

## Liability Release/Assumption of Risk/Waiver of all Claims City of Oak Ridge, Recreation and Parks Department

The City of Oak Ridge, Tennessee, (City), through its Recreation and Parks Department, has given the organization listed below permission to use certain City facilities for certain activities on certain dates as scheduled and confirmed through facility permits issued by the Recreation and Parks Department.

In consideration of the City allowing the Organization to conduct certain activities upon property owned by the City, the Organization does hereby agree as follows:

1. The Organization does hereby waive any and all claims against and releases, holds harmless, and discharges the City of Oak Ridge, its successors and assigns, and any and all of its agents, employees and servants, from any and all liability of every kind, nature, character and description from and by reason of any personal injury and damages to property suffered by any member of the Organization or the Organization's participants that may arise while participating in the Organization's activities upon City-owned property; and further for any personal injury to a spectator or damages to property of a spectator should such injury or damage be caused by the Organization, its members or participants.
2. The Organization does hereby agree to procure and to maintain in full force and effect while at all times on City-owned property adequate liability insurance coverage regarding the Organization's activities upon City-owned property; said liability insurance to be in the minimum amount of \$1,000,000.00 per occurrence. Such insurance shall name the City of Oak Ridge, Tennessee, as an additional insured and the City shall be provided a copy of such insurance certificate prior to the Organization's participation in any activities upon City-owned property. It is preferred that the insurance carrier provide a ten (10) day advance written notice to the City in the event of change or cancellation.
3. The Organization further agrees that in conducting its activities upon City-owned property it shall for itself, its agents, employees and participants at all times be subject to and adhere to all rules and regulations of the City, the Recreation and Parks Department, all park rules, and all applicable City ordinances. The Organization hereby agrees to ensure the facilities are in a safe and usable condition.
4. The Organization further agrees that for its activities upon City-owned property it shall require all participants to execute waivers individually if they are adults, and by parent or guardian if they are minors, wherein all rights of action or claims against the City for injuries or damages sustained by any participant in any Organization activity upon City-owned property shall be waived, and said waiver shall be filed with the City prior to the beginning of any activity on City-owned property. A participant who has not submitted a proper, signed waiver form is not and shall not be permitted to participate in the Organization's activities upon City-owned property.
5. In the event any action is brought against the City by any person for injuries or damages occasioned upon City-owned property and/or resulting from the Organization's use of City-owned property, in addition to the provisions hereinabove set forth, the Organization agrees to be liable for and indemnify the City from any and all expenses incurred by the City in defending said action and to pay all costs and/or judgments which ultimately might be assessed or adjudicated against the City which are in excess of the liability insurance coverage hereinabove provided.

By signing this document, the Organization hereby agrees to the release of any and all claims against the City of Oak Ridge and agrees to take full responsibility and all liability for any and all claims that arise due to the Organization's activities at City facilities as outlined above. Failure to comply with the terms of this document will result in termination of the City's permission for the Organization to conduct activities upon City-owned property for that season and may result in a denial of future requests by the Organization for use of City-owned property for its activities.

Name of Organization

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Contact Name

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Printed Name/Title

Signature

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Signature agreeing to terms above

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