

RENTAL APPLICATION FOR ATHLETIC FIELDS cont.....

AGREEMENT, RELEASE AND INDEMNIFICATION

The person or organization entering into a use agreement with the City of Monroe (herein referred to as the "City") for the use of City of Monroe's facilities or equipment described above (collectively "the Facilities") certifies that the information given in this application is current and correct. The undersigned further states that he/she has the authority to make this application for the Applicant and agrees that the Applicant will observe all rules and regulations. The Applicant further agrees to reimburse the City for any damages arising from the Applicant's use of said Facilities. Any accident involving injury to participants or damages to the Facilities occurring during the use of the Facilities will be reported to the City immediately.

FURTHERMORE, the applicant agrees as follows:

I am aware of and expressly assume all of the various risks of serious injury and/or death associated with or arising out of the use of the Facilities.

Initial _____

In consideration for granting this request, and being fully aware of all of the risks, I hereby **RELEASE** the City of Monroe and its officials, employees, volunteers and agents ("the Released Parties"), and agree to waive any right of recovery that I **AND/OR THE ORGANIZATION, AS APPLICABLE**, may have, including the right to bring a legal claim, cause of action, or lawsuit for any bodily injury, death or other harmful consequences in any way arising out of use of the Facilities. I understand that this release extends to all claims of any kind and every nature, known, unknown, suspected or unsuspected, in any way arising out of or related to use of the Facilities.

Initial _____

I agree to defend, indemnify and hold harmless the Released Parties from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of the Facilities or from any activity, work or thing done, permitted, or suffered by Applicant in or about the Facilities, except only such injury or damage as shall have been occasioned by the sole negligence of the Released Parties.

Initial _____

INSURANCE

The Applicant is required to procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or occur in connection with the use of the Facilities and the activities of the Applicant and his or her guests, representatives, volunteers and employees.

Accordingly, the Applicant shall provide proof of general liability insurance, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, and name City of Monroe as an additional insured by using ISO Additional Insured-Managers or Lessors of Premises endorsement CG 20 11 or an endorsement providing at least as broad coverage on said policy. The insurance policy shall contain, or be endorsed to reflect that the Applicant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the applicant's insurance and shall not contribute with it. (Low-cost Special Events Liability Insurance may be available through the City's carrier.) For athletic events, the General Liability insurance shall include coverage for participant liability with limits of not less than \$1,000,000 per occurrence. The User shall provide a certificate of insurance evidencing the required insurance, including the additional insured endorsement, before using the Premises.

I have read the rules and regulations and agree to the conditions and charges as established on my own behalf and on behalf of the Organization as applicable:

Printed Name: _____

League: _____

Signed: _____

Date: _____