

**-SPECIAL EVENT SPONSOR-
RELEASE AND INDEMNIFICATION AGREEMENT**

CITY OF SCANDIA, MINNESOTA

THIS IS A RELEASE OF LIABILITY INDEMNIFICATION AGREEMENT. SPECIAL EVENT PERMIT HOLDER MUST READ CAREFULLY BEFORE SIGNING.

In consideration for being permitted to engage in the following special event activities in Scandia:

Special Event Permit Holder hereby acknowledges, represents, and agrees as follows:

- A. We understand that the above described activities are or may be dangerous and do or may involve risks of injury, loss, or damage to us and/or third parties. We further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:

(Special Events Permit Holder initials here) _____

- B. If required by this paragraph, we agree to require each participant in our special event to execute a **RELEASE AND INDEMNIFICATION AGREEMENT** for ourselves and for the City of Scandia, on a form approved by the city.

Participant Release and Indemnification required? YES ___ NO ___

(Special Events Permit Holder initials here) _____

- C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to the City of Scandia, for the duration of the above described activities.

(Special Events Permit Holder initials here) _____

D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Scandia, its officers, its employees, or by any other cause.

(Special Events Permit Holder Initials here)_____

E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we further hereby exempt, release and discharge the City of Scandia, its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage to us or to any third party, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Scandia its officers, its employees, or by any other cause.

(Special Events Permit Holder Initials here)_____

F. We further agree to defend, indemnify and hold harmless the City of Scandia, its officers, employees, insurers, and self insurance pool, from and against all liability, claims, and demands, court costs and attorneys fees, including those arising from any third party claim asserted against the city, its officers, employees, insurers or self insurance pool, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property damage or loss, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above described activities, whether or not caused by our act, omission, negligence, or other fault of the City of Scandia, its officers, its employees, or by any other cause.

(Special Events Permit Holder Initials here)_____

G. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby acknowledge and agree that said Agreement extends to all acts, omissions, negligence, or other fault of the City of Scandia, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(Special Events Holder Initials here)_____

H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of Minnesota and that jurisdiction and venue for any suit or cause of action under this agreement shall lie in the courts.

(Special Events Permit Holder Initials here)_____

I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are fully discharged, and shall be binding upon us, our successors, representatives, heirs, executors, assigns, and transferees.

(Special Events Permit Holder Initials here)_____

IN WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT is executed by the special events permit holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Permit Holder hereto.

PRINTED NAME OF SPECIAL EVENTS PERMIT HOLDER:

PRINTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS PERMIT HOLDER:

Name_____

Title_____

Signature_____

Date_____