

Ki-Chi-Saga Tournament Application Request Form

Agreement for Assumption of Responsibility and Waiver of Liability

On behalf of the named organization, group or team, I do hereby request that the Ki-Chi-Saga County Park Athletic Fields be reserved for its use for the dates and purposes as stated with payment fee of **\$300**.

On behalf of the named organization, group or team, I agree to all of the following terms and conditions together with all other written rules and policies adopted by the County which govern the use of Ki-Chi-Saga County Park.

- 1) The Ki-Chi-Saga County Park shall be used according to the Chisago County Park Ordinance.
- 2) I am familiar with the park and acknowledge that it is in good and clean condition, that it is safe to be used for the purposes set forth and that I will report to the Parks Director if the park is not safe.
- 3) I further agree that my acceptance is for and on behalf of an organization or group, that the organization or group has expressly authorized me to make this agreement on behalf of the organization or group and that the organization or group shall be bound by my acceptance. The County may request that you furnish a certified copy of the resolution of the organization or association authorizing you to apply for use of the park if, at its discretion, it so determines necessary. Alternatively, the County may require all members of the organization or association or all of its officers or directors or members as it shall select to sign this Agreement or an addendum to this Agreement to further document this request and agreement to use the park in the manner provided herein. If the organization or association requesting use of the park is not incorporated, by accepting this Application and Agreement, the undersigned understands and agrees that all organization members or members of the group are or could be liable for the use of the facility and that all members bear responsibility legally if the park is not used properly and is not used in accordance with the terms of this request and agreement.
- 4) I understand and agree that the use of the Ki-Chi-Saga Park Athletic Fields is subject to the payment of all fees and deposits as adopted by the County Board from time to time and that I will be responsible for the payment of all such fees and deposits as required when due.
- 5) A **\$500 refundable damage deposit** payable to the Chisago County Parks and Trails Department with application.
- 6) I agree to procure, keep in force, and pay for insurance coverage in a type and amount acceptable to the Chisago County. Chisago County shall be named as an additional insured on the insurance policy (ies) of the parties affiliated with this permit. I agree to provide a certificate of liability insurance before receiving a permit.
- 7) I agree that it is my responsibility to oversee all parties affiliated with the permit and to insure compliance with all codes, policies, rules and guidelines of the Chisago County. Any violations may result in immediate cancellation of the and/or revocation of the permit. I understand that the permit is non-transferable. I understand that refunds will only be given if the cancellation is declared 10 days in advance or upon the approval of the Parks Director.
- 8) In consideration of being allowed to utilize the park, I understand and agree that neither the County or any person acting on behalf of the County, may be held liable in any way for any event which occurs in connection with the or arising out of use of the park which may result in harm, death, injury or other damage to me. This waiver of liability does not waive liability for any injuries that I obtain as the result of willful, wanton or intentional misconduct or gross negligence of the County or any person acting on behalf of the County.
- 9) I agree to defend, indemnify and hold harmless the County for any expense or liability the County may incur as a result of my conduct, actions or omissions while using the park including, but not limited to, damage to the park.
- 10) This application and its incorporated waiver of liability and release of claims shall inure to the benefit and be binding upon the applicant, its successors and assigns.

By accepting this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby acknowledge and agree that said Agreement extends to all acts omissions, negligence, or other fault of (Chisago County), 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.

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.