

# Special Events Release

## SPECIAL EVENTS RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT City of Grass Valley, Grass Valley, Oregon

### THIS IS A RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT: SPECIAL EVENTS HOLDER MUST READ CAREFULLY BEFORE SIGNING

In consideration for being permitted to engage in the following special events activities on City of Grass Valley property:

\_\_\_\_\_ held by \_\_\_\_\_  
(Event) (Name of Renter)

on \_\_\_\_\_ at the Grass Valley Pavilion.  
(Date of Event)

Special Events 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 to 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 Holder initials here)

- B. We agree to require each participant in our special event to execute a release and indemnification agreement for ourselves and for City of Grass Valley, on a form approved by City of Grass Valley.

**PARTICIPANT RELEASE/INDEMNIFICATION REQUIRED Yes  No**

\_\_\_\_\_ (Special Events Holder initials here)

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

\_\_\_\_\_ (Special Events 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 to 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 City of Grass Valley, its officers, its employees, or by any other cause.

\_\_\_\_\_ (Special Events Holder initials here)

E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we further hereby exempt, release, and discharge City of Grass Valley, 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 City of Grass Valley, its officers, its employees, or by any other cause.

\_\_\_\_\_ (Special Events Holder initials here)

F. We further agree to defend, indemnify and hold harmless City of Grass Valley, 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 City of Grass Valley, 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 loss or damage, 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, or by the act, omission, negligence, or other fault of City of Grass Valley, its officers, its employees, or by any other cause.

\_\_\_\_\_ (Special Events 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 City of Grass Valley, 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 Oregon. If any portion hereof 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 Oregon, and that jurisdiction and venue for any suit or cause of action under this Agreement shall lie in the courts.

\_\_\_\_\_ (Special Events 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 Holder initials here)

**IN WITNESS THEREOF**, this **RELEASE AND INDEMNIFICATION AGREEMENT** is executed by the Special Events Holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Holder hereto.

**PRINTED NAME OF SPECIAL EVENTS HOLDER:**

\_\_\_\_\_

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

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**Date:** \_\_\_\_\_