

**AGREEMENT ASSUMING RISK OF INJURY OR DAMAGE,
WAIVING AND RELEASING CLAIMS AND INDEMNIFYING THE
TOWN OF COTTAGE GROVE
FOR USE OF TOWN FACILITIES**

WHEREAS, I, _____, (on my own behalf) and/or on behalf of _____ (hereinafter "Renter/User") have requested permission to use the following facilities in the Town of Cottage Grove for the following purpose(s):

WHEREAS, one of the Town of Cottage Grove's conditions for granting me and/or my organization use of the facilities for the described purpose(s) is that the Renter/User enter into this AGREEMENT ASSUMING RISK OF INJURY OR DAMAGE, WAIVING AND RELEASING CLAIMS AND INDEMNIFYING THE TOWN OF COTTAGE GROVE FOR THE USE OF TOWN FACILITIES (the "Hold Harmless Agreement"), and

WHEREAS, I warrant and represent that I am duly authorized to enter and bind the Renter/User on this Indemnification Agreement.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated by reference, and permission being given to allow use of the Town of Cottage Grove facilities, I understand and agree:

1. That Renter/User agrees to use the town facilities in a manner that enhances the safety of all. Renter/User shall take all reasonable and prudent precautions to insure safe use of the town facilities to Renter/User's purpose(s) and to protect those using the town facilities, including obtaining insurance that is warranted or advisable to protect the participants and the Town of Cottage Grove from harm.
2. That Renter/User agrees to use the town facilities for the stated purpose(s) only and to take all reasonable and prudent precautions to insure that the Renter's/User's invitees, guests and/or others use the town facilities for the stated purpose(s) only.
3. That Renter/User agrees to use the town facilities solely at their own risk and to take all reasonable and prudent precautions to insure that Renter's/User's invitees and/or others use the town facilities solely at their own risk. The Town of Cottage Grove does not and shall not accept any liability for any injuries, deaths, property damage, or other claims arising out of the use by the Renter/User of the town facilities.
4. That Renter/User shall fully indemnify and hold harmless the Town of Cottage Grove and its officers, employees and agents from any and all claims, liability and/or costs, of any nature whatsoever, resulting from or related to Renter's/User's use of the Town facilities.
5. That Renter/User hereby releases the Town of Cottage Grove and its officers, employees and agents from any and all claims for liability resulting from or related to Renter's/User's use of the town facilities, and waives any rights Renter/User may have to file any such claims, whether known or unknown.
6. That the Renter/User understands that no alcohol may be sold on the premises, and hereby releases the Town of Cottage Grove and its officers, employees and agents from any and all claims for liability resulting from the consumption of alcohol on the premises.

RENTER/USER:

Dated: _____

Authorized Signature

Print Individual's Name and Address:

Print Organization's Name and Address:

In case of emergency, please call
608-279-4470
or
608-516-5208