

# AGREEMENT FOR PROJECTS/EVENTS SPONSORED BY OUTSIDE GROUP OR ORGANIZATION



7666 High School Road NE • Bainbridge Island, WA 98110  
Tel 206-842-2306

**For projects or events in parks, involving youth and/or adult volunteers, that are sponsored by an outside group/organization that is responsible for the project's oversight, supervision, and liability.**

## GENERAL INFORMATION

Name of Outside Group/Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Group/Organization Main Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

## PROJECT OR EVENT INFORMATION

Name of Project/Event: \_\_\_\_\_ Date(s) of Project/Event: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

Location: \_\_\_\_\_

Name of Person(s) who will be supervising the volunteers: \_\_\_\_\_

## INSURANCE REQUIREMENTS

Organization hereby agrees to abide by the following insurance requirements. Organization shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the above project or event.

User shall provide a certificate of insurance evidencing the following:

1. General Liability insurance covering the above project or event. The Park District shall be named as an additional insured on Organization's General Liability insurance policy. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

2. The insurance policy shall contain, or be endorsed to contain that the Organization insurance coverage shall be primary insurance as respect to the Park District. Any insurance, self-insurance, or insurance pool coverage maintained by the Park District shall be excess of the Organization's insurance and shall not contribute with it.

The Organization shall provide a certificate of insurance evidencing the required insurance before beginning the project or event.

**RELEASE AND INDEMNIFICATION**

The outside group/organization (Organization) listed above agrees that it is solely responsible for the supervision and control of all individuals participating in the above project or event to ensure their safety and to prevent damage to property (including Park District property and facilities) and/or personal injury to Park District personnel and the general public.

Organization understands that the above project or event involves inherent risk, which could result in property damage, illness and/or bodily injury (up to and including death), and which includes risk of exposure to and infection by the novel coronavirus, COVID-19. Organization understands that exposure and infection can result from the actions and/or omissions of Organization and the individuals participating in the above project or event, members of the public, and District employees, agents and contractors, and that infection could result in illness, bodily injury, permanent disability and/or death. Although the Park District has implemented preventive measures to reduce the spread of COVID-19, risk of exposure and infection cannot be eliminated entirely. In and for good and valuable consideration, Organization hereby (i) assumes the risk and all responsibility for the health and safety of Organization and the individuals participating in the above project or event; (ii) waives and forever releases the Park District and its employees, agents and contractors from any and all claims (including those for illness and bodily injury) arising out of or relating in any way whatsoever to the above project or event, even though said claims may arise out of the negligence of the Park District and its employees, agents and contractors; (iii) limits the Park District's liability to the limits of the Park District's insurance policy if the foregoing waiver and release is adjudged to be unenforceable; (iv) agrees to defend, indemnify and hold the Park District and its employees, agents and contractors harmless from and against any and all claims (including those for illness and bodily injury), damages, liabilities and expenses (including attorney fees) arising out of or relating in any whatsoever to the above project or event; and (v) agrees to notify the Park District if Organization or any of the individuals participating in the above project or event tests positive for COVID-19, has been exposed or potentially exposed to COVID-19, or is experiencing symptoms associated with COVID-19, including, without limitation, fever, shortness of breath, cough, and loss of taste or smell.

**I HAVE READ AND UNDERSTAND THE FORGOING INSURANCE INFORMATION AND RELEASE FROM LIABILITY.**

**Organization Representative**

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**District Representative**

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_