



WHEREAS, the undersigned (hereinafter, "Renter") has requested the use of the following facility belonging to or is under the auspices of the CITY OF RALEIGH, North Carolina: _____
_____ to engage in activities for the exclusive benefit of the Renter; and, WHEREAS, the Renter agrees to do so at his or her own risk recognizing the possible and inherent dangers of personal injury or property damage resulting therefrom, including exposure to the COVID-19 virus through contact with other renters, City staff, or City equipment or facilities; and, WHEREAS, the CITY OF RALEIGH does not wish to be liable for any damages arising from personal injury or property damage sustained in connection with Renter's use;

NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the Renter does hereby for him/herself, his/her heirs, executor, successors or administrator, and personal representatives:

1. Assume full responsibility for any personal injury to him/herself or any other person; or any damage to any personal or real property, whether such property be owned by the City, the Renter, or any other person or entity; which may occur, directly or indirectly, in the course of Renter's use of the facility as follows (identify facility being rented, fully describe the activity/rental, and the date(s) of rental): _____.
2. Fully release and forever discharge the CITY OF RALEIGH, its Council members, officers, employees, agents, contractors, subcontractors, successors and assigns, from any and all claims, demands, rights of action, or causes of action, for personal injury or property damage, present or future, whether known or unknown, anticipated or unanticipated, resulting from or arising out of Renter's use of the facility described above.
3. Agree to indemnify and hold and save the CITY OF RALEIGH, its Council members, officers, employees, agents, contractors, subcontractors, successors and assigns, harmless from damage or liability of any kind, including all claims, costs (including defense costs) and losses accruing or resulting to any person or entity arising out of Renter's use of the facility or equipment described above.
4. Agree that it is the intent of the Renter that this RELEASE AND INDEMNITY AGREEMENT shall survive the termination or expiration of this Agreement and remain in full force and effect any time after the execution hereof.
5. Agree to take all measures necessary to promote the safety of such persons in their use of the facility, including but not limited to complying with all applicable guidelines from the Centers for Disease Control (CDC) and other federal, state, and local public health agencies to minimize spread and exposure of the COVID-19 virus or other known infectious diseases or contagions, including but not limited to conducting wellness/temperature checks of all guests/invitees, self-reporting symptoms, wearing face masks, social distancing, and maintaining currently approved group sizes;
6. Acknowledges that he/she has been given reasonable notice of the actions taken by the City of Raleigh for the purpose of reducing the risk of transmission of COVID-19 to individuals present on the premises, and agrees that the City of Raleigh's actions have been reasonable;



Raleigh Parks

7. Agree to promptly notify the Director of the City's Parks, Recreation, and Cultural Resources Department and the insurer issuing the Comprehensive General Liability Insurance policy referred to above of any occurrence that might give rise to a claim for damages growing out of use of said facility by any such person.
8. Agree to comply with all rules and regulations established by the City of Raleigh and the City's Parks, Recreation, and Cultural Resources Department.
9. Other requirements (written in by PRCR Staff):

Renter Signature: _____ Date: _____