



Facility Rental Waiver and Release of Liability Form (COVID-19 guidelines addressed)

Springbrook Nature Center
City of Fridley, Minnesota
Waiver and Release of Liability

Please read carefully before signing.

1. I wish to participate in the facility rental I have registered and paid for at Springbrook Nature Center, a part of the City of Fridley, Minnesota.
2. My participation in facility rental is voluntary. I acknowledge that participating in the facility rental carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid them. Such risks include: (1) minor injuries such as bruises and sprains; (2) major injuries such as joint or back injuries, broken bones, and head injuries; and (3) catastrophic injuries including paralysis and death. I, and my facility rental guests, assume any and all risks, both known and unknown, while participating in the facility rental.
3. I acknowledge that COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. Springbrook Nature Center has enacted preventative measures to reduce the spread of COVID-19. Springbrook Nature Center, however, cannot guarantee that participants in the facility rental will not become infected with COVID-19. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk I, or my fellow guests during the facility rental, may be exposed to or infected by COVID-19 by participating in the facility rental.
4. To the best of my knowledge I have no physical or medical condition that would prevent me from participating in the facility rental. I warrant that I, or my fellow guests during my facility rental, do not have any symptoms of COVID-19, including, without limitation, fever, cough, shortness of breath or difficulty breathing, chills, or muscle or body aches; or have a suspected or confirmed diagnosis of COVID-19.
5. In consideration of being allowed to participate in the facility rental, I understand and agree that neither the Springbrook Nature Center, nor the City of Fridley, nor any person acting on behalf of Springbrook Nature Center, nor the City of Fridley, may be held liable in any way for any event which occurs in connection with this facility rental, 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 by Springbrook Nature Center, or the City of Fridley or any person acting on behalf of Springbrook Nature Center, or the City of Fridley.
6. I agree to comply with all rules related to the facility rental including policies related to social distancing and personal hygiene to help prevent the transmission of COVID-19. If I observe any unusual or significant hazard during my participation in the facility rental, I will stop participating and immediately notify the nearest official.

7. I agree to immediately notify Springbrook Nature Center or the City of Fridley if I or a member of my household, or one of my facility rental guests, receives a positive or presumptive diagnosis of COVID-19 within 14 days of my rental, and further agree to permit Springbrook Nature Center or City of Fridley to notify those other persons with whom I or my guests may have had contact during my Springbrook Nature Center facility rental, at Springbrook Nature Center's discretion, of the positive or presumptive diagnosis. Notwithstanding anything herein, Springbrook Nature Center shall not share my name or other personal identifying information with any third party unless I give express written consent prior to such disclosure.

8. I agree to defend, indemnify and hold harmless Springbrook Nature Center or the City of Fridley for any expense or liability the City may incur as a result of my conduct, actions or omissions while renting the facility.

9. It is my express intent that this Waiver and Release of Liability shall bind the members of my family, if I am alive, and my heirs, assigns and personal representatives if I am deceased.

10. I grant permission for the use of any photographs, motion pictures, recording, or any other record of my participation in this Activity for any legitimate purpose, without financial or other compensation or royalties.

11. If any court finds any portion of this Waiver and Release of Liability to be contrary to law, invalid, or unenforceable, the remainder of the Waiver and Release of Liability will remain in full force and effect.

Please initial on the RED lines:

12. I have read the following documents, provided by Springbrook Nature Center: (1) Springbrook Nature Center Rental Policies and Procedures; (2) Springbrook Nature Center Facility Rental COVID-19 Guidelines and Procedures. By signing below I agree that I and my guests will follow the policies laid out in those documents.

13. I agree to limit the number of guests during my facility rental to the numbers stated in Springbrook Nature Center Rental Policies and Procedures document, and acknowledge that my damage deposit may be withheld if specified occupancy is exceeded.

14. I have read the above document (Springbrook Nature Center Facility Rental Waiver and Release of Liability Form) and understand the legal significance of signing this document.

Name (Please Print)

Street Address

Signature

City, State, Zip

Date