

## VOLUNTARY WAIVER OF LIABILITY AGREEMENT

### **RENTAL AGREEMENT**

*I have read the Lakeville Liquors Emporium Room Use Policies and Rental Information. My use of the Lakeville Liquors Emporium Room is voluntary. I acknowledge that use of the Lakeville Liquors Emporium Room is NOT an ESSENTIAL service provided by the City. I agree to abide by all policies and will require participants of this activity to do so also. I will personally be in attendance throughout the time frame requested and/or while participants of this activity are in the building.*

### **HOLD HARMLESS AGREEMENT**

*I understand that my use of the Lakeville Liquors Emporium Room is voluntary and that I am using it for my benefit only. I agree that my use of the Lakeville Liquors Emporium Room facility is undertaken at my own risk and that the City of Lakeville, its officers, employees, agents and contractors will not be liable for any claims, injuries or damages of whatever nature incurred by me or members of my organization, or guests of my event due to the negligence of members of my organization, guests of my event or the negligence of third parties. On behalf of myself and the organization that I represent, I expressly forever release and discharge, the City of Lakeville, its officers, agents, employees and contractors from any and all such claims, injuries or damages. I also agree to defend, indemnify and hold harmless the City of Lakeville, its officers, agents, employees and contractors from any claims, injuries or damages of whatever nature arising out of or connected with my use of the Lakeville Liquors Emporium Room. I also agree to reimburse the City of Lakeville for any damage, breakage, maintenance, theft of equipment beyond the damage deposit figure if so warranted.*

### **ACKNOWLEDGMENT**

*The Renting Organization/Individual acknowledges that use of the facility for an event may include the risk of serious injury or death including, but not limited to, possible exposure to and illness from infectious diseases including, but not limited to, methicillin-resistant Staphylococcus aureus (MRSA), influenza and coronavirus disease 2019 (COVID-19). While rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. The Renting Organization/Individual KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others and assume full responsibility for use of the facility.*

### **USE POLICY**

*Use of the facility must comply with the stated and customary terms and conditions for the event as regards to protection against infectious diseases including, but not limited to, any applicable Governor's Executive Orders and Department of Natural Resources (DNR) and Minnesota Department of Health (MDH) guidelines, including the Outdoor Recreational Guidelines, which can be found at <https://www.dnr.state.mn.us/aboutdnr/covid-19-outdoor-recreation-guidelines.html>.*

<b>User Signature</b>	<b>Date</b>