

RESOLUTION NO. 32523

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF ECONOMIC DEVELOPMENT TO ENTER INTO A PREMISES USE AGREEMENT WITH RIVERMONT YOUTH ATHLETIC ASSOCIATION, INC., IN SUBSTANTIALLY THE FORM ATTACHED, FOR THE USE OF ATHLETIC FIELDS AND BUILDINGS LOCATED ON A PORTION OF TAX PARCEL NO. 118K-A-009 AT 3325 DIXIE DRIVE, FOR A TERM OF FOUR (4) YEARS, WITH AN ANNUAL RENT OF ONE (\$1.00) DOLLAR.

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, it is hereby authorizing the Administrator for the Department of Economic Development to enter into a Premises Use Agreement with Rivermont Youth Athletic Association, Inc., in substantially the form attached, for the use of athletic fields and buildings located on a portion of Tax Parcel No. 118K-A-009 at 3325 Dixie Drive, for a term of four (4) years, with an annual rent of one (\$1.00) dollar.

ADOPTED: June 3, 2025

/mem



## CITY OF CHATTANOOGA STANDARD PREMISES USE AGREEMENT

1. **General Terms.** This Standard Premises Use Agreement (“Agreement”) is entered into on the stated Effective Date between the Tenant and Landlord (collectively “Parties”) for use of the athletic fields and buildings (hereafter “Premises”) located at the below stated Premises Address and as more specifically described in the Legal description set forth in paragraph 1 and outlined in red on the Premises Diagram attached hereto as **Exhibit A** and incorporated herein by reference.

<b>Effective Date</b>	July 1, 2025
<b>Premises Use Term</b>	The initial Premises Use Term extends for four (4) years from the Effective Date with no renewal options.
<b>Landlord</b>	City of Chattanooga, a Tennessee municipal corporation
<b>Tenant</b>	Rivermont Youth Athletic Association, Inc., a not-for-profit corporation registered in the state of Tennessee.
<b>Premises Address</b>	3325 Dixie Drive, Chattanooga, Tennessee 37415
<b>Tax Map No.</b>	A portion of Tax Map No. 118K-A-009
<b>Legal Description</b>	A portion of Rivermont Park Carter Drive to Tennessee River, Plat Book 67, Page 196; see Exhibit A attached hereto and incorporated herein by reference.
<b>Notice to Landlord</b>	Questions/communication regarding property management shall be directed to: City of Chattanooga Department of Public Works, Parks Division 1503 Middle Street Chattanooga TN 37408 E: <a href="mailto:amathis@chattanooga.gov">amathis@chattanooga.gov</a> P: 423-643-6124  City of Chattanooga Real Property of ECD 101 East 11th Street, Suite G18 Chattanooga, TN 37402 <a href="mailto:ghart@chattanooga.gov">ghart@chattanooga.gov</a> <a href="mailto:erobinson@chattanooga.gov">erobinson@chattanooga.gov</a>  Copy to: Office of the City Attorney 100 East 11th Street, Suite 200 Chattanooga, TN 37302 (423) 643-8250

### STANDARD PREMISES USE AGREEMENT

Prepared by: City of Chattanooga Office of the City Attorney  
100 East 11th Street, Suite 200 | Chattanooga, Tennessee 37402

## CITY OF CHATTANOOGA STANDARD PREMISES USE AGREEMENT

<b>Notice to Tenant</b>	Rivermont Youth Athletic Association, Inc. Attn: M. Evan Hughes PO Box 193 Hixson, TN 37343 (423) 618-5668 ev_hughes@yahoo.com

2. **Term.** Tenant and the Landlord agree that the Tenant may enter and use the Premises for the Term set forth in paragraph 1.
3. **Rent and Payment Terms.** Tenant agrees to pay annual rent in the amount of one dollar (\$1.00) and fulfill certain other responsibilities as more fully described in the Management and Operations Obligations in **Exhibit B** attached hereto and incorporated herein by reference.
4. **Control.** In rendering the Premises to Tenant, Landlord does not relinquish the right to control the management thereof, or to enforce all the necessary and proper rules for the management in the operation of the Premises outlined in this Agreement and set forth in **Exhibit C**. Tenant also agrees to complete the safety checklist set forth in **Exhibit D** attached hereto and incorporated herein by reference. Reporting dates for completion of **Exhibit D** are February 15 and August 15 each year. Landlord, its designated agents, employees and managers on duty, may enter the Premises at any time and on any occasion. Landlord reserves the right to have ejected any objectionable person or persons from the Premises, and upon the exercise of its authority, the Tenant hereby waives any right and all claims for damages against the Landlord. Tenant is prohibited from adding or removing locks without prior written approval of the Landlord.
5. **Code of Conduct.** Tenant has read and agrees to adhere to any and all Codes of Conduct and/or Premises Rules and Regulations that may be specific to the Premises as may currently exist or be adopted during the term of this Agreement.
6. **Waste.** Tenant shall commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the Premises.
7. **Indemnification.** Tenant shall indemnify, hold harmless, protect and defend Landlord, and its officials, employees, administrators, successors or assigns (the "Indemnified Parties") for and against any and all demands, claims, suits, damages, losses, liabilities, costs and expenses, including, but not limited to, court costs and attorney's fees (the "Indemnified Matters"), directly or indirectly, arising out of any property damage or loss, bodily injuries, sickness, disease or death, in connection with the Tenant's use of the Premises or from any violations of all laws, including, without limitation, copyright laws, by every person connected with Tenant's occupancy and use of the Premises covered by this Agreement. Tenant's indemnification obligations under this Indemnification paragraph shall apply whether the Indemnified Matters are due in part to the contributory fault or negligence of the Indemnified Parties or others; provided, however, that Tenant shall not be obligated to indemnify the Indemnified Parties for the Indemnified Parties' respective primary negligence. Tenant's defense obligations under this Indemnification paragraph shall be with attorneys approved by Landlord. Notwithstanding anything in this Agreement to the contrary, the provisions of this Indemnification paragraph shall survive any expiration or

## CITY OF CHATTANOOGA STANDARD PREMISES USE AGREEMENT

termination of this Agreement and each Party shall remain obligated to the other Party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement.

8. Insurance. Tenant agrees to obtain and keep in full force and effect the following insurance policies:
  - a. General Liability. General liability insurance with a company licensed to do business in Tennessee with a minimum limit of not less than \$1,000,000.00 for bodily injury, personal injury and property damage. In the event said general liability insurance contains general aggregate limit, it shall be no less than two times the per occurrence limit. The foregoing general liability insurance policy shall not contain exclusions from coverage relating to participants in any event held by Tenant on the Premises, legal liability activities or issues related to occupancy by Tenant of the Premises.
  - b. Abuse and Molestation. Tenant shall maintain a policy of insurance covering physical abuse and sexual molestation with coverage of no less than \$1,000,000.00 combined single limits, per occurrence and aggregate. Said coverage shall be maintained for the term of the Agreement, any optional renewals and for a period of one year following the termination or expiration of the Agreement. Said coverage must contain no sub-limits and apply to all Tenant employees, agents, contractors, and volunteers.
  - c. Additional Insured. Tenant shall furnish the Landlord with a Certificate of Insurance naming the Landlord as an Additional Insured for general liability and abuse and molestation coverage and certifying that insurance heretofore required is in force and will remain in full force and effect during the term of this Agreement. The Certificate Holder shall be listed as the City of Chattanooga, Real Property of ECD, 101 East 11th Street, Suite G4, Chattanooga, Tennessee 37402. Such insurance must be on file with the Real Property of ECD and approved by Landlord prior to occupancy of the Premises by Tenant.
9. Law Observance. Tenant agrees that every person connected with the Tenant's occupancy and use of the Premises covered by this Agreement shall abide by, conform to and comply with all the laws of the United States of America, State of Tennessee, ordinances of the City of Chattanooga and Hamilton County, Tennessee, and the rules and regulations of the Landlord for management of the Premises. Additionally, Tenant agrees to abide by all Executive Orders issued by both the Governor of the State of Tennessee and the Mayor of the City of Chattanooga related to COVID-19. Tenant will not do or allow to be done anything on the Premises during the Term of this Agreement in violation of any such laws, ordinances, rules or regulations, or Executive Orders and if the attention of the Tenant is called to any such violation on the part of the Tenant or any person employed by or admitted to the Premises by Tenant, shall agree to immediately desist from and correct the violation.
10. Fire and Casualty. In the event that the Premises or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the Landlord impossible, including without limitation thereto, the requisitioning of the Premises by the United States government or any arm or instrumentality thereof, or by reason of labor disputes, this Agreement shall terminate and the Tenant shall provide the in-kind services set forth in this Agreement only up to the time of such termination at the rate herein specified and the Tenant hereby waives any claim amount in addition thereto.

## CITY OF CHATTANOOGA STANDARD PREMISES USE AGREEMENT

11. Responsibility for Tenant's Property. Landlord assumes no responsibility for any property placed on the Premises by Tenant, and the Landlord is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property that may be sustained by reason of the occupancy of the Premises. In the event that Tenant erects any temporary or permanent structure on the Premises, including but not limited to, fencing, Landlord reserves the right to remove said structures in the event any safety issue arises.

12. Alterations and Defacement.

12.1 Alterations. The Association is permitted to make certain improvements, additions, and fixtures to the premises subject to the following conditions:

- (a) All improvements, additions, appliances, fixtures, and all other property whatsoever kind or nature that is affixed to the property or becomes attached to and a part of the land, shall belong to the Landlord.
- (b) The Landlord may, at its discretion, request the Tenant remove any alterations at the expiration of this Agreement.
- (c) If Tenant desires to make improvements to the Premises, it shall be required to submit a detailed description of the improvements to be made to Landlord including a timeline of when the work to perform said improvements shall occur (the "Tenant's Plan"). The Tenant's Plan shall be subject to Landlord's written approval. Landlord's approval of Tenant's Plan shall in no event, unless expressly set forth in such approval, be deemed to create any obligations on the part of the Landlord to do any work or make the improvements or to authorize Tenant to make any further additions, improvements, or alterations to the Premises.
- (d) In the event Landlord approves Tenant's Plan, and the cost of executing said plan is estimated to cost ten thousand dollars (\$10,000.00) or greater, the Parties shall execute an amendment to this Agreement setting forth the obligations of the Tenant with respect to the construction of improvements in accordance with Tenant's Plan, which shall be attached as an exhibit to the Amendment.
- (e) All work to perform certain alterations should occur during the off season as designated by the Landlord to minimize disruptions to use of the Premises.

12.2 Defacement. Absent written approval by Landlord of Tenant's plan to undertake certain alterations, Tenant shall not injure, mar, or deface the Premises and shall not cause or permit anything to be done whereby the Premises shall be in any manner injured, marred or defaced. Nor shall the Tenant drive or permit to be driven, any nails, hooks, tacks, screws or bolts, in any part of the Premises. Nor shall Tenant make or allow to be made any alteration of any kind therein or thereon, nor tape any adhesive tape or stickers at any location therein. If the Premises, during the Term of this Agreement, shall be damaged by the act, default or negligence of the Tenant, or by the Tenant's agents, employees or any persons admitted to the Premises by Tenant, Tenant shall pay to Landlord, upon demand, such sum as has been documented and shall be necessary to restore the Premises to its original condition, ordinary use and wear accepted.

## CITY OF CHATTANOOGA STANDARD PREMISES USE AGREEMENT

13. Care of Premises. Tenant agrees to cause the Premises to be kept clean, orderly and generally cared for during the term of this Agreement. Tenant further agrees to immediately notify Landlord of damage and/or heavy wear to the premises, including all structures, lighting, storm water components and general site work.
14. Tenant Default. Tenant shall be in default under this Agreement if any of the following occur:
  - a. Tenant fails to carry out the obligations described in **Exhibit B** when the same are required to be performed.
  - b. Tenant or any of its officers, directors, employees or agents fails to perform or fulfill any other term, covenant or condition contained in this Agreement and Tenant fails to commence a cure thereof within five (5) business days after Tenant has been served with written notice of such default; or Tenant makes a general assignment for the benefit of creditors.
15. Landlord Default. Landlord shall be in default under this Agreement if Landlord fails to perform or fulfill any term, covenant, or condition contained in this Agreement; and Landlord fails to commence a cure thereof within five (5) business days after Landlord has been served with written notice of such default. Nothing contained herein shall be construed as excusing either party from diligently commencing or pursuing a cure within a lesser time if reasonably possible. Notwithstanding the clauses above, if the breach by Tenant or any of its officers, directors, employees or agents of such other term, covenant or condition, is such that it threatens the health, welfare or safety of any person or property, then Landlord may, in its discretion, require that such breach be cured in less than five (5) business days or immediately.
16. Termination by Reason of Default. Upon default pursuant to paragraph 15, the non-breaching party may, at its option, upon written notice or demand upon the other party, cancel and terminate this Agreement and obligations of the Parties with respect thereto.
17. Injunctive Relief. In addition to any other remedy available at law, equity, or otherwise, Landlord shall have the right to seek to enjoin any breach and to obtain specific performance of this Agreement by Tenant upon meeting its burden of proof of such breach or threatened breach, as required by applicable statute or rule of law.
18. Condition of Premises. Landlord makes no representation or warranty of any kind (express or implied) regarding the suitability of, or compliance with applicable laws by, the Premises, as maintained, for any aspect of the Tenant's intended use. Accordingly, Tenant acknowledges and agrees that it has made an adequate investigation and inspection of the Premises and its own determination regarding the suitability thereof for Tenant's intended use. **TENANT FURTHER ACKNOWLEDGES AND AGREES THAT THE PREMISES SHALL BE DELIVERED BY LANDLORD TO TENANT "AS IS," "WHERE IS," AND "WITH ANY AND ALL FAULTS," AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND (EXPRESS OR IMPLIED), INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS AND WARRANTIES AS TO THE MARKETABILITY AND FITNESS FOR USE OF ANY PARTICULAR PURPOSE, AND SHALL BE USED BY TENANT AT TENANT'S OWN**

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**RISK.** Tenant is responsible for any and all destruction of any portion of the Premises by the general public or Tenant's invitees onto the Premises during the duration of this Agreement.

19. Safety and Security. Notwithstanding anything contained in this Agreement to the contrary, Landlord undertakes no obligation whatsoever for the safety or security of any property or person, including, but not limited to, Tenant, or any of the employees, agents, representatives, participants, invitees, or attendees of Tenant for use of the Premises.
20. Return of Facility. Tenant shall return the Premises to Landlord upon the expiration or earlier termination of this Agreement in the same condition as when received and shall reimburse Landlord for any and all documented costs, expenses, charges, or fees incurred in the repair or replacement of damage to the Premises as a result of the acts or omissions of the Tenant, or the employees, agents, representatives, participants, invitees or attendees of Tenant.
21. Assignments. Neither this Agreement nor any other rights or obligations hereunder may be assigned or transferred in any manner whatsoever by Tenant without the prior written consent of City.
22. Notices. Any notice, consent or other communication given pursuant to this Agreement shall be in writing and shall be effective either (i) when delivered personally to the Party for whom intended; (ii) upon delivery by an overnight courier service that is generally recognized as reliable, and the written records maintained by the courier shall be *prima facie* evidence of delivery; or (iii) on delivery (or attempted delivery) by certified or registered mail, return receipt requested, postage prepaid as of the date shown by the return receipt, in any case addressed to such party as identified in the Notice section in paragraph 1, or as a party may designate by written notice given to the other party in accordance therewith.
23. Discretionary Matters. Any decision affecting any matter not expressly provided for in this Agreement shall rest solely within the discretion of the Landlord.
24. Surrender of Facility. Tenant agrees to quit and surrender up Premises to the Landlord at the end of the Term in the same condition as at the Effective Date of this Agreement.
25. Smoking. The Parties understand and agree that smoking is not allowed inside any building on the Premises. Any outside area designated by Tenant for smoking must be at least fifty (50) feet from the entrance of any building.
26. Attorneys' Fees and Litigation Expenses. If Tenant defaults in the provision of services or any charge for which Tenant is liable hereunder or in the performance of any obligation on the part of Tenant to be performed under this Agreement, then in such event, Tenant covenants and agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in the enforcement of Landlord's rights hereunder.
27. Force Majeure. If any portion of the Premises is damaged by any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of Landlord, including, without limitation, acts of God, fires, floods, epidemics, pandemics, quarantine restrictions, terrorist acts, strikes, labor disputes, failure to pay utilities or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, Landlord is hereby released by Tenant from any damage so caused thereby.

## CITY OF CHATTANOOGA STANDARD PREMISES USE AGREEMENT

28. Annual Reporting Requirements; Appropriation of Funds. Tenant shall comply with all federal, state, and local laws governing annual reporting requirements of Tenant's business affairs and transactions, which includes, but is not limited to, compliance with T.C.A. § 6-54-111 and Chattanooga City Code Sec. 2-526 as to City of Chattanooga appropriations, outlining the procedures for receiving appropriations from governmental entities. All reports required by state and local law shall be submitted by March 1 of each year during the term of this Lease and any holdovers or extensions. During the term of this Lease, Tenant must, within ninety (90) days of the end of each fiscal year, submit to Landlord a copy of its annual audited financial report for that fiscal year. For the purposes of this Section, the amount of funds deemed appropriated to Tenant shall be based upon a fair market rental value as stated in the Fair Market Rental Value Calculation in paragraph 1. By January 1 of each year, Tenant shall submit a prioritized capital request list that includes cost estimates and perhaps any funding they have raised to assist with any requested item.
29. Audit Provisions. The term "Tenant" is used interchangeably to describe signatories to contracts, grants, and agreements with Landlord and applies to reflect the relationship with Landlord (i.e. Contractor, Licensee, Supplier, Vendor, Grant Recipient, etc.).
- a. Landlord or its assigns may audit all financial and related records, in whatever form, associated with the terms of this Agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by Tenant. Landlord may further audit any Tenant records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the Agreement) or to identify conflicts of interest;
  - b. Tenant shall at all times during the term of this Agreement and for a period of seven (7) years after the end of this Agreement, keep and maintain records of the work performed pursuant to this Agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by Tenant. Documents shall be maintained by Tenant necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with generally accepted accounting principles. Tenant, shall at its own expense, make such records available for inspection and audit (including copies and extracts of records as required) by Landlord at all reasonable times and without prior notice;
  - c. The obligations of this section shall be explicitly included in any subcontracts or agreements formed between Tenant and any subcontractors or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfillment of Tenant's obligations to Landlord;
  - d. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by Landlord unless the audit identifies significant findings that would benefit Landlord. Tenant shall reimburse Landlord for the total costs of an audit that identifies significant findings that would benefit Landlord; and
  - e. This section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which Landlord may have by Federal, State,

## CITY OF CHATTANOOGA STANDARD PREMISES USE AGREEMENT

or Municipal law, whether those rights, powers, or obligations are express or implied.

30. Governing Laws. This Agreement shall be governed by the laws of the State of Tennessee.
31. Entire Agreement. The Parties agree that all of the Agreement is fully set forth herein and that no oral statements or representations of any kind have been made upon which either party shall have the right to rely. This shall not limit the Landlord from imposing any reasonable additional rules or regulations which may be necessary in the best operations of the Premises.
32. Non-Discrimination. Tenant shall not discriminate against any patron, employee or invitee because of race, color, age, religion, sex, national origin, disability, or pregnancy. Further, Tenant shall take affirmative action to ensure that patrons and employees are treated without regard to their race, color, age, religion, national origin, sex, disability, or pregnancy.
33. Independent Contractor, No Partnership. For purposes of this Agreement, the Landlord and Tenant shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, Landlord or Tenant a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between any of the Parties hereto or referred to herein. Notwithstanding, nothing in this Agreement precludes the Parties from partnering in the future and entering into a partnership agreement independent of this Agreement.
34. Waiver. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights or elections, will not prejudice such party from later enforcing or exercise the same or any other provisions, rights, or elections which it may have under this Agreement.
35. Binding Agreement. This Agreement shall inure and bind to the benefit of and be binding upon all Parties hereto, their heirs, successors, and assigns.

***[SIGNATURES ON FOLLOWING PAGE]***

## **CITY OF CHATTANOOGA STANDARD PREMISES USE AGREEMENT**

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the Effective Date.

**CITY OF CHATTANOOGA, TENNESSEE**

By:

RICHARD J. BEELAND  
*Administrator of Economic Development*

**RIVERMONT YOUTH ATHLETIC ASSOCIATION, INC.**

By:

M. EVAN HUGHES  
*President*



# Exhibit A - Premises Diagram

*A Portion of Parcel 118K-A-009*

Printed: Jul 20, 2016

HCGIS

## Exhibit B

### Description of Management and Operations Obligations

# Landlord Management and Operations responsibilities

(Page 1 of Exhibit B)

Landlord agrees to perform the management and operations responsibilities outlined below.

Activity	Term	Frequency
Mow playing fields. Tenant to provide preseason, regular, postseason and tournament schedules by February 15 and August 15 in order to facilitate mowing scheduling.	April-October	Weekly
Mow playing fields.	November-March	As needed
Repair fencing deemed by Landlord to be significantly damaged or worn. All repairs subject to availability of funds.	Year round	As needed but subject to availability of funds.
Coordinate maintenance and repairs to facilities, structures, lighting, storm water components and general site work.	Year round	As needed
Pay water and electric utility expenses	Year round	As billed
Pay water quality fees	Year round	As billed
Assist with litter and debris on the grounds outside of the playing surfaces and the hard surfaces directly around playing fields.	Year round	As needed
Select fields to renovate at each site. Renovations to include adding or removing infield mix, tilling, regrading, and rolling. Other turf maintenance may also be performed between seasons.	In between seasons.	Annually.

# Tenant Obligations (Pages 2 & 3 of Exhibit B)

In exchange for leased space Tenant agrees to fulfill the obligations described below.

Activity	Term	Frequency
Schedule and supervise the recreation and related activities at the Facility. Tenant to provide preseason, regular, postseason and tournament schedules to Landlord by February 15 and August 15.	Year round	As needed
Purchase supplies for, clean and operate concession stands.	Year round	As needed
Remove litter from facility grounds.	Year round	Weekly (minimum) but as needed.
Service refuse receptacles. Provide and service all dumpsters.	Year round	Weekly (minimum) but as needed.
Replace liners in refuse receptacles.	Year round	Weekly (minimum) but as needed.
Provide routine infield maintenance, including but not limited to dragging and/or raking, edging, batter's box and pitching mound repair, lip maintenance. Addition of infield conditioner as needed. See "Field Maintenance Guidelines" attached hereto as <b>Exhibit C</b> .	April through October	Weekly
Provide routine infield maintenance, including but not limited to dragging and/or raking, edging, batter's box and pitching mound repair, lip maintenance. Addition of infield conditioner as needed. See <b>Exhibit C</b> .	November through March	Monthly
Line playing fields before scheduled games	April through October	No more than five (5) days before game

Monitor fields, grounds, facilities, structures, lighting, and stormwater components for maintenance and safety. See Exhibit D for checklist. Tenant to provide to Landlord notification in writing of any issues (outside of infield maintenance) that need to be addressed.	Year round	As needed; post-seasons itemized list due November 15.
Provide capital requests list to Landlord.	By January 1	Annually
Make adjustments to any fence gates that fail to swing freely.	Year round	As needed
Purchase supplies and stock all restrooms	Year round	As needed
Clean restrooms.	Year round	Weekly (minimum) but as needed.
Manage Concessions.	Year round	As needed

## EXHIBIT C

### CITY OF CHATTANOOGA PUBLIC WORKS, PARKS DIVISION

#### BALL DIAMOND FIELD MAINTENANCE GUIDELINES

- **IF IT'S TOO WET TO PLAY, DON'T PLAY!** Using the ballfield when it's too wet ruins the grade of the infield, makes "bad hop" holes and ankle twisters and compacts the soil in the turf areas, and most importantly - leads to unsafe playing conditions. SEE ATTACHED WATER REMOVAL TECHNIQUES AND TIPS
  - **NEVER, EVER USE KITTY LITTER OR WOOD SHAVINGS/DUST** to dry up wet spots. Calclined or vitrified clay conditioner can be used in small amounts, marketed under the brand names Turface, Pro's Choice, Diamond Pro, Rapid Dry, Profile, these are the most common products used to assist with wet infield conditions. These products should be used judiciously for two reasons: they are an expense to the program and they change the properties of the infield mix when used abundantly. **If it takes more than 3 bags to get a field ready, it is too wet!** If in doubt, reschedule the game. It is easier to make up a 1 1/2 hour game, than its is to spending days repairing the field.
  - **NEVER, SWEEP INFIELD MATERIAL INTO THE GRASS!** If you find a "birdbath" or puddle after a rain, please take care not to sweep or remove infield material. This will only worsen the problem the next rain. This also will kill and choke off the grass and create a "lip" where the infield mix meets the grass.
- **RAKE LOOSE INFIELD MIX BACK INTO BATTER'S BOX HOLES, BASE SLIDE AREAS, PITCHER'S RUBBER PUSH-OFF AND LANDING AREA AND DUG OUT INFIELD AREAS!** If a hole or depression is present, what came out of it is usually there right next to the hole — Rake it back in! Yes, this takes some effort and you may break a sweat. If you rake a little at a time and tamp it in one small layer at a time (1/2" or less) it will pack in just fine. If you try to do it all at once, chances are you will never get it packed tight enough. If we're in a long dry spell it may be necessary to add a little water, mix it in a little at a time. You'll find this will help it pack a little firmer. Remember, if your players are "digging in" at home plate they have to run out of that same hole and also run over it or slide over it to reach home.
- **NEVER DRAG UP TO THE EDGE OF THE GRASS!** If you drag the field, please pull the drag up to about 6"-12" before the grass edge. If you drag right up to and into the grass edges, you create an unsafe "lip". See attached infield grooming techniques.
- **NEVER DRAG THE DRAG OFF THE INFIELD AND INTO THE GRASS!** This will kill and choke off the grass and create a "lip" in the grass. Pick it up and lift it off the infield; rake the remnants back out into the infield areas. See attached infield grooming techniques.

- **DO NOT USE LIME TO LINE THE OUTFIELD FOUL LINES!** This creates a buildup causing dead grass and unsafe "lip" conditions. If you require lines, please use white paint.
- **WHERE PRESENT, PLEASE REMOVE BASES CAREFULLY (THIS INCLUDES BASE PLATES ON THE BREAKAWAY BASES) AND ALWAYS REPLACE BASE PLUGS.** Base plugs have been a continuous problem of being misplaced, stolen, forgotten etc., and when absent cause potential safety concerns. Please do not forget this important step. Remember that these are public fields and we need to keep them safe for all Chattanooga Residents.
- **NEVER, UNDER ANY CIRCUMSTANCES DRIVE YOUR PERSONAL VEHICLE (CAR/TRUCK/SUV/LAWN MOWER) OFF PARKING LOTS ON TO ANY TOWNSHIP GRASS AREAS.** This causes soil compaction and creates "ruts" on the fields when conditions are wet. Soil compaction reduces the circulation of airflow through the soil, which is needed for healthy turf growth.
- **NEVER USE HERBICIDES OF ANY KIND ON ANY FIELD WITHOUT WRITTEN APPROVAL BY PARKS DIVISION!** Only properly licensed Chattanooga Parks personnel or contracted service providers may make these applications due to Liability and Department of Environmental Protection regulations. If there is a turf problem, contact your president and he/she will make the contact to the Parks Division notifying of the problem.
- **PLEASE PICK UP ALL LITTER IN THE BALLFIELD/DUGOUT AREAS BEFORE YOU LEAVE.** All coaches should police the area for trash and place in designated trash receptacles after each and every game/practice. All fields should have trash and recycling receptacles near the player benches. If not, please notify the Parks Division. Youth Associations are responsible for all litter pickup. Please remove overflowing trash to the dumpster. Failure to follow this simple park rule could result in loss of field privileges.
- **DO NOT HIT BALLS INTO THE FIELD FENCING FOR PRACTICE OR SOFT-TOSS!** This activity damages the chain link mesh causing it to stretch and create a concave appearance. This causes the fence to curl up from the bottom allowing balls to pass underneath. Use a "Soft-Toss" net for this activity.
- **FOLLOWING THESE SIMPLE GUIDELINES WILL ONLY IMPROVE FIELD CONDITIONS MAKING THEM SAFE AND ENJOYABLE FOR PLAYERS, PARENTS AND RESIDENTS.** Involving players and parents in these procedures will also help them gain respect and consideration for the next team or Chattanooga resident who plays on the fields.

## WATER REMOVAL TECHNIQUES FOR SKINNED INFIELDS

The most important mistake to avoid is the removal or movement of infield mix. A level field will drain better and have fewer puddles. Low spots or depressions catch and hold water **EVERY TIME!** If there's standing water on 5% of the infield, it's **TOO WET** for play! If your shoe leaves an impression like these, it's **TOO WET** for play!

Use a pump to remove puddles.

1. Dig a hole and place the field mix out of your way.
2. Let the water drain into the low spot you've created.
3. Use the pump to move the water into a bucket.
4. Empty the bucket outside of the playing field into a drain.
5. Replace the field mix into the hole and level with a rake.

For small or shallow puddles, use a water absorbent pillow.

1. Allow the absorbent material to soak up the water.
2. Have a bucket nearby to wring out the pillow or sponge.
3. Empty the bucket of water off the field of play into a drain.

After the standing water has been removed, use a rake or nail drag to loosen the infield mix so it will dry more quickly. Allow time to air dry.

### **DO NOT Use These Methods on Wet Fields!**

**DO NOT** use brooms to disperse puddles.

**DO NOT** sweep a puddle into the grass.

**DO NOT** remove muddy infield mix from the field.

All of these unfortunate techniques move infield material and leave a depression or low spot that will hold water every time it rains.

### Steps for Applying a Drying Agent

1. First remove as much water as possible using the pump or pillow method.
2. Use a spreader, shovel, or hand to evenly apply a thin layer of the drying agent.
3. The material may be lightly incorporated using a rake or left on top of the infield mix.

## INFIELD GROOMING TECHNIQUES

1. Remove the bases and plug the base anchor sleeve before beginning any operations.
2. **Vary the dragging pattern every time the field is groomed.**
  - a. <http://www.diamondpro.com/Content/downloads/dimensions-softball-drag-patterns.pdf>
  - b. <http://www.diamondpro.com/Content/downloads/dimensions-baseball-drag-patterns.pdf>
3. Scarify the field with a nail drag or needle tines.
4. Finish groom the field with a drag mat or broom. Go slowly!
5. When finished dragging, stop 5 to 6 feet before the edge of the skin and lift the drag. Shake any excess field mix off before exiting the field.
6. Exit the field in a different location each time to prevent build-up of infield mix in one location.
7. Hand rake out the pile left from the field drag.
8. Hand rake: base paths end-to-end, home plate, and the back radius of the infield.

**DO NOT** pull the nail drag or mat into the grass for any reason.

**DO NOT** take a nail drag or mat within 24" of the grass edge. Only hand rake edges to prevent lips from forming.

**DO NOT** take a nail drag over home plate.

**DO NOT** drive the nail drag or mat down base paths or around home plate on baseball diamonds with a grass infield.

### Skinned Infield Leveling

Baseball and Softball fields are designed with a specific slope to drain water from their surface. Underground drain pipes are virtually useless and rarely installed on ball fields. Keeping the infield slope correct will prevent puddling and therefore field closures. Players sliding, mechanical field groomers, and other factors contribute to un-level skinned infields. **A diligent approach to correcting high or low spots is the most important task of a field manager.**

**For small areas, use a leveling rake.**

1. Pull the material from a high spot and deposit it in a low area.
2. If the infield mix is dry, wet the leveled area and compact it with a tamper or the grooming machine tires. Otherwise, it will not stay in place.

**For medium sized areas, use the leveling attachment of the grooming tool.**

1. Remove the bases and plug the base anchor sleeve.
2. Loosen the field material with a nail drag or needle tines.
3. Make sure the leveler is NOT in the float position.

4. Make wide sweeping turns in several directions over the area that needs to be leveled.
5. If the infield mix is dry, water the area and compact it with the tires of the grooming machine. Otherwise, it will not stay in place.

**For large areas or storm washouts, a box blade attachment works best. This should be coordinated with the Parks Division or outside contractor.**

## **CLAY REPAIRS**

Clay surfaces provide very solid, firm footing and better wear characteristics than regular infield mix for high wear areas like the pitching mound and batter's box. Making a clay repair is similar to making a repair with regular infield mix. The biggest difference with clay is that it must **NOT** be contaminated with any regular infield mix. Pitching mounds and batter's boxes should be repaired every time they are used.

### **Techniques for Clay Repairs**

1. Dig out and discard all loose material including infield mix, clay chunks, and field conditioners in and around the area to be repaired.
2. Sweep the area free of all minor bits of loose debris and place to the side.
3. Wet the existing clay with a flower watering can, hand held sprayer, or hose nozzle with a fine spray pattern. Add new clay and compact in 2" layers. Working with clay can be tricky so follow these pointers:
  - a. The new clay must have enough moisture content to stick to the underlying clay base that has been moistened. Otherwise, the new clay will pop out of place and create a hazard. The water is the glue!
  - b. If the clay is too sticky, wrap the tamper plate in a garbage bag to alleviate the problem.
  - c. Shredded, bagged clay is very easy to work with and store. It is excellent for small daily repairs.
  - d. Unfired clay bricks are great for large scale renovations and can be purchased by the pallet. Long term storage is not practical for bricks.
4. Add approximately ½" of new field conditioner over the repaired clay area.

## **GRASS EDGE/LIP MAINTENANCE**

Regular maintenance where the skinned infield meets the grass edge will prevent the formation of a lip. After wet playing conditions, the most common player injury occurs from bad ball bounces. Lips are a major contributor to this type of player injury. Lips at the grass edge are also the primary barrier to water exiting the skinned part of the field. Water trapped on the skin will force cancellations and field closures.

### **Techniques for Maintaining the Grass-to-Skin Edge**

- A manual or motorized edger can be used as frequently as preferred to keep edges looking crisp. Monthly edging is recommended.
- Neatly rake all grass clippings out of the infield mix when edging is complete.
- Sod should be purchased and installed if edges are significantly deteriorated.
- Sod installation should only be undertaken in the early spring or fall for tall fescue or late spring/summer for bermudagrass
- Sod will usually require hand watering for the first year.
- The Parks Division or an outside contractor should be contacted if sod installation is desired.

### **Weekly Maintenance to Prevent Lips**

- Use a backpack blower or power broom to push displaced material back into the skinned infield. This method works best when the infield mix is dry.
- Use a spring-tine leaf rake or broom and move the material back into the skinned infield. Use a leveling rake to distribute the material when edge maintenance is complete.
- Use a hose with a jet nozzle to wash the infield mix back to the skinned infield. Note that this method should only be performed when ample time is available for the skin to dry.

Experts on the Field, Partners in the Game.

www.stma.org

## Baseball/Softball Field Safety and Maintenance Checklist

*Prior to practice or a game, assess the following field characteristics and make the necessary corrections to the statements marked "No/Needs Attn" before allowing players on the field. If your field is experiencing major problems, including excessive wear, drainage issues, design flaws, etc., contact the STMA at ph. 800-323-3875, or STMAinfo@STMA.org for a referral to a local STMA chapter volunteer in your area for advice.*

### Skinned Areas

Yes No/Needs Attn

- ☐ ☐ The soil is not too loose and provides good running traction.
- ☐ ☐ The soil surface is loose enough around sliding zones for safe sliding.
- ☐ ☐ The soil is not too abrasive for safe sliding.
- ☐ ☐ The soil is not too compacted to provide good drainage.
- ☐ ☐ Running paths and sliding zones near bases are level and not worn.
- ☐ ☐ Batter's box and home plate areas are in good condition.
- ☐ ☐ Pitcher's mound is in good condition.
- ☐ ☐ The skinned area is level and does not have low spots or holes.
- ☐ ☐ There is no hazardous soil buildup (lip) between the skinned area and the turf.
- ☐ ☐ The skinned area is dry.
- ☐ ☐ When moist, the skinned area is not too sticky and does not adhere to shoes.
- ☐ ☐ Coach's box is level with surrounding area.
- ☐ ☐ Coach's box is not excessively hard.
- ☐ ☐ On-deck or walkway from dugout is not excessively hard and compacted.
- ☐ ☐ Unsafe obstacles such as hard gravel and framing boards do not exist in on-deck or walkway areas from dugouts.

### Comments

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### Pitcher's Mound

Yes No/Needs Attn

- ☐ ☐ The mound conforms to league requirements.
- ☐ ☐ Platform area behind the rubber is large enough.
- ☐ ☐ "Push off" and "landing" areas are constructed with specialized clay.
- ☐ ☐ "Push-off" and "landing" areas are not dished out and in need of repair.
- ☐ ☐ There is not a hazardous soil buildup (lip) between the mound and the infield grass.

### Comments

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# Baseball/Softball Field Safety and Maintenance Checklist

## Playing Surface

Yes No/Needs Attn

- ☐ ☐ Maintenance equipment, such as rakes, hoes, etc. have been removed from the field.
- ☐ ☐ Litter and unsafe debris have been removed from the field and player/spectator areas.
- ☐ ☐ The sprinkler heads should be installed as per manufacturer's recommendations with no protrusions on the playing surface.
- ☐ ☐ If there is an irrigation system, it is timed correctly to irrigate the appropriate amount of time prior to play.
- ☐ ☐ The field was constructed according to recommended industry specifications.

Comments

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## Turf Areas

Yes No/Needs Attn

- ☐ ☐ There is at least 75 percent coverage of turfgrass on the field.
- ☐ ☐ There are no bare spots with a hard soil surface exposed.
- ☐ ☐ Soil is well drained with no standing water.
- ☐ ☐ Turfgrass is uniform in color, height and density.
- ☐ ☐ Turfgrass has strong root system, limiting "blow-outs."
- ☐ ☐ There are no weeds with thorns, bristles or burrs.
- ☐ ☐ There are no holes or mounds made by moles, gophers, or other animals.
- ☐ ☐ There are no ruts or trenches caused by equipment use or field wear.
- ☐ ☐ There has been communication between the maintenance staff and coach/facility user.

Comments

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## Bases and Anchoring

Yes No/Needs Attn.

- ☐ ☐ The base coverings do not have unsafe rips or gouges.
- ☐ ☐ The base framework or hardware is not loose or damaged.
- ☐ ☐ The base ground stake is safely below the surface grade.
- ☐ ☐ The base ground stake is firmly secured in its concrete footing.
- ☐ ☐ The base, ground stake and its footing are installed according to the manufacturer's requirement.
- ☐ ☐ The bases seat properly with the ground elevation and are seated securely.
- ☐ ☐ The concrete footings will not twist out of place in the ground.
- ☐ ☐ The surface of home plate is level with the surrounding surface.
- ☐ ☐ The pitcher's rubber is level with the surrounding surface and is secured safely in the ground.

Comments

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## Baseball/Softball Field Safety and Maintenance Checklist

### Fencing

*(If your field does not have fencing, skip this section)*

Yes	No/Needs Attn.
<input type="checkbox"/>	<input type="checkbox"/> Fences are securely set in the ground.
<input type="checkbox"/>	<input type="checkbox"/> Fence posts are outside of the playing area.
<input type="checkbox"/>	<input type="checkbox"/> There are no concrete footings exposed above ground.
<input type="checkbox"/>	<input type="checkbox"/> Fencing is securely attached to its posts.
<input type="checkbox"/>	<input type="checkbox"/> There are no large gaps in the fencing, or between the ground and the fence.
<input type="checkbox"/>	<input type="checkbox"/> Top and bottom tension wires are in place to secure the fence.
<input type="checkbox"/>	<input type="checkbox"/> The wire ends of the fence are not exposed at the top or corners.
<input type="checkbox"/>	<input type="checkbox"/> There are no damaged areas that protrude, are sharp or loose.

**Comments**

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### Lighting

*(If your field does not have lighting, skip this section)*

Yes	No/Needs Attn.
<input type="checkbox"/>	<input type="checkbox"/> Lighting has been installed and inspected by a trained engineer or technician.
<input type="checkbox"/>	<input type="checkbox"/> All lights are working.
<input type="checkbox"/>	<input type="checkbox"/> The light's beam adequately and uniformly covers the field.
<input type="checkbox"/>	<input type="checkbox"/> The lighting foot candles meet industry recommended specifications.

**Comments**

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### Bleachers/Facility

*(If your field does not have bleachers/facility, skip this section)*

Yes	No/Needs Attn.
<input type="checkbox"/>	<input type="checkbox"/> Nuts and bolts are tight and in sufficient number.
<input type="checkbox"/>	<input type="checkbox"/> Guard rails are securely in place.
<input type="checkbox"/>	<input type="checkbox"/> The plank or railing end caps are securely in place.
<input type="checkbox"/>	<input type="checkbox"/> There are no splinters or worn areas (wooden bleachers).
<input type="checkbox"/>	<input type="checkbox"/> There are no hazardous protrusions or sharp edges.
<input type="checkbox"/>	<input type="checkbox"/> The supply and location of waste cans is adequate.
<input type="checkbox"/>	<input type="checkbox"/> There is appropriate signage notifying players and spectators of rules, appropriate behavior and deficient conditions.
<input type="checkbox"/>	<input type="checkbox"/> There are public telephones or staffed office for emergency situations.
<input type="checkbox"/>	<input type="checkbox"/> Areas under repair are identified and posted appropriately.

**Comments**

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### General

Yes	No/Needs Attn.
<input type="checkbox"/>	<input type="checkbox"/> There is a flag or other signaling system to alert players to leave the field if inclement weather or other danger is imminent.
<input type="checkbox"/>	<input type="checkbox"/> Skinned foul lines are in good condition.
<input type="checkbox"/>	<input type="checkbox"/> The chalking material is not irritating to eyes.
<input type="checkbox"/>	<input type="checkbox"/> There are public telephones available for emergency situations.
<input type="checkbox"/>	<input type="checkbox"/> Areas that are hazardous or under repair have been blocked off or identified.

**Comments**

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Minor Participant (Full Name): \_\_\_\_\_

**PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK  
AND INDEMNITY AGREEMENT FOR MINOR**

For and in consideration of \_\_\_\_\_  
("Association"), its subsidiaries, affiliates, and ownership entities (collectively "youth sports teams/programs") allowing the minor identified below (the "Minor") to participate in any Association event, including, but not limited to, athletic competitions, games, tournaments, practices, camps, clinics, tryouts and related activities sponsored by Association (the "Event" or "Events"); I, for myself, and on behalf of Minor, and the Minor's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement for Minor (the "Agreement"):

I hereby represent that (i) I am the parent or legal guardian of the Minor; (ii) the Minor is in good health and in proper physical condition to participate in the Event; and (iii) the Minor is not under the influence of alcohol or any illicit or prescription drugs which would in any way impair the Minor's ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether the Minor is sufficiently fit and healthy enough to participate in the Event, and that I am responsible for the Minor's safety and well-being at all times and under all circumstances while at the Event.

I understand and acknowledge the risks and dangers associated with the Minor's participation in the Events and related activities, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, coaches, umpires, officials, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect field conditions; land, water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by the Minor's own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below. On behalf of the Minor, I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which may be incurred as a result of the Minor's participation in any Event.

I understand that the Minor is required to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted by Association and any safety regulations established for the benefit of all participants. I accept sole responsibility for the conduct and actions of the Minor while he or she is participating in the Event. By signing below, I hereby permit the placement of Participants' name, photo, and likeness on Association website and other promotional mediums and materials.

On behalf of the Minor, I hereby Release, Waive, Indemnify, Defend and Hold Harmless the following parties: Association, City of Chattanooga, its member athletes/players, clubs, coaches, umpires, trainers, officials; the Event Owners, Directors, Organizers, Promoters, Sponsors and Advertisers; the Host Facility/Venue and the Property Owners or Operators where the Event takes place; Law Enforcement Agencies and other Public Entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (individually and collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss(es) or expense(s) (including court costs and reasonable attorney's fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to the Minor's participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, the Minor, or anyone on the Minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

The Event may be physically challenging and pose a risk of discomfort, illness, injury, and even death. I understand that it is my responsibility to ensure that the Minor is in sufficient physical condition to participate in the Event without risk to the Minors health or life. I further understand that Association does not conduct health or fitness checks on entrants or participants.

On behalf of the Minor, I understand that, depending on the nature of the Event, participation may be hazardous, and that the Minor should not enter and participate unless the Minor is in sufficient physical condition to participate. If necessary, I agree to consult the Minor's physician before participating in the Event. In the event of injury to the Minor, I understand that limited care, such as basic first aid or CPR, may be provided and appropriate emergency services contacted. I acknowledge that this Agreement extends to any liability arising out of or in any way connected with any limited care that may be provided in the event of an emergency and/or injury. I further understand that no such care may be available, but if it is, in each and every case, I assume sole liability for any and all medical expenses incurred as a result of the Minor's participation in the Event, including, but not limited to ambulance transport, hospital stays, physician services, pharmaceutical goods, or medical devices.

I hereby warrant that I am of legal age and authorized to enter into this Agreement on behalf of the Minor, that I have read this Agreement carefully, understand its terms and conditions, and acknowledge that I am waiving certain legal rights by signing the Agreement (including the rights of the Minor, the Minor's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns). I acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed

severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

## **COVID STATEMENT**

In addition, and without prejudice to the generality of any of the foregoing, I acknowledge that COVID-19 infections have been confirmed throughout the United States. I represent and warrant that neither I nor any other individual who accompanies me to any Association event has, within the past 14 days: (i) returned from any highly impacted area subject to a Level 3 Travel Health Notice issued by the Centers for Disease Control and Prevention (a Level 3 Notice); (ii) had exposure to an individual returning from an area subject to a Level 3 Notice; or (iii) had exposure to an individual who has a suspected or confirmed case of COVID-19.

I agree that I will not attend nor will I permit the Minor to participate in any Association event if either myself or the Minor: (i) experiences symptoms of COVID-19; or (ii) has a suspected or diagnosed/confirmed case of COVID-19.

I agree that I as well as any individual who accompanies me to any Association event will comply with and submit to any and all policies, protocols, procedures or other requirements that Association implements to protect the health and well-being of those who participate in or otherwise attend Association events, including, without limitation, temperature checking and social distancing in accordance with the guidelines recommended by the Centers for Disease Control and Prevention or other public health agencies. I fully understand and appreciate both the known and potential dangers of the Minor participating in and myself attending Association events and acknowledge that both participants and attendees of such events may, despite Association efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, hospitalization, disability and/or death. I voluntarily assume all such dangers and risks and accept sole responsibility for any illness, loss or Liability that may result from the Minor participating in or myself attending any and all Association events.

I acknowledge and agree that the release, waiver, and indemnification obligations previously set forth above extend to any Liabilities arising due to any person contracting or transmitting COVID-19 as a result of participating in or attending any and all Association events.

**Signature:** \_\_\_\_\_  
Parent/Legal Guardian of Minor Participant

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_  
Parent/Legal Guardian of Minor Participant

**Date:** \_\_\_\_\_