

**CLOQUET PARKS COMMISSION
AGENDA**

**City Hall
Monday, December 7, 2015 4:30 p.m.**

ACTION TAKEN

1. **Call to Order.** _____
2. **Approval of Minutes.** _____
 - a. November 2, 2015, Regular Commission Meeting.
(Additions, deletions, or corrections)
3. **Announcements, Agenda Adjustments, Correspondence, and Other Comments.** _____
4. **Information and Reports.** _____
 - a. Community Ed Report.
 - b. City Staff Report – Les/Caleb
 - Pinehurst Benches.
 - Playground Border.
 - Playground Colors.
 - Maintenance Activities.
 - c. Commissioners Update/Other.
5. **Action Items.**
 - a. Ski Club Agreement.
(Recommendation Requested) _____
6. **Future Items.**
 - Next Regular Meeting (January 5, 2016) – City Hall
 - Election of Officers.
 - February 2nd Joint Meeting with Council. – 2016 Projects & Pinehurst Warming House.
7. **Adjourn.**

Regular Meeting.
Parks Commission November 2, 2015 4:30 p.m.
City Hall

Present: Urbanski, Krick, Badger, Krohn, Stowell, Wyman, Louhela.
Absent: None.
Staff: C. Peterson, L. Peterson.
Others: R. Reeves.

MINUTES

The minutes of the October 12, 2015 regular meeting were presented and approved.

COMMUNITY ED REPORT

- A handout was provided on upcoming programming.
- The Youth Center opened with the school year and has been very busy presenting some operational challenges.

CITY STAFF REPORT

- Staff gave an overview of recent Council direction regarding the Pinehurst warming house.
- An update was provided on the Hilltop and Pinehurst construction projects.
 - New hockey boards have been delivered.
 - Disc golf course at Hilltop is playable.

COMMISSIONERS UPDATE

- Commissioner Louhela note she has received several very positive comments about the Pinehurst project.

WOOD CITY MUSIC FESTIVAL

Staff gave an overview of the request received to consider waiver of the park reservation fee for the 2016 Wood City Music Festival.

Motion by Wyman, 2nd by Krick, to waive the park reservation fee for the 2016 Wood City Music Festival at Veterans Park. Motion Carried, 7-0.

COMMUNITY EDUCATION AGREEMENT

Staff provided a review of some minor changes included in the 2016 Agreement. Community Ed has requested a 2.5% (\$1,700) increase for 2016 to help offset staffing costs associated with the minimum wage increase.

Motion by Badger, 2nd by Louhela, to recommend approval of the 2016 Community Education Agreement. Motion Carried, 7-0.

HILLTOP PARK PLAYGROUND RFP

A lengthy discussion was held on the likes and dislikes of the Commission while reviewing the four options submitted. Generally the Commission favored Option Two from Minnesota Wisconsin Playgrounds however there was a desire to explore more “play value” for those with disabilities.

Motion by Stowell, 2nd by Wyman, to recommend the purchase of Option Two from Minnesota Wisconsin Playgrounds. Staff directed to work with the supplier to explore options for an ADA play feature that will not significantly alter the scope or cost. Motion Carried, 7-0.

NEXT MEETING

The next meeting to be held November 2, 2015, 4:30 p.m. at City Hall.

On motion duly carried by a unanimous yea vote of all members present, the Parks Commission adjourned.



Secretary

NATURAL PALETTES

PACIFIC

Sky Blue
Plastic
Metallic
Uprights

Spring Green
Metal
Blue
Decks



Brown
Plastic
Beige
Uprights

Green
Metal
Brown
Decks

TIMBER

FOREST

Green
Plastic
Brown
Uprights

Beige
Metal
Brown
Decks



Beige
Plastic
Green
Uprights

Spring Green
Metal
Brown
Decks

FRESH



SHIMMER

Spring Green
Plastic
Bronze
Uprights

Beige
Metal
Brown
Decks



3D



SHADE



PLASTIC



TIMBERS





Yellow
Plastic
Starlight
Uprights

Sky Blue
Metal
Gray
Decks

STARBURST

SPRING

Purple
Plastic
Sky Blue
Uprights

Spring Green
Metal
Blue
Decks



Sky Blue
Plastic
Starlight
Uprights

White
Metal
Gray
Decks

NEW
GALILEO

PLAYFUL

Spring Green
Plastic
Metallic
Uprights

White
Metal
Blue
Decks



Yellow
Plastic
Orange
Uprights

Spring Green
Metal
Brown
Decks

NEW
MANGO

METAL



PLASTIC



SHADE



3D



PRIMARY PALETTES

LIBERTY

Blue
Plastic
White
Uprights
Metallic
Metal
Gray
Decks



Blue
Plastic
Red
Uprights
Butterscotch
Metal
Blue
Decks
CANDY

FESTIVE

Green
Plastic
Butterscotch
Uprights
Red
Metal
Blue
Decks



Orange
Plastic
Sky Blue
Uprights
Spring Green
Metal
Gray
Decks
NEW
SPARKLE

NEW
SUNSET

Sky Blue
Plastic
Butterscotch
Uprights
White
Metal
Blue
Decks



3D

SHADE

PLASTIC

METAL



METAL



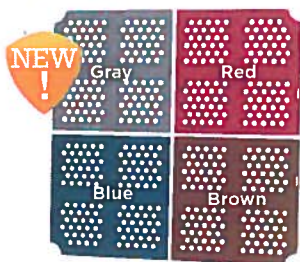
PLASTIC



POLYETHYLENE (HDPE)



DECKS



SUNBLOX™ CANOPY & SHADE



WALLCANO® HANDHOLDS



NETS



TIMBER DÉCOR



SPECIAL ROCK





DEPARTMENT OF PUBLIC WORKS

1307 Cloquet Avenue; Cloquet, MN 55720
Phone: (218) 879-6758 Fax: (218) 879-6555
Street - Water - Sewer - Engineering - Park
www.ci.cloquet.mn.us

REQUEST FOR ACTION

To: Park Commission
From: Caleb Peterson, Assistant City Engineer
Date: October 28, 2015

ITEM DESCRIPTION: Ski Club Agreement.

Proposed Action

Staff recommends the Park Commission **MOVE TO RECOMMEND APPROVAL OF THE AGREEMENT WITH THE CLOQUET SKI CLUB FOR USE OF THE PINE VALLEY SKI JUMPS.**

Background

The lease agreement with the Ski Club addressing use of the jumps at Pine Valley has expired and must be renewed prior to the 2015-2016 season. The proposed three year agreement is unchanged from previous years and has worked well in the past.

The original agreement was drafted by the City Attorney with a primary objective of limiting the City's liability. As part of the agreement, the Club is required to maintain liability insurance naming the City as an additional insured. Insurance coverage is to be equal to Minnesota statutory limits for City liability.

Policy Objectives

Park Master Plan Policy 7.1: Partnerships shall be sought to make unique opportunities available to the community and allow for facilities and programs that would otherwise be difficult to achieve by the City alone.

Park Master Plan Policy 7.4: The City shall require formal agreements with those partners providing resources, programs or activities benefiting the community.

Financial/Budget/Grant Considerations

Under the terms of the agreement operations and maintenance of the jumps are the sole responsibility of the Club. Long term, the City will need to address some higher dollar repair and maintenance items which were identified as part of a structural analysis completed in 2012 if the jumps are to remain in place.

Supporting Documents Attached

2015-2018 Agreement.

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is entered into by and between the CITY OF CLOQUET, a municipal corporation and political subdivision of the state of Minnesota (hereinafter referred to as the “City”) and the CLOQUET SKI CLUB, a nonprofit corporation organized under the laws of the state of Minnesota (hereinafter “Tenant”);

WITNESSTH

1. Leased Premises. City hereby leases to Tenant the City’s existing ski jumps in Pine Valley, including the “in runs, landings, and out runs,” but excluding all other portions of the Pine Valley Park including the chalet, slalom hills and cross country ski trails and rights and appurtenances pertaining thereto, if any, as is more particularly described on Exhibit “A” attached hereto (“Land”).

2. Term. The Lease shall continue in force for a term (the “Term”) of thirty-six (36) months, commencing on the date this Lease is executed.

3. Rent. As rental for the Lease (“Rent”), Tenant will pay City, at the address specified in Section 14 hereof, or such other address as may be designated by City, the sum of One Dollar (\$1.00) per annum payable in advance on the first day of the Term. The City will have no interest in or claim to any revenues the Tenant obtains from its operations on the Leased Premises, including revenue from concession sales, if any.

4. Utilities and Services. During the Term, City will retain all Utility billings in the City’s name and agrees to pay all Utility charges billed, if any, for each month in the Term. As used herein, the term “Utilities” shall include, but not be limited to, all sources of energy, power, or materials necessary or useful in the operation of the Leased Premises, including electricity, gas, water, and sanitary sewer furnished to and for the benefit of the Leased Premises. However, at the option of the City, the cost of water use can be shifted to the Tenant at any time upon thirty (30) day written notice. In addition the Tenant shall be responsible for arranging and paying for such garbage and snow removal, janitorial services and security services required by its activities and operations.

5. Taxes. In the event real estate taxes are assessed against the Leased Premises or any portion thereof as a result of this Lease, Tenant shall pay all real estate taxes

assessed against the Leased Premises and shall not allow same to become delinquent. In the event Tenant elects to protest or otherwise dispute the amount of any such taxes with the applicable taxing authority, Tenant will indemnify and hold harmless City from such taxes and any penalties thereon until such protest or dispute is resolved, and will provide City such security necessary to assure Tenant's payment of such taxes. At Tenant's request and at Tenant's sole cost and expense, City agrees to reasonably cooperate with Tenant to resolve such protest or dispute.

6. Signage Use, Releases. Tenant shall have the right to place signs on the Leased Premises; provided, however, that such signage shall first be approved by the City, and such approval is not to be unreasonably withheld or delayed, and shall comply with all applicable governmental ordinances, rules and regulations. Tenant will comply with all applicable laws, ordinances, rules and regulations of any duly constituted public authority relating to the Leased Premises.

7. Maintenance and Repair.

(a) As set forth in Section 8, the Tenant takes possession of the Leased Premises as is, where is, and without any warranties of any nature, express or implied, except for City's warranty that City has good and marketable title to the Leased Premises. Any and all maintenance, repairs or alterations shall be at the sole responsibility of Tenant at Tenant's expense.

(b) Tenant shall have the right to make such alterations to the Leased Premises as are or may be necessary or required for Tenant's contemplated use of the Leased Premises, so long as Tenant obtains the City's prior written consent and any proposed alterations do not alter or compromise the structural integrity of the Leased Premises.

8. Condition of the Leases Premises. Tenant has had the opportunity to inspect the Leased Premises, and particularly the ski jumps, prior to executing this Lease and further agrees to do so on a regular basis during the term of the lease. Tenant accepts the Leased premises as is, where is, and without any warranties of any nature, express or implied, except for City's warranty that the City has good and marketable title to the Leased Premises.

Further the tenant expressly covenants that it accepts the leased premises in "as is, where is" condition and with respect to the existing ski jumps has had the opportunity to

arrange for appropriate professional inspection(s) prior to executing this Lease. The Tenant covenants that it shall undertake such inspections of the ski jumps as in its judgment are necessary prior to commencing operations and shall complete any and all repairs or alterations, improvements and maintenance to insure that the same are in safe, usable, and insurable operating condition before commencing operations on the Leased Premises.

9. Indemnity. Tenant shall defend, indemnify, release and hold harmless the City from any claims, damages or losses whatsoever (whether personal injury, death or property damage) arising out of or connected with this Lease, and specifically the Leased Premises without regard to fault or cause. Tenant's duty to defend, indemnify, release and hold harmless as set forth in this Section extends to claims of tenant and its members, servants, agents, representatives and invitees; to claims from any third party; and to claims of or from Landlord, its officers, officials, servants, agents or representatives arising from the Tenant's lease and use of the leased premises.

10. Tenant's Insurance. Tenant shall, at its sole expense, maintain in effect at all times during the Term from an insurer acceptable to the City, general liability insurance coverage. In addition, Tenant agrees to include the City as an additional named insured on said policy and agrees to maintain limits in an amount equal to the statutory limits found in Minn. Statute Section 466.04, which limits are currently \$500,000 per claimant, \$1,500,000 per occurrence, except that said coverage may contain a limitation to \$3,000,000 aggregate per annum. Upon the occurrence of any claim or event, happening, circumstance or injury which may give rise to a claim, the City shall have the immediate right to terminate this Lease Agreement and close the ski jumps. Tenant shall give the City immediate notice of any claim or of any event, happening, circumstance, or injury which potentially may give rise to a claim. Tenant shall further maintain at its sole expense property damage and worker's compensation coverage as appropriate to its operations. Said insurance policies shall also carry the City as a named insured. Said insurance policies shall provide that the insurer shall not cancel said coverage without thirty (30) days prior written notice to the City. Tenant shall provide a certificate of said insurance coverage annually and upon request of the City.

11. Releases. The Tenant shall obtain from its invitees and each participant in its activities and events both a Release and covenant not to sue the City. The Tenant shall obtain said Release and covenant not to sue in the Release used specifically by the Tenant and in the Release the Tenant obtains on behalf of the United States Ski Association. Releases from participants shall contain an acknowledgment of risk, assumption of risk, and release and discharge of liability, specifically releasing and discharging the City of Cloquet, its officials, officers, employees, agents and representatives.

12. Damage or Destruction. In case of damage to the improvements by fire or other casualty, and at the sole discretion of the City, this Lease shall terminate and the Rent shall be apportioned to the time of the damage. In all other cases where the Leased Premises can be repaired to its original condition, the Tenant, at its option, shall repair the damage at its sole expense, or alternatively, elect to terminate the Lease.

13. Subletting or Assignment Prohibited. Tenant shall not assign its rights under this Lease and any other documents executed in connection with this Lease or Tenant's interest in the Leased Premises, or sublease the Leased Premises to any other entity without the prior written consent of the City.

14. Notices. Any notice which may or shall be given under the Term of Lease shall be in writing and shall either be delivered by hand or sent United States mail, registered or certified, addressed to the parties hereto at the respective addresses set off opposite the names below. Such addresses may be changed from time to time by either party giving notice as provided above. Notice shall be deemed delivered when received by the addressee (if delivered by hand) or when postmarked (if sent by mail).

TENANT:

Cloquet Ski Club
c/o Patrick Marciniak
1410 Highland Avenue
Cloquet, MN 55720

LANDLORD/CITY OF CLOQUET:

Mr. Brian Fritsinger
City Administrator
City of Cloquet
1307 Cloquet Avenue
Cloquet, MN 55720

15. Amendments and Survival. This Lease shall not be amended, changed, or extended except by a written instrument signed by both parties hereto. Except as provided in Section 13, the provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors, heirs and assigns.

16. Non-Discrimination. Tenant covenants that during the term hereof it shall comply with all applicable local, state and federal non-discrimination laws.

17. Entire Agreement. This Lease and any contemporaneous addenda or exhibits signed by the parties constitute the entire agreement between the City and Tenant and supersedes all previous agreements between them. No prior written or prior contemporaneous oral premises or representations shall be binding.

18. Time. Time is of the essence with respect to the performance of all obligations provided herein and the consummation of all transactions contemplated hereby.

19. Date. All references in this Lease to “the date hereof” or similar references shall be deemed referred to the last date, in point of time, on which all parties hereto have executed a fully executed copy of this Lease..

20. Gender. Words of any gender used in this Lease shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural and vice versa, unless the context requires otherwise.

21. Counterparts. This Lease may be executed in any number or counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

22. Severability. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

23. Default. As set forth in Section ten (10), upon the occurrence of a claim or of any event, happening or injury which may give rise to a claim, the City shall have the right to immediately terminate this Agreement and re-enter and recover the Leased

Premises without liability to the tenant for any expenses, costs or damages which the tenant may incur from the immediate termination. In all other cases of default by the Tenant in its obligations hereunder, City shall have the right to terminate this lease upon three (3) days written notice to Tenant, and thereafter re-enter and recover possession of the Leased Premises, without any liability to Tenant for claims, damages, costs or expenses arising from termination hereunder.

24. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this lease or any amendments to exhibits hereto.

CLOQUET SKI CLUB, a non-profit
Minnesota Corporation

By: _____
Its President

By: _____
Its Vice President

STATE OF MINNESOTA)
)ss.
COUNTY OF CARLTON)

On this ____ day of _____, 20___, before me, a Notary Public in and for said County, personally appeared _____ and _____, to me personally known who being each by me duly sworn did say that they are respectively the President and Vice President of the Cloquet Ski Club and that said instrument was signed and sealed on behalf of said corporation by the authority of its Board of Directors and that said President and Secretary acknowledge said instrument to be the free act and deed of said corporation..

Notary Public

CITY OF CLOQUET

By: _____
Its Mayor

By: _____
Its City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF CARLTON)

On this ____ day of _____, 20____, before me, a Notary Public in and for said County, personally appeared Bruce Ahlgren and Brian Fritsinger, to me personally known who being each by me duly sworn did say that they are respectively the Mayor and City Administrator of the City of Cloquet and that said instrument was signed and sealed on behalf of said City of Cloquet by the authority of its City Council and that said Mayor and City Administrator acknowledge said instrument to be the free act and deed of said City of Cloquet.

Notary Public

EXHIBIT A
LAND

The parties intend to lease the City's two existing ski jumps in Pine Valley, Cloquet, Minnesota, including the "in runs, landings, and out runs," but excluding the Chalet, the slalom hills, the cross country ski trails, and all other premises of the Pine Valley Park. The parties intend to lease sufficient land surrounding the jumps for the Tenant to carry out its ski jumping operations and activities. The parties agree that a one hundred foot perimeter measured from the outer edge of any side of the jumps will allow reasonable and sufficient land for the Tenant's operations.

WAIVER AND RELEASE OF LIABILITY

In consideration of the City of Cloquet (hereinafter referred to as "City") leasing property located in its park in Pine Valley to the Cloquet Ski Club (hereinafter referred to as the "Ski Club") which contains two ski jumps for use as such; and with the understanding that the Ski Club is under no obligation to lease this property but does so of its own free will, the Ski Club agrees and acknowledges as follows:

WARNING: The Ski Club fully understands and acknowledges that there are certain risks and dangers inherent in ski jumping both generally and specifically on City property. The Ski Club understands that ski jumping is a dangerous activity and that there are many hidden hazards that may exist on the property such as, holes, unseen terrain irregularities, wind, the physical condition of the ski jumps, and the existence of unauthorized and potentially careless persons on the land, including other skiers, or other risks that may injure or cause death or damage to persons or property on the premises. It is further understood that City personnel and invitees may continue to use the property in and around the ski jumps for recreation and management activities including, but not limited to, the harvesting of timber, parking, the use of herbicides, use of the chalet, the building or roads and trails and as access to ski and hiking trails for use by the public.

DUTY TO INSPECT: The Ski Club further accepts and understands that it has been given an opportunity to fully examine the property and the ski jumps it is leasing and fully accepts and agrees to lease the property in its current condition "As Is" with all existing faults and conditions. The Ski Club also warrants it will have the ski jumps professionally inspected prior to use and will complete any repairs or install any recommended maintenance or improvements at their sole cost prior to use. It is also understood that any risks and dangers mentioned above may be caused by unforeseen action and/or the negligence of the City, employees of the City, officers or agents of the City, or the negligence of others that the Ski Club invites onto the property or the negligence of third-party contractors and invitees that may be on the premises while the Ski Club is using the premises.

ASSUMPTION OF RISK: The Ski Club acknowledges and is fully aware of the risks involved and the voluntary leasing of this property and premises for ski jumping purposes and hereby assumes all risks and dangers and all responsibilities for any losses, injuries and/or damages, whether caused in whole or in part by the negligence or other conduct of City, its agents, officers, invitees or employees. However, the Ski Club understands this assumption of the risk does not apply to the intentional willful or wanton acts of the City.

STATEMENT OF WAIVER: The Ski Club, on behalf of its officers directors, agents and members, and insurers, hereby voluntarily agrees to release, waive, discharge, hold harmless, defend and indemnify the City of Cloquet its officers, agents, past and present council members, and employees, for any and all claims, actions, or losses for bodily injury, property damage, wrongful death or otherwise which may arise out of the use of the leased premises for ski jumping. The Ski Club specifically understands it is releasing, discharging, and waiving any claims or actions that it may have presently or in the future for negligent acts, by the City, or their officers, agents or employees and that this waiver is intended to cover our entire period of time as Lessor. To the fullest extent permitted by law the Ski Club understands that if an action is brought against the City of Cloquet or any of its employees, council members, agents or insurers which in any way arises out of the Ski Club's use or occupancy of the Leased Premises, that as Lessee the Ski Club agrees to indemnify and defend all actions at its expense and will agree to pay all attorney fees, court costs and other expenses of any kind and character and satisfy any judgment rendered against the City of Cloquet that may arise from its use of the Leased Premises.

WE HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE THAT IT IS OUR INTENTION TO EXEMPT AND RELEASE THE CITY OF CLOQUET FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, WONGFUL DEATH CAUSED BY NEGLIGENCE OR FAULT. HOWEVER, THIS WAIVER DOES NOT APPLY TO LIABILITY FOR INTENTIONAL, WILLFUL, OR WANTON ACTS.

Dated this ____ day of _____, 20____.

CLOQUET SKI CLUB

By: _____
Its President

By: _____
Its Vice President

ADULT WAIVER, RELEASE AND INDEMNITY AGREEMENT

In consideration of the consent to my use of the ski jumps located in Pine Valley in the City of Cloquet and with the understanding that I am under no obligation to use this property but do so of my own free will, I agree and acknowledge as follows:

STATEMENT OF WAIVER: I, on behalf of myself, my personal representatives, and my heirs, invitees, or guests, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the Ski Club and the City of Cloquet and their agents, officers all past and present Council members and employees, for any and all claims, actions, or losses for bodily injury, property damage, wrongful death or otherwise which may arise out of my use of the ski jumps located at Pine valley for ski jumping. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for negligent acts, by the owners, agents, officers, or employees of the Ski Club and the City of Cloquet and that this waiver is intended to cover the entire period of time while I am on or using the premises. To the fullest extent permitted by law I understand that if an action is brought against my use or occupancy of the ski jump premises, that I will agree to defend all actions at my expense and will agree to indemnify and pay all attorneys fees, court costs and other expenses of any kind and character which arise from my use of the premises and agree to satisfy any judgment rendered against the Ski Club and/or the City of Cloquet that may arise from my use.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT I AGREE THAT IT IS MY INTENTION TO EXEMPT AND RELEASE THE SKI CLUB AND CITY OF CLOQUET FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, WRONGFUL DEATH CAUSED BY NEGLIGENCE OR FAULT. HOWEVER, THIS WAIVER DOES NOT APPLY TO LIABILITY FOR INTENTIONAL, WILLFUL, OR WANTON ACTS.

Dated this _____ day of _____, 20____.

Signature

Address

Age and Date of Birth

City, State, Zip Code

Phone Number

**PARENT/LEGAL GUARDIAN PERMISSION SLIP
AND INDEMNITY AGREEMENT**

I hereby give and grant permission for my son/daughter/ward to participate in activities related to ski jumping at the Pine Valley ski jumps located in Cloquet, Minnesota.

In consideration of my consent to the use of the ski jumps located in Pine Valley in the City of Cloquet and with the understanding that I am under no obligation to permit my son/daughter/ward to use this property or be on the premises during the use of the ski jumps but do so of my own free will, I agree and acknowledge as follows:

STATEMENT OF WAIVER: I, on behalf of myself, my child/ward and any personal representatives and heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the Ski Club and City of Cloquet and their agents, officers, all past and present Council members and employees, for any and all claims, actions, attorney fees, costs or losses for bodily injury, property damage, wrongful death or otherwise which may arise out of my child/ward's use of the ski jumps, or by the presence in the vicinity of the ski jumps located at Pine Valley.

I specifically understand that I may be releasing, discharging, and waiving claims or actions that may exist or in the future may exist for negligent acts, by the owners, agents, officers, or employees of the Ski Club and the city of Cloquet and that this waiver is intended to cover the entire period of time while I or my child/ward are on or using the premises. To the fullest extent permitted by law I understand that if an action is brought against the Ski Club or the City of Cloquet which in any way arises out of my child/ward's use or occupancy of the ski jump premises, whether as a result of their injury or death or the injury or death of another person as a consequence of my child/ward's use of the premises, that I will agree to defend all actions and claims at my expense and will agree to indemnify and pay all attorneys fees, court costs and other expenses of any kind and character which arise from my child/ward's use of the premises and agree to satisfy any judgment rendered to the fullest extent except to the extent the Ski Club and the City of Cloquet are not determined to be legally liable.

I agree that I understand the inherent risks and hazards related to ski jumping and the activities associated with ski jumping that my child/ward will be participating in. I understand that I have been given an opportunity to discuss this activity with representatives of the activity and that this consent is informed.

Signature (Parent/Legal Guardian)

Date

Name of Participant

Age/Date of Birth

EMERGENCY MEDICAL TREATMENT CONSENT: In the event of an emergency, I give permission to transport my child/ward to a hospital for emergency medical care and treatment. I wish to be advised prior to any further medical treatment by the hospital or doctor. In the event of an emergency and I am unable to be reached, please contact me through the following numbers:

Parent/Guardian Phone

Parent/Guardian Alt. Phone

Name/Relationship Phone

Name/Relationship Phone

Medical Insurance Provider

Child/Ward's Special Medical Conditions

Please provide any important medical information about your child/ward that may be pertinent to his/her participation in the above activity.

