

Agreement

This Agreement is entered into on _____, between Youth Worker Closet (“YWC), whose address is Cottage Grove, MN, and _____ (“Participant”), whose address is _____, under the following terms and conditions:

Whereas, YWC (a ministry of New Life Evangelical Free Church) is a non-profit religious organization, that is willing to provide low cost amusement type activities and equipment (“Equipment”) for the purpose of spiritual camaraderie and youth ministry under the terms of this Agreement; and

Whereas, the Participant is desirous of the use of the amusement equipment for these purposes under the terms of this Agreement.

Therefore, in consideration for the payment of \$_____ by the Participant, YWC will provide the Equipment to the Participant for its use, but only under the following terms and conditions:

1. The Participant recognizes that the Equipment has certain inherent dangers associated with its use and understands that the Participant is solely responsible for: (i) the proper supervision and control of the equipment, (ii) for those that assist in the supervision and control in the use of the Equipment (“Supervisors”), and (iii) for those they invite or otherwise permit to use the equipment (“Users”).
2. Participant agrees to take such actions as it deems necessary to assure the safety of the Supervisors and Users, including:
 - A. Participant agrees to provide competent adult individuals to supervise the use of the Equipment, to supervise the Users of the equipment, and to provide adequate crowd control.
 - B. Participant acknowledges that YWC has provided to it copies of the factory manuals for each piece of Equipment being used and has provided adequate and sufficient instructions on the use of the Equipment.
 - C. Participant agrees to prohibit the use of alcohol and drugs by Users and Supervisors, and to take such actions as deemed necessary to prohibit those under the influence of such from using the Equipment.
 - D. Participant agrees to use the Equipment only as permitted in the factory manuals.
3. The Participant does hereby release, acquit and forever discharge YWC, and its agents, servants, successors, heirs, executors, administrators, personal representatives and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the Participant may have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage and the consequences thereof resulting or to result from any accident, casualty or event occurring from the use of the Equipment by the Participant, Supervisors, and/or Users.
4. **Warranty Disclaimer. YWC MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED, CONCERNING THE SAFETY OR APPROPRIATENESS OF THE EQUIPMENT FOR THE USE INTENDED BY THE PARTICIPANT.**

5. Limitation of Liability. IN NO EVENT SHALL YWC BE LIABLE TO THE PARTICIPANT FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS OR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT PRODUCT LIABILITY) OR OTHERWISE.
6. Participant agrees to indemnify, defend and hold YWC harmless from any obligations, costs, claims, judgments, losses, expenses, liabilities, and reasonable fees of attorneys and experts ("Liabilities") in circumstances where a third party alleges that it has been damaged in any manner by the use of the Equipment.
7. Participant agrees to assume all responsibility and liability associated with the set-up, use of, and break-down of the Equipment.
8. Law and Venue. This contract shall in all respects be interpreted, construed and given effect according to the laws of the State of Minnesota. The parties agree that Dakota County Minnesota shall have exclusive jurisdiction and venue for any action, lawsuit or proceeding under this contract, and waive any claim or right to a jury trial.
9. Participant states that it has contacted its insurance carrier and has proper and adequate insurance in place to adequately cover injuries and damages that may arise under this Agreement.

Wherefore, the undersigned agree to the terms of this Agreement as of the date first written above.

YWC

By: _____
YWC Authorized Agent

Participant _____

Organization _____