

SERVICE AGREEMENT

Offroad Cycling Trails Program in Sechler Park

This Agreement (“Agreement”) is made and entered into by and between the City of Northfield, a municipal corporation under the laws of the State of Minnesota (the “City”), and Cannon River Offroad Cycling and Trails, a nonprofit corporation under the laws of the State of Minnesota, 304 Oxford Street, Northfield, MN 55057 (“CROCT”); (collectively the “parties”).

RECITALS:

WHEREAS, the City is the owner of certain real property consisting of a public park in the City of Northfield known as Sechler Park (the “Park”); and,

WHEREAS, CROCT is a voluntary organization of bicycling enthusiasts with the goal to improve and maintain bicycling opportunities within the City; and,

WHEREAS, the City and CROCT are interested in promoting off-road bicycling as an outdoor recreation and fitness activity and in developing and maintaining quality trails for bikers of all ability levels in Sechler Park; and,

WHEREAS, CROCT desires to provide certain services stated in this Agreement for the development, construction, operation and maintenance of bike trails in Sechler Park (the “Program”); and,

WHEREAS, this Agreement identifies specific projects in Sechler Park, including the design and construction of bike park features, bike park trails, and bike park trail maintenance and patrol activities, which CROCT has agreed to provide in coordination with and as a service to the City (the “services”); and,

WHEREAS, this Agreement establishes the responsibilities and the conditions under which the above described Program and services will be provided by CROCT to the City, as approved by the City; and,

WHEREAS, the portion of Sechler Park designated for the Program and authorized for use by and provision of services by CROCT is depicted in Exhibit A, which is attached hereto and incorporated herein by reference (the “Premises”); and,

WHEREAS, the City is willing to permit such improvements, use and services subject to the terms, covenants, and conditions contained herein.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

1. **Ownership of Property and Improvements.** All improvements constructed on the Premises or otherwise on City property shall be, and remain the property of the City. All materials, including records, data, and other information acquired, developed or documented under this Agreement shall be the property of the originating party, unless otherwise mutually agreed upon by both parties. At all times during the Term of this Agreement, the City shall own all improvements made to and fixtures added to the real property within the Premises, inclusive of all improvements made during this Program as well as subsequent to this Program. Upon termination of this Agreement, the City shall retain ownership of all improvements within and fixtures to the Premises. During the Term hereof and thereafter, all incidents of ownership in the Premises shall remain with the City. CROCT shall gain no property interest in the Premises by virtue of this Agreement, any improvements to the Premises, or otherwise.
2. **Term of Agreement.** The term of this Agreement shall be from June 15, 2016 through December 31, 2016 (the "Term"). Thereafter, this Agreement will be automatically renew for two additional terms of one year each, unless earlier terminated as provided herein.
3. **CROCT Volunteers and Employees.** Volunteers and employees of CROCT assigned to provide services under this Agreement at Sechler Park within the Premises are volunteers or employees of CROCT, as applicable, and are covered under the policies and procedures of CROCT in relation to volunteer or employee provision of services, organization and management. Volunteers or employees of CROCT are not employees of or individual volunteers or employees of the City. Any CROCT volunteers assigned to provide services under this Agreement shall be required by CROCT to sign a Waiver and Release of Liability on the form attached hereto as Exhibit B and shall abide by all policies, directives and procedures of the CROCT and City, as applicable.

In accordance with those conditions contained in this Agreement, CROCT personnel, agents or volunteers are authorized to use any tools, vehicles or equipment, including power tools, chainsaws and other powered equipment, within the Premises, to provide services under this Agreement, provided however, that the same are properly trained and supervised by CROCT. The City shall have no responsibility to train or supervise CROCT employees or volunteers providing services to the City pursuant to the Agreement, and CROCT assumes all liability with respect to the same and hereby expressly waives any claims related thereto against the City.

4. **CROCT Services and Responsibilities.** During the term of this Agreement, CROCT shall provide the following services (the "services") within the Premises:
 - a. Provide technical support to the City in determining the location and design of technical features for the Sechler Park bike trails, consistent with the planned ability level of the trail segment in accordance with the International Mountain Bike Association ("IMBA") guidelines.

- b. Prior to making any significant trail alignment changes, CROCT must submit recommendations to the City for review and approval by the City Engineer. For purposes of this paragraph an alignment change shall be significant if it exceeds 5 feet in width from the centerline of the trail and exceeds 20 feet in length. Any planned reroute within 20 feet of a wetland will require City approval. Wetlands shall include any area which is persistently wet, with organic soils and wet vegetation, regardless of official designation.
- c. Provide and supervise CROCT volunteers, agents and employees in the construction of approved technical features and alignment changes as well as the following:
 - i. Utilize tools owned by CROCT or those City hand (non-power) tools that may be made available by the designated City Public Works Foreman.
 - ii. Technical features and alignment changes must conform to IMBA guidelines and City approved designs.
 - iii. Train and supervise volunteers in appropriate construction techniques and use of hand tools, power tools and other equipment and vehicles in accordance with IMBA guidelines and other training guidelines as applicable to the techniques and/or tools, equipment and vehicles or equivalent standards and guidelines as may be required by the Director of Public works or his or her designee.
 - iv. Identify a CROCT crew leader(s) and submit their name(s) to the designated City Public Works Foreman.
 - v. Coordinate work schedules and on-site public notification, when needed, with the designated City Public Works Foreman.
 - vi. CROCT volunteers may use bikes in the on-site planning and testing of technical features prior to official trail opening as coordinated with the City Public Works Foreman.
- d. Assist with the inspection and repair and maintenance of the trail(s) within the Premises.
 - i. Seasonally submit to the City for approval a schedule identifying minimum timetable for trail observation/inspection and reporting.
 - ii. Seasonally submit to the City a report for the prior year of CROCT activities.
 - iii. Ensure that all volunteers have received training in trail inspection and maintenance responsibilities and use of hand tools, power tools and other equipment and vehicles according to IMBA guidelines and other training guidelines as applicable to the techniques and/or tools, equipment and vehicles or equivalent standards and guidelines as may be required by the Director of Public works or his or her designee.
 - iv. Perform routine maintenance activities. In the event that CROCT is unable to safely and promptly address an identified issue that may create an unsafe situation, the CROCT volunteer should notify the City Public

Works Foreman on duty. In the performance of routine maintenance activities, CROCT volunteers are authorized to sculpt and/or remove dirt as needed throughout the bike park.

- e. Work with the City in developing a routine inspection log report sheet for use by volunteers for the regularly scheduled inspections that will identify desired items for inspection and implement the use of this report sheet in the regular inspection of the bike trails. Copies of reports should be submitted to the City Parks Maintenance Supervisor.
- f. Recommend to the City for consideration the types, location and language for trail directional, cautionary and informational signs and install (if requested by the City).
- g. Tree Removal.
 - i. CROCT may sculpt and or remove downed trees found on the trail so long as the removal work may be performed safely.
 - ii. Any power equipment used on the Premises must be authorized prior to such use on a per occurrence basis by the Public Works Foreman.
 - iii. CROCT shall obtain approval from the designated City Public Works Foreman to cut live standing trees of native species over 4 inches in diameter.
 - iv. CROCT shall scatter/remove the brush and cut-up small trees at least 10 feet off the trail. No standing portion of the shrub or tree stump shall extend more than 2 inches above the ground.
 - v. CROCT may cut large trees up to 12 inches in diameter that fall across the trail to clear passage for the bike trail, but shall leave in place the remaining portions of the trees, provided it is safe to do so. Safety concerns shall be reported to the City Public Works Foreman on duty. Downed or hazardous trees that cannot be removed by CROCT in accordance with the above requirements shall be reported to the City Public Works Foreman on duty.
 - vi. The City will be responsible for removing those trees that are larger than authorized or otherwise cannot be removed by the CROCT.
- h. A designated CROCT representative(s) may make recommendations to the City's Street and Park Manager as to when to close and re-open the bike park trails due to poor conditions or other unforeseen circumstances observed during bike patrol or maintenance activities.
- i. Provide trail patrol volunteers (Ambassadors) as an optional service to assist in monitoring trail activities and providing assistance to trail users.
 - i. CROCT may provide volunteers identified and trained by CROCT as trail patrollers to ride and monitor the trail.

- ii. Trail patrollers can offer assistance to trail users within the scope of their training and volunteer status under CROCT.
 - iii. Trail patrollers should call 911 for emergency assistance.
 - iv. Contact the City Police Department for non-emergency situations such as, to report suspicious activity, vandalism, uncooperative behaviors, or unauthorized trail use, at (507) 645-4477. Trail patrol should also communicate the same with the City Public Works Foreman.
 - v. Provide the City with summary trail safety reports as generated by the CROCT volunteer trail patrol.
- j. CROCT will not interfere with the enjoyment of park users and must abide by City Ordinances and State law, as applicable.
 - k. CROCT will take all necessary precautions to protect and preserve the Premises and public during performance of any services or activities within or use of the Premises as contemplated in this Agreement.
 - l. CROCT will not conduct any services activities outside the Premises designated in Exhibit A.
5. **Insurance.** CROCT and its volunteers, employees or agents shall not commence any services as part of the Program under this Agreement until CROCT has obtained all insurance required herein. All required insurance coverage shall be maintained throughout the life of this Agreement.
- a. CROCT agrees to procure and maintain, at CROCT's expense, statutory worker's compensation coverage for its employees and volunteers as required by law. If Minnesota Statutes, section 176.041 exempts CROCT from Workers' Compensation insurance or if the CROCT has no employees, CROCT must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes CROCT from the Minnesota Workers' Compensation requirements. If during the course of this Agreement the CROCT becomes eligible for Workers' Compensation, the CROCT must comply with the Workers' Compensation insurance requirements herein and provide the City with a certificate of insurance.
 - b. CROCT agrees to procure and maintain, at CROCT's expense, general commercial liability ("CGL") insurance coverage insuring CROCT against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by CROCT or its employees or volunteers or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law. The policy(ies) shall name the City as an additional insured for the services provided under this Agreement and shall provide that the CROCT's coverage shall be primary and noncontributory in the event of a loss.

- c. CROCT agrees to procure and maintain, at CROCT's expense, the following insurance policies, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater:

Worker's Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 property damage and bodily injury per occurrence \$3,000,000 annual aggregate \$1,000,000 annual aggregate Products – Completed Operations

- d. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to the City by CROCT and are attached hereto as Exhibit C.
- e. CROCT's insurance policies and certificate(s) shall not be cancelled or the conditions thereof altered in any manner without Ten (10) days prior written notice to the City.
- f. CROCT's policies shall be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of CROCT's performance under this Agreement.
- g. CROCT is responsible for payment of all related insurance premiums and deductibles. If CROCT is self-insured, a Certificate of Self-Insurance must be attached.
- h. CROCT's policies shall include legal defense fees in addition to its liability policy limits.
- i. All policies listed above shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis.
- j. CROCT shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota
- k. Notwithstanding the foregoing, the City reserves the right to immediately terminate this Agreement if the CROCT is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against the CROCT.

6. **City Responsibilities.** During the term of this Agreement, the responsibilities of the City are as follows:
- a. To review and approve design and implementation plans for all agreed to CROCT activities.
 - b. To loan hand-tools for construction and maintenance activities, upon request and approval of the designated City Public Works Foreman.
 - c. To provide City park maintenance staff support for approved work on a schedule agreed to by the City Public Works Foreman.
 - d. To review and approve recommended technical feature designs, construction schedules and bike trail maintenance schedules.
 - e. To recognize CROCT's contributions for bike trail design and construction and maintenance in appropriate signage at an appropriate location in a manner approved by the City and to be coordinated through the City Administrator.
 - f. To display a message about the CROCT organization and event opportunities in a manner approved by the City at a location approved by the City Administrator.
 - g. To authorize CROCT to have an informational display/booth at the trailhead up to two times per year for the purposes of providing information about CROCT memberships and mountain biking events, as approved and coordinated with the City Administrator. Informational displays may also be approved for City permitted bike trail events. Requests for a permit for direct financial solicitation (membership sales) must be approved in advance by the City Administrator.
 - h. To notify CROCT of bike trail closures or events, which affect the use of the bike trails for posting on the CROCT web site.
 - i. The City will maintain the West Draw Park in which the City of Northfield Bike Park is located, including the parking area and other features of the Sechler Park.
7. **Funding.** The parties may cooperate to seek public or private funding sources for the Program whether from third-party grants or resources of one or more of the parties. It is understood that any funds designated to the Program are subject to approval by the City Council in its sole judgment and discretion. The City will generally not be responsible for any costs and expenses associated with maintaining off-road bicycle trails other than as provided in this Agreement. CROCT is responsible for all costs and expenses associated with its services and activities as part of the Program and under this Agreement and there shall be no reimbursement from the City for the same during the Term hereof or following termination hereof.

8. **Donation.** CROCT agrees that for the Term hereof all funds and labor necessary for the Program and services provided by CROCT, its agents, employees or volunteers within the Premises and pursuant this Agreement, are to be made at CROCT's sole cost and expense and represent a donation to the City for public purposes for which the CROCT will receive no reimbursement or compensation during the Term hereof or following termination hereof.
9. **Damage to Equipment.** CROCT is responsible for any loss or damage to equipment, including vehicles, used by CROCT in relation to providing any services pursuant to this Agreement. Uninsured losses or damages to equipment shall be paid by the party owning the equipment. A party providing a motor vehicle for use pursuant to this Agreement shall be responsible for providing liability insurance coverage for the specific vehicle. Each party waives the right to sue the other party for any damages to or loss of its equipment.
10. **Signage.** CROCT will not erect any signs within the Premises without the express written consent and approval of the City.
11. **Conditions of Premises "As Is" and Not Warranted.** The City does not warrant that the Premises are suitable for the purposes for which it is permitted to be used or the services provided by CROCT under this Agreement. The City shall have no responsibility with regard to any failure of or damage to CROCT's improvements within the Premises. CROCT understands and acknowledges that this Agreement grants it only a terminable license to use the Premises to provide the services for the Program.
12. **Conditions.** The license granted hereby to CROCT to provide services on the Premises depicted in Exhibit A for the purpose stated above is subject to the following conditions:
 - a. CROCT shall commence no work authorized by this Agreement within the Premises related to the improvements until it has obtained all required approvals and permits as required by the City. CROCT shall submit plans and specifications for CROCT's improvements and any future alterations or modifications to the City Engineer for approval. All improvements shall comply with applicable law and City ordinances.
 - b. CROCT shall take all necessary precautions to protect and preserve the Park during any services activities within or use of the Premises as contemplated in this Agreement.
 - c. CROCT shall take all necessary precautions to avoid creating unsafe or unsanitary conditions within the Premises and shall keep the Premises free from refuse during any services activities undertaken by CROCT within the Premises.
 - d. CROCT shall conduct any work authorized by this Agreement in a manner so as to insure the least obstruction to and interference with present and continued use of the Park as a public park.
 - e. CROCT shall notify Gopher State One Call prior to conducting any digging or excavation necessary to construct, install, maintain, operate or repair the improvements and comply with the requirements thereof.

13. **Right of Entry.** The CROCT shall permit or allow the City and the agents and employees of the City to enter upon the Premises at any time for the purpose of inspecting the improvements or services and any other City or park purposes in City's sole judgment and discretion. The City may order the immediate cessation of any services, project or work that exceeds the scope of this Agreement or otherwise poses a threat to the life, health, safety or welfare of the public. The City may order CROCT to correct any project or work to comply with the scope of this Agreement or other applicable standards, conditions or laws
14. **Public Trails.** The parties intend that the off-road trails constructed and maintained pursuant to this Agreement are available to the public without any user fees or the purchase of a trail pass. The off-road trail system may be used by bicyclists, hikers, runners, snowshoers, cross-country skiers, or for other uses that are consistent with the use of a trail. While carefully designed to IMBA standards, the off-road bike trails are susceptible to damage from overuse or from any use during wet conditions, and for this reason should not be used for mass start races or any events which by their nature would place a large number of racers or users on the trails at the same time under wet conditions.
15. **Termination of Agreement.** Either party may terminate this Agreement upon 30 days written notice to the other party.
16. **Hold Harmless Agreement.** Each party agrees that it will be responsible for its own acts or omissions and the results thereof and shall not be responsible for the acts of the other party and the results thereof. CROCT knows, understands and acknowledges the risks and hazards associated with CROCT, its agents, employees and volunteers providing the services and responsibilities contained in this Agreement and hereby assumes any and all risks and hazards associated therewith. CROCT hereby irrevocably waives any and all claims against the City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by CROCT as a result of the performance of its own operations, services or activities or the operation, services or activities of its agents, volunteers or employees under this Agreement, including any acts or acts of negligence, or the failure to exercise proper precautions, of or by itself or its own agents, volunteers or employees, and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all such claims of liability related to the CROCT's services provided under this Agreement and the improvements to be installed, constructed, operated and maintained therein, except those resulting from the negligence or intentional misconduct of the City.

CROCT further agrees to defend and indemnify the City, and its officers, employees, and agents, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from CROCT's performance or failure to perform its obligations under this Agreement; but only to the extent primarily caused by the negligent acts, errors, or omissions of CROCT or anyone for whose acts CROCT may be liable.

The City agrees to defend and indemnify CROCT, and its officers, employees, and agents, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the City's performance or failure to perform its obligations under this Agreement; but only to the extent primarily caused by the negligent acts, errors, or omissions of the City or anyone for whose acts the City may be liable.

Nothing herein shall be construed to constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes, Chapter 466 or a waiver of any available immunities or defenses for the City.

17. General Terms.

- a. RECITALS. The recitals to this Agreement are made a part hereof and incorporated herein by reference.
- b. VOLUNTARY AND KNOWING ACTION. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- c. AUTHORIZED SIGNATORIES. The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- d. MECHANIC'S LIENS. CROCT hereby covenants and agrees that the CROCT will not permit or allow any mechanic's or materialman's liens to be placed on the Premises or any City interest in the City's property during the term hereof for labor performed or material supplied in connection with any work or improvements performed or caused to be performed by CROCT. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the City's interest, the CROCT shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that the CROCT may contest any such lien provided the CROCT first provides adequate security protecting the City against such lien.
- e. NOTICES. The parties' representatives for notification for all purposes are:

City:

Name: David Bennett, P.E
Position: Public Works Director/City Engineer
Address: 801 Washington Street

Northfield, MN 55057-2565
Phone: 507-645-3006

CROCT:

Name: Marty Larson
Position: Chair
Address: 912 Meadowview Lane
Northfield, MN 55057
Phone: 608-412-2786

All communications, demands, notices, or objections permitted or required to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this Agreement, to the address set forth in this Agreement, or if to a party not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the 10th day after the giving of such notice, such newly designated address shall be such address for the purpose of all communications, demands, notices, or objections permitted or required to be given or served under this Agreement.

- f. **ASSIGNMENT OR TRANSFER OF AGREEMENT.** CROCT shall have no right to assign its interest in this Agreement without the prior written consent of the City.
- g. **MODIFICATIONS/AMENDMENT.** Any alterations, variations, modifications, amendments or waivers of the provisions of this AGREEMENT shall only be valid when they have been reduced to writing, and signed by authorized representative of the City and CROCT.
- h. **INDEPENDENT CONTRACTOR STATUS.** CROCT, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of the City for any purpose. No statement contained in this Agreement shall be construed so as to find CROCT to be an employee of the City, and CROCT shall not be entitled to any of the rights, privileges, or benefits of employees of the City, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. CROCT acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from any payments due CROCT, and that it is CROCT's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

- i. CUMULATIVE RIGHTS. Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the City or the CROCT is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.
- j. RECORDS—AVAILABILITY AND RETENTION. Pursuant to Minn. Stat. § 16C.05, subd. 5, CROCT agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CROCT and involve transactions relating to this Agreement. CROCT agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- k. COMPLIANCE WITH LAWS. CROCT shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, improvements, personal property, programs and staff or volunteers for which CROCT is responsible.
- l. GOVERNING LAW. This Agreement shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- m. DATA PRACTICES. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
- n. NO WAIVER. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
- o. SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

- p. ENTIRE AGREEMENT. These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- q. HEADINGS AND CAPTIONS. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- r. SURVIVABILITY. All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of City and CROCT arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- s. FORCE MAJEURE. Neither party shall be held responsible for losses resulting if the fulfillment of any terms or conditions of this Agreement are delayed or prevented by any cause, event or circumstance not within the reasonable control of the party whose performance is interfered with (each a “force majeure event”), including without limitation, acts of God, war, insurrections, hostilities, riots, severe weather, floods, fire or tornados.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have hereunto executed this document on the latest date affixed to the signatures hereto.

CANNON RIVER OFFROAD CYCLING AND TRAILS

By: _____
Marty Larson, Its Chair

Date: _____

COUNTY OF RICE)
) ss.
STATE OF MINNESOTA)

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on _____, 2016, by Marty Larson, its Chair, on behalf of Cannon River Offroad Cycling and Trails, a nonprofit corporation under the laws of the State of Minnesota.

Notary Public

CITY OF NORTHFIELD

By: _____
Dana Graham, Its Mayor

Date: _____

By: _____
Deb Little, Its City Clerk

Date: _____

COUNTY OF RICE)
) ss.
STATE OF MINNESOTA)

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on _____, 2016, by Dana Graham and Deb Little, respectively the Mayor and City Clerk, on behalf of the City of Northfield, a municipal corporation under the laws of the State of Minnesota.

Notary Public

EXHIBIT A
DEPICTION OF PREMISES

**EXHIBIT B
VOLUNTEER WAIVER AND RELEASE AGREEMENT**

This Document Affects Your Legal Rights. Read Carefully Before Signing.

I wish to volunteer with Cannon River Offroad Cycling and Trails (“CROCT”) to assist the City of Northfield (the “City”) with bike trail development, construction, operation and maintenance services and activities in Sechler Park pursuant to that certain Service Agreement between the City and CROCT, dated _____, 2016 and associated applicable rules (the “Program”). I state and affirm that:

1. My participation in the Program is voluntary and on CROCT’s and the City’s behalf. I agree to be subject to CROCT’s and the City’s direction and control. I have read the above-referenced Agreement and applicable guidelines and rules for my participation in the Program. I am a validly registered participant in the Program and volunteer with CROCT. I understand and acknowledge that I will be providing certain services to the City, but am a volunteer with CROCT as the service provider. I will abide by all rules and regulations imposed on the participants in the Program and acknowledge that failure to do so will result in my removal from the Program by CROCT.
2. I understand and acknowledge the Program I am about to voluntarily engage in as a volunteer has certain risks and hazards, including but not limited to, minor or serious personal injury, even death, as well as property loss as I will be involved in the physical activity of bike trail construction, operation and maintenance. I understand these risks, known or unknown, anticipated or unanticipated, may result in injury, death, illness, disease or damage to myself or my property, or to other persons and their property. I nevertheless freely and voluntarily assume the aforesaid risks and hazards and accordingly my participation in the Program shall be entirely at my own risk. I acknowledge that I am physically able to participate in the Program.
3. In the event that I am injured while participating in the Program, the CROCT or the City may, but is not required to, secure such medical advice and services for me as it, in its discretion, may deem necessary for my health and safety, and I shall be financially responsible for all such advice and services.
4. In consideration of being allowed to participate in this Program, I hereby personally assume all risks in connection with this Program and I hereby agree to hold the CROCT and the City, its officials, employees, agents and contractors harmless and I waive any right to make claims or bring lawsuits against the CROCT or the City or anyone working on behalf of the CROCT or City for any injuries or damages related to the alleged negligence of the CROCT or the City or for any expense or liability the CROCT or the City may incur as a result of my conduct, actions or omissions while performing any services or activities in the Program.
5. This waiver of liability does not waive liability for any injuries that I obtain as the result of the negligence or willful, wanton or intentional misconduct by the CROCT or the City or any person acting on behalf of the CROCT or the City.
6. **I understand that entering into and signing this agreement affects my legal rights and results in my giving up or waiving certain legal rights, and I accept this and sign this agreement of my own free will.**
7. The terms of this agreement shall bind the members of my family, if I am alive, and my heirs, assigns and personal representatives if I am deceased.
8. **My signature indicates I have read this entire document, understand it completely, acknowledge that it cannot be modified or changed in any way by oral representations, and agree to be bound by its terms.**

Name _____
(Please Print Full Name)

Address _____
Street City State Zip Code

Signature

Date

Notice: If participant/volunteer is under 18 years old or has a legal guardian, this waiver and release must be co-signed by a parent or guardian.

I certify that I am the parent or legal guardian of the above individual and hereby consent to his or her participation in the Program. I have read and understand the above Waiver and Release Agreement and I agree to be bound by the terms stated therein.

Name of Parent/Guardian (Please Print)

Signature of Parent/Guardian

Date

EXHIBIT C
CERTIFICATES OF REQUIRED INSURANCE COVERAGES

[Certificates of Insurance attached hereto]