



**CITY OF NORRIS
HOLD HARMLESS AGREEMENT
FOR OUTSIDE LEAGUES**

This Agreement entered into as of the date of the respective signatures of the representatives of the entities hereinafter names, by and between the City of Norris, TENNESSEE, and _____ (*name of league*).

WITNESSETH:

In consideration of City allowing Soccer Organizations “League” to conduct certain League activities and sports activities upon property owned by City, specifically (*Scheduled Games and Practices*). The City public areas unless otherwise reserved through the City Office are open to public use and not specifically reserved for League use. The parties agree as follows:

1. League does hereby agree to indemnify and hold harmless City for and from any and all claims of every nature whatsoever for personal injury and damages to property, for and from occurrences upon property owned by City arising out of participation by League members, participants, etc., in League sanctioned activities.
2. League further agrees to procure and to cause to remain in full force and effect adequate liability insurance coverage regarding League’s activities on City property, said liability insurance to be in the minimum amount of \$1,000,000 per occurrence. Same shall provide that the City be an additional named insured thereunder. League shall cause to be furnished to City a Certificate of Insurance in compliance with above stated requirements.
3. League further agrees that in conducting its sports activities on property of City that it shall for itself, its agents, employees and participants at all times be subject to and adhere to all rules, regulations and ordinances of the City.



5. ***If applicable***, the League shall be responsible for obtaining authorization for performances of copyrighted musical works and other material and shall be responsible for ensuring the entertainers have obtained the proper and necessary authorization to perform the necessary license agreements. The USER shall defend, indemnify and save the city harmless from and against any and all claims, lawsuits, and demands, for or in connection with the performance of copyrighted musical works. The User shall be responsible for obtaining, at its sole cost, the necessary license agreements. The User shall defend, indemnify, and save the City of Norris harmless from and against any and all claims, lawsuits, and demands, for or in connection with the performance of copyrighted musical works by entertainers at, during an/or in conjunction with this event.
6. The League recognizes that head injuries and concussions can result in serious injury. Tennessee has adopted a Sports Concussion Law that applies to most youth athletic leagues. By signing below, the League acknowledges that it is familiar with and has complied with the requirements of Tenn. Code Ann. § 68-55-503 regarding community-based youth athletic activity (a copy of said statute is attached hereto). The League also assumes full responsibility for compliance with the written policy, training, and record retention required by this statute.
7. The League is aware of and is fully responsible for compliance with the Sudden Cardiac Arrest Prevention Act T.C.A. 68-54-100 et.al) which requires the league to fully train and inform parents, coaches and players of the identification and handling of sudden cardiac events. The League assumes all responsibility for written policy, training and record retention required by the State.
8. League further agrees that as sponsor of sports activities and for all League sanctioned activities, it shall require all participants to execute waivers individually if they are adults, and by parent or guardian if they are minors, wherein all rights of action or claims against City for injuries or damages sustained by any participant in activities conducted on city property shall be waived, and said waiver shall be filed with City prior to the beginning of each sports season. Any participant for whom said waiver has not been filed with City shall not be allowed to take part in activities on City property.
9. In the event any action is brought against the City by any person for injuries or damages occasioned upon City property and/or resulting from League's use of City property, in addition to the provisions hereinabove set forth, League agrees to be liable for and indemnify City from any and all expenses incurred by City in defending said action and to pay all costs and/or judgments which ultimately might be assessed or adjudged against City which are in excess of the liability insurance coverage hereinabove provided.



WITNESS OUR HANDS for effective date of _____, 20____, and a duration of one (1) year.

CITY OF _____ TENNESSEE

BY _____
(name and title)

(league name)

BY _____
(name and title)