



TOWN OF KIMBALL
 675 Main Street Kimball, TN 37347
 Phone 423-837-7040 Fax 423-837-1039
 Police Department – Non Emergency 423-837-7554
 In Case of Emergency – Call 911

GENERAL RELEASE, WAIVER AND INDEMNITY AGREEMENT

In consideration of the use of the property of the Town of Kimball, Tennessee including but not limited to the Town Park, the Town’s Community Building, the Town’s Fire Hall, and Barn Structure, the undersigned “User” acknowledges and agrees for himself, herself, itself and any personal representatives, heirs and next of kin that he, she or it assumes full responsibility for the safe use and operation of the property leased herein during the entire time that the property is under User’s care, custody or control. User warrants and represents that he, she or it will, at all times, supervise the safe use and operation of the Town’s property. The Town makes no warranties or representations, express or implied, about the safety of any of the Town’s property.

In further consideration of this Agreement, User hereby releases, waives and discharges the Town, including its agents, servants, employees, officers, and Board Members from and against any and all property as described herein. This Release is intended to include, but is not limited to, liability due to the Town’s negligence, regardless of whether such negligence is active or passive. This Release is intended to discharge the Town from all liability for any injury to any and all person(s) and any and all property connected with the use of the property specified herein. This includes, but is not limited to, property damages, loss of the use of property, physical injury, death, enjoyment of life, loss of profits, injury to good will, injury to reputation and all other forms of consequential injury and damage, regardless of how such injury or damage is called or characterized. User waives all rights to sue the Town for any injury a child/adult may suffer due to negligence or any other cause.

User shall be in full charge of the safe use and operation of the property described herein and promises and agrees to indemnify and hold the Town, including its agents, servants, employees, officers, and Board Members harmless from and against any and all claims, demands, expenses, and liabilities arising, or which may arise, from the use and operation of the Town’s property.

NOTICE:

THE USE OF INFLATABLES, BOUNCE DEVICES, WATER SLIDES, AND SIMILAR RECREATIONAL DEVICES ON TOWN PROPERTY IS STRICTLY PROHIBITED. ANY VIOLATION OF THIS PROHIBITION SHALL RESULT IN IMMEDIATE TERMINATION OF THE UNDERSIGNED’S RIGHTS TO THE USE OF TOWN PROPERTY AND FACILITIES.

User further expressly agrees that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted by law and that if any portion of this Agreement is determined to be invalid by a court of competent jurisdiction, then the remainder of this Agreement shall remain in full force and effect.

Users agree to clean up facility after using the town’s property and either take the garbage and debris with the user or place in the designated place when using the Barn or Blevin’s Pavilion.

This Agreement represents the entire agreement of the parties concerning the subject matters above. There are no others. User understands and agrees that no oral representations or statements have been made by the Town to alter the representations set forth herein.

Remember the use agreement is just for the Pavilions Only or Barn Only the parks are open to the public.

_____ Today’s Date _____

User’s Name Print & Signature _____ Event Place _____

_____ City _____ State _____

User’s Address _____

_____ Barn Blevin’s Pavilion (Hillcrest Lane) Davis’s Pavilion

Other Explain _____

User’s Phone Number _____ Date of Event _____

Town of Kimball Parks and Recreation Pavilions/Barn and Municipal Buildings COVID-19 Opening July 1, 2020

All Kimball Facilities will reopen for public use and reservations will begin on July 1, 2020. The town has been following guidelines to keep the COVID-19 pandemic at a minimum in our area by keeping our facilities closed for rental until this time.

Please note there are additional requirements in relation to the COVID-19 that as the person making the reservations you will be responsible for in order to be allowed to continue with your use of the public property.

First and foremost, the barn/pavilion/municipal building will need to be cleaned prior to and after your usage. **Once again, that is the space will need to be sanitized by the person making the reservation before and after the usage.** Please bring your own supplies to sanitize the area.

ALL social distancing and sanitation protocols will still be in place. Please wash your hands in the available restrooms and/or be sure to bring your hand sanitizer to keep yourself and your family safe.

IF YOU SEE THAT THE PLAYGROUND AREAS HAVE AN EXCESSIVE NUMBER OF PEOPLE, PLEASE DO NOT STAY OR ALLOW YOUR PARTY TO ADD TO THE AREA, YOU MAY HAVE TO MAKE OTHER ARRANGEMENTS

Guidelines for use

1. Follow CDC Guidelines
2. Follow the Tennessee Pledge
3. Maintain social distancing
4. No events that create a close contact or limit social distancing
5. Do not move tables or if you move them please place them back under the pavilion or barn
6. Have hand sanitizer available for your guests
7. Disinfect and clean common surfaces prior to & during your event (in addition to Park staff cleaning)
8. Encourage guests to wash hands before, during, and after event
9. Facemasks are strongly encouraged

Please note that you are renting the pavilion/barn/municipal building only, not the entire park.

Important links

- How to protect yourself <https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html>
- If you think you are sick <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html>
- [Symptoms and Testing \(Spanish version\)](#)
- [Information on assessment sites from the Department of Health](#)
- [CDC Guidance](#)
- [The President's Guidelines for America](#)
- [Tennessee Pledge](#) - Governor Lee's plan to Reopen Tennessee

Signature

Date