

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE GRAND COUNTY COUNCIL  
AMENDING RESOLUTION \_\_\_\_\_ AND ENACTING POLICIES  
AND PROCEDURES FOR ENTERING INTO AGREEMENTS AND  
APPROVING AGREEMENT TEMPLATES FOR INDEPENDENT  
CONTRACTORS AND RENTAL OF FACILITIES**

**WHEREAS**, Grand County occasionally contracts with independent contractors and rents facilities;

**WHEREAS**, best management practices and the County’s insurance provider encourages establishment of uniform policies and procedures and agreements;

**WHEREAS**, the County Attorney’s Office has created and approved for use, template agreements for independent contractors and the rental of facilities;

**NOW THEREFORE**, be it resolved by the County Council of Grand County, Utah, amends Resolution\_\_\_\_\_ and authorizes staff to amend and make minor changes as necessary to the County’s adopted Employment Policies and Procedures to incorporate the following policies and procedures for entering into agreements and renting real property along with template agreements to typically be used in the respective transaction as follows:

***INDEPENDENT CONTRACTORS.*** Grand County Departments shall solicit bids and proposals for services from independent contractors as required and in accordance to the policies and procedures established by the Grand County Purchasing Policy.

The authority to enter into agreements with independent contractors shall be vested with Elected Officials when the Clerk Auditor has verified that the County Council has appropriated funds through the budget process for such a service or project. The Elected Official shall use and completely fill out the agreements entitled *Agreements for Independent Contractors* and all associated exhibits contained in Exhibit 1 of this Resolution. No agreement shall be considered executed until the independent contractor, elected official, and Clerk Auditor have duly signed said agreements. Agreements that extend beyond a fiscal year shall be approved by Grand County Council.

Boards, Commissions, and Department Heads shall not execute agreements but shall forward their recommendation to the County Council for approval and execution of said agreement.

The original executed agreement shall be delivered to the Clerk Auditor Office within three (3) days of executing the agreement.

**RENTING FACILITIES.** The authority to rent out Grand County Facilities is vested with the Department Head or their designee that has stewardship over the facility. The Department Head or Designee shall use and completely fill out the agreement entitled *Grand County Facilities Rental Agreement and all associated exhibits*, contain in Exhibit 2 of this Resolution.

The County's Insurance Coordinator shall verify renter's proof of insurance prior to finalizing the rental of facilities. The original executed agreement along with the funds pertaining to the rental of facilities shall be delivered to the Clerk Auditor Office within three (3) days of executing the agreement.

The County reserves the right to refuse the rental of a County facility for any event that it should deem such refusal necessary to protect the interest of the County including but not limited to risk management issues. Applicants may appeal the Department Head or Designee's decision to the County Council. The Decision of the County Council shall be final.

**SPECIFIC AGREEMENTS.** Notwithstanding the template agreements for independent contractors or renting of facilities contained in this policy Elected Official or Department Head may request a consultation with the County Attorney's Office regarding drafting a specific agreement for a particular contractor/project or event (rental of facility). If a specific agreement is proposed for a particular project or event (rental of facility) the County Attorney shall sign the modified agreement and the County Council shall approve this agreement.

The above Resolution was duly and regularly introduced and passed at a regular meeting of the Grand County Council, State of Utah on the \_\_\_ day of \_\_\_\_\_, 2007 by the following vote:

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Jim Lewis, Chairman

Attest: \_\_\_\_\_  
Diana Carroll, Clerk/Auditor

**EXHIBIT 1- AGREEMENTS FOR INDEPENDENT  
CONTRACTORS**

# AGREEMENTS FOR INDEPENDENT CONTRACTORS

1. GENERAL. Grand County duly organized and existing under the laws of the State of Utah, with its primary place of business located at 125 E. Center Street, Moab UT 84532, Utah (hereinafter referred to as County) and \_\_\_\_\_, license number \_\_\_\_\_ (hereinafter referred to as Contractor) located at \_\_\_\_\_ herewith enter into this agreement for services, effective upon this date: \_\_\_\_\_.
2. RECITALS. The parties recite and declare:
  - A. Contractor is willing to provide services to County, and County is willing to accept services from and compensate Contractor for said services subject to the terms, covenants and conditions set forth in this agreement.
  - B. For the reasons set forth above, and in consideration of the mutual promises and agreements set forth in this agreement, County and Contractor agree as follows:
3. SERVICES.
  - A. Contractor herewith agrees to perform the services as described in the Scope of Work (Exhibit A):
    - (1) \_\_\_\_\_
    - (2) \_\_\_\_\_
    - (3) \_\_\_\_\_
    - (4) \_\_\_\_\_
    - (5) \_\_\_\_\_
  - B. Contractor shall be responsible to ensure that the services set forth above are performed in a timely manner as established in this agreement.
  - C. Contractor shall perform such duties as specified by this agreement and that are customarily performed during the course of performing the above noted services.
4. BEST EFFORT OF CONTRACTOR. Contractor agrees that they will at all times faithfully, industriously, and to the best of their ability, experience, and talents, perform all of the duties that may be associated with the services set forth above and shall perform said services to the reasonable satisfaction of County.

5. TERM OF AGREEMENT. This agreement shall be in effect beginning \_\_\_\_\_ and ending on, or at any time before, \_\_\_\_\_.
6. TERMINATION OF AGREEMENT. This agreement shall expire on or before \_\_\_\_\_. In addition, either party shall have the right to terminate this agreement without cause by providing thirty (30) days written notice to the other party. Either party immediately may terminate this agreement for cause by providing written notice stating the legal grounds for termination of the agreement.
7. COMPENSATION OF CONTRACTOR. County shall pay Contractor, and Contractor shall accept from County, in full payment for Contractor's services under this agreement, \$ \_\_\_\_\_. The County shall pay for services rendered as set forth in Exhibit A upon their completion.
8. RETURN OF EQUIPMENT ON TERMINATION OF SERVICES. On termination of this agreement by either party, or at the termination of Contractor, all County property in the possession of Contractor shall be promptly returned to County by Contractor.
9. CONTRACTOR INDEPENDENCE. Contractor is an independent contractor with respect to all services performed under this Contract. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Consultant on work performed under the terms of this Contract. Contractor shall defend, indemnify and save harmless the County from any claims or liability for such contributions or taxes. Nothing contained in this Contract nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.
10. HOLD HARMLESS/INDEMNIFICATION. Contractor herewith agrees to indemnify and hold the County, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the contractor, the County or their respective officers, officials, agents, or employees, or any person or persons.
11. NO AGREEMENTS OUTSIDE OF AGREEMENT. This agreement contains the complete agreement concerning the contracted service arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the

parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this agreement or any representations including the execution and delivery of this agreement except such representations as are specifically set forth in this agreement and each of the parties acknowledges that they or it have relied on its own judgment in entering into this agreement. The parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this agreement are of no effect and that neither of them has relied thereon in connection with their or its dealings with the other.

The Contractor may subcontract out a portion of the work to another party only with the express written permission of Grand County. It is acknowledged that any agreement between the Contractor and Subcontractor is not binding on Grand County.

12. **MODIFICATION OF AGREEMENT.** Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.
13. **DISPUTES.** Should any disputes arise with respect to this Contract, the Contractor and the County agrees to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract in the accomplishment of all non-disputed work, any additional costs incurred by the Contractor or County as a result of such failure to proceed shall be borne by the Contractor; and the Contractor shall not make a claim against the County for such costs.
14. **CHOICE OF LAW.** It is the intention of the parties to this agreement that this agreement and the performance under this agreement, and all suits and special proceedings under this agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of other forums. Any such action shall be brought in the 7<sup>th</sup> Judicial District, State of Utah, Grand County.
15. **NO WAIVER.** The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
16. **SEVERABILITY.** The invalidity of any portion of this agreement for any reason with not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining

provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the severing of the invalid provision.

17. **LIABILITY AND WORKERS COMPENSATION INSURANCE.** Contractor warrants that Contractor has obtained and will maintain liability insurance sufficient to support Contractor's duty to indemnify, described in this agreement. Contractor further warrants that contractor has obtained and will maintain workers compensation insurance as may be required by State law. Evidence of such insurance are attached as Exhibit "B".
18. **UNDERSTANDING AND EFFECT OF AGREEMENT.**
  - A. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into agreement.
  - B. Parties warrant that they enter into this agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.
  - C. And, Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.
19. **PARAGRAPH HEADINGS.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.
20. **ATTORNEY'S FEES AND COSTS.** In the event of breach of this agreement, the non-breaching party shall recover the attorney's fees and court costs that result from action or lawsuit brought to remedy the breach.
21. **CONTRACTOR'S, SUBCONTRACTOR'S, AGENTS AND THEIR EMPLOYEES.** It is acknowledged that Contractor's, Subcontractor's, Agent's and their employees engaged in the work performed under this Agreement are not employees or representative of Grand County. All contracted employees engaged in work on County premise shall be at least 18 years of age. The County reserves the right to remove contractor or subcontractors' employees engaged in work on County property. Typically, the removal of contractor's employees from County property will be associated with issues surrounding drug, alcohol, theft, or confrontation.
22. **DUTY OF NOTIFICATION.** Upon filing for bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall notify the County, immediately. Upon learning of the actions herein identified, the County reserves the right, at their sole discretion, to either cancel the Contract or reaffirm the Contract.

23. **PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS.** Contractor shall be in possession of all professional licenses required to perform work prior to the commencement of the work and attached hereto as Exhibit “B”. Securing other occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Contract shall be the sole responsibility of the Contractor. Contractor shall comply with all federal, state, and local laws, ordinances and regulations applicable to the work.
24. **WORK & INTELLECTUAL PROPERTY RIGHTS.** The work results and the reports, if any as described in the Scope of Work (Exhibit “A”) shall be considered confidential and proprietary and owned by the County, Contractor shall not release any such reports or work without prior written consent of the County. All inventions and copyrightable works that Contractor is obligated to disclose shall be, and remain, entirely the property of the County. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of the County. Contractor hereby assigns to the County any rights it may have in such copyrightable works. Contractor shall cooperate with County in obtaining any copyrights or patents.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated below.

_____	_____	_____
Contractor’s Signature	Printed Name of Contractor	Date
_____	_____	_____
County Signature	Printed Name of County Rep.	Date
_____	_____	
Clerk Auditor	Date	

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### Contact Information

**Contractor’s Contact Information**

**County’s Assigned Project Manager**

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: (\_\_\_\_) \_\_\_\_\_  
 Fax: (\_\_\_\_) \_\_\_\_\_  
 Email \_\_\_\_\_

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_, Moab UT 84532  
 Phone: (\_\_\_\_) \_\_\_\_\_  
 Fax: (\_\_\_\_) \_\_\_\_\_  
 Email \_\_\_\_\_

**Exhibit "A"**  
**Scope of Work**

Contractor herewith agrees to perform the services as set forth in this Exhibit



**Exhibit “B”**  
**Professional License(s) and Insurance**

Contractor shall be in possession of all professional licenses required to perform work and insurances prior to the commencement of the work and are attached in this Exhibit.



**EXHIBIT 2- GRAND COUNTY FACILITIES  
RENTAL AGREEMENT**

# GRAND COUNTY FACILITIES RENTAL AGREEMENT

This **AGREEMENT**, entered into by and between Grand County (hereinafter "County"), the owner of the following facility, known as:

\_\_\_\_\_ (hereinafter "Property"),  
and \_\_\_\_\_ (hereinafter "Renter").

## TERMS AND CONDITIONS

Facilities: \_\_\_\_\_

Purpose/Function: \_\_\_\_\_

Term of Use: Starting \_\_\_\_/\_\_\_\_/\_\_\_\_ : \_\_\_\_ m, Ending \_\_\_\_/\_\_\_\_/\_\_\_\_ : \_\_\_\_ m

Rental Fee: \$\_\_\_\_\_ per hour / day / week / month (circle one), extended total: \$\_\_\_\_\_

### Security Deposit

Renter shall pay to County \$\_\_\_\_\_ as a Security Deposit. County shall return the Security Deposit to Renter within thirty (30) days of the termination of this Agreement, subject to forfeiture provisions below. County shall apply the Security Deposit towards the costs of cleaning the Property in the event the Renter returns Property to County in worse condition than the Inspection Report of Facility (hereinafter "Inspection"), attached as Exhibit "A".

### Duties of Renter

Immediately upon entering into possession of the Property, Renter shall inspect the Property for safety and usability of the Property for its intended purpose utilizing the Inspection Report of Facility (see attached Exhibit "A", hereinafter "Inspection"), and Renter shall then immediately report to County any preexisting damage to the Property (contrary to any preexisting damage shown on the Inspection), or the existence of any danger on the Property which may cause injury to Renter, or Renter's guests. At the end of the rental term, Renter shall clean and restore the Property to its condition before rental, and return possession of the Property to County. If Renter or Renter's guests cause any damage to Property, Renter shall immediately report the damage to County, and Renter shall repair damage during the rental term.

### Serving of Alcohol

Renter may serve alcohol on premise when done so in accordance with all Federal, State, and Local laws. Renter shall warrant that all servers of alcohol have the necessary licenses and certificates required to serve alcohol. Renter shall assume all liability in serving alcohol and provide at Renter's sole expense insurance coverage that includes serving alcohol. Proof of insurance shall be submitted sufficient to the County's Insurance Coordinator that liability with

serving alcohol is included with insurance coverage. Proof of insurance shall be in the form attached as Exhibit "B".

### **Limitation of Liability**

Renter shall release and hold harmless County from liability for any injury to Renter, resulting from any cause whatsoever, including but not limited to acts of nature and intentional or negligent acts of third parties, but excepting intentional acts of County, and further, Renter shall indemnify and defend County against any claim for loss, damages or injury made by Renter's guests. Renter has submitted and the County's Insurance Coordinator has approved the proof of insurance to cover the Renter's duty to indemnify, described in this agreement. Proof of Insurance shall be in the form attached as Exhibit "B". Renter also guarantees to have all participants in sporting events or activities that involve physical exertion shall complete and execute the Participant's release form attached in Exhibit "C" prior to participating in the sporting event.

### **Breach and Liquidated Damages**

If Renter breaches any provision of this Agreement, and damages suffered by County cannot be estimated, calculated, or determined, then Renter shall forfeit the entire Security Deposit to County as liquidated damages. In addition to forfeiture of the Security Deposit, nothing in this provision or this Agreement shall prevent County from pursuing other legal remedies to seek relief or compensation for damages above and beyond the amount of the Security Deposit. The non-breaching party may recover damages including reasonable attorney's fees and costs to enforce the provisions of this Agreement. The parties hereunder consent to the jurisdiction of the 7<sup>th</sup> District Court in Moab for adjudication of any dispute, transaction or occurrence arising out of this Agreement, and the laws of the State of Utah shall govern this Agreement.

### **Termination**

Either party may terminate this Agreement by providing written notice \_\_\_\_\_ days in advance of the termination date. Notice is effective upon receipt. In all cases the County may terminate this agreement in fewer days specified herein when the County is notified that the event for which the facility is rented for will violate or may likely violate any city, county, state, or federal law.

### **Termination By Damage Not the Fault of Renter**

Upon prior written notice of twenty-four (24) hours, effective upon receipt, County may terminate this Agreement and retake exclusive possession of the Property if fire, natural causes or disaster, or a previous renter destroys the Property to the extent that it may no longer be used for its purpose, in which case, County shall return to Renter the Security Deposit and all unused rental fees, calculated on a prorated daily basis.

### **Special Terms and Conditions**

The Property is unique, and as such, may require special terms and conditions in addition to those listed above, which are listed more particularly on the attached Exhibit "D", incorporated within this Agreement by reference, and to which this Agreement is subject.

**IN WITNESS WHEREOF**, the parties have executed this Agreement, subject also to the Special Terms and Conditions contained within Exhibits "A", "B", "C", and "D". All photocopies, or fax transmissions of this Agreement shall have the same force and effect as the original, whether executed by the parties contemporaneously, or separately and transmitted by fax.

**RENTER** Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

**COUNTY** Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_(printed name)

By: \_\_\_\_\_(printed name)

Address: \_\_\_\_\_

Its: \_\_\_\_\_(title)

\_\_\_\_\_

\_\_\_\_\_, Moab UT 84532

Phone: (\_\_\_\_\_) \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_\_) \_\_\_\_\_

**Exhibit "A"**  
**Inspection Report of Facility**

Property \_\_\_\_\_

The County has inspected the Property and found it to be in the condition described below. Renter agrees to inspect the real property immediately upon entering into possession of the real property or the beginning of the term of rental (whichever occurs first), and notify County of any pre-existing damage dangerous condition on the property. Failure by Renter to inspect and notify County shall be construed as a waiver of any future claim for damages and as acquiescence to and the County's inspection.

(Include below a description of various aspects of the property, e.g.: tables, chairs, equipment, carpets, walls, restrooms, etc., that the County will inspect immediately prior to the term)

**Exhibit "B"**  
**Proof of Insurance**

Renter has submitted and the County's Insurance Coordinator has approved the Proof of Insurance to cover the Renter's duty to indemnify, described in this agreement. Proof of insurance is attached in this Exhibit.

**Exhibit “C”**  
**Participant’s Release Form**

Renter warrants having all participants in sporting events or activities that involve physical exertion to complete and executed the Participant’s Release Form attached in this Exhibit.

GRAND COUNTY RELEASE AND WAIVER OF **LIABILITY** AGREEMENT

EVENT(s): \_\_\_\_\_

Date(s): \_\_\_\_\_

Location: \_\_\_\_\_

**IN CONSIDERATION** of being permitted to participate in any way in the above named EVENT(s) THE UNDERSIGNED:

**1. HEREBY ACKNOWLEDGES THAT the activities of the above named EVENT(S) are very DANGEROUS and involve the risk of SERIOUS INJURY and/or DEATH and/or PROPERTY DAMAGE and hereby ASSUMES full responsibility for any risk of such injury, death or damage whether caused by negligence of RELEASEE or otherwise.**

**2. HEREBY AGREES TO RELEASE FROM LIABILITY, INDEMNIFY, SAVE AND HOLD HARMLESS GRAND COUNTY (herein, "Releasee"), and each of its designees, agents, and employees, for any loss, liability, damage, or cost they may incur arising out of or related to the undersigned's participation in the EVENT(s) whether caused by the negligence of the RELEASEE or otherwise.**

**3. HEREBY AGREES THAT THE RELEASE AND WAIVER OF LIABILITY, HOLD HARMLESS, AND INDEMNITY AGREEMENT EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE RELEASEE, INCLUDING NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEE OR ANY PERSON AFOREMENTIONED.**

**I HAVE READ THE FORGOING AGREEMENT, FULLY UNDERSTANDING ITS TERMS, UNDERSTANDING THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND . UNCONDITIONAL RELEASE OF ALL LIABILITY TO THOSE MENTIONED ABOVE.**

**I fully understand that there is no RIDER MEDICAL INSURANCE PROVIDED**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

**GRAND COUNTY PARENTAL PERMISSION,  
HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT**

Minor Participant: \_\_\_\_\_  
EVENT(s): \_\_\_\_\_  
Date(s): \_\_\_\_\_  
Location: \_\_\_\_\_

The undersigned hereby states that he/she is the parent or legal guardian of the above named minor participant, and that the said parent or legal guardian GRANTS PERMISSION for said minor participant to participate in said event(s). Furthermore, the Parent or legal guardian:

**1. HEREBY ACKNOWLEDGES THAT the activities of the above named EVENT(s) are very DANGEROUS and involve the risk of SERIOUS INJURY and/or DEATH and/or PROPERTY DAMAGE and hereby ASSUMES full responsibility for any risk of such injury, death or damage whether caused by negligence of RELEASEE or otherwise.**

**2. HEREBY AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS GRAND COUNTY, GRAND COUNTY SPECIAL SERVICE DISTRICT, and each agency designee, agent, and employee, for any loss, liability, damage, or cost they may incur arising out of the participation of the undersigned's child or the minor over which the undersigned has legal guardianship in the EVENT(s) whether caused by the negligence of the RELEASEES or otherwise.**

**3. HEREBY AGREES THAT THE HOLD HARMLESS, AND INDEMNITY AGREEMENT EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES OR ANY PERSON AFOREMENTIONED.**

**I HAVE READ THE FORGOING AGREEMENT, FULLY UNDERSTANDING ITS TERMS, UNDERSTANDING THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME.**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent

\_\_\_\_\_  
Date

**Exhibit "D"**  
**Special Terms and Conditions**

Renter herewith agrees to abide with the following special terms and conditions as described below or a separate page labeled as Special Terms and Conditions and attached to this agreement. If a separate page is attached each page shall be initialed by the County's authorized agent and renter.

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_
- (5) \_\_\_\_\_