

**CLEVELAND STATE UNIVERSITY
SPECIAL EVENT AGREEMENT**

This Special Event Agreement (“Agreement”), effective on this date _____, is by and between Cleveland State University, a state-supported university and instrumentality of the State of Ohio established under Ohio law acting by and through its Board of Trustees, with a principal business address at 2121 Euclid Avenue, Cleveland, Ohio 44115 (“CSU”) and _____, with a principal business address at _____ (“Company”).

VI. INDEMNIFICATION AND INSURANCE:

- A. Company and/or Company's agent(s) and its directors, officers, employees and agents, jointly and severally, agree to indemnify and hold CSU, its trustees, officers, and employees and The State of Ohio harmless from any and all losses and expenses whatsoever, which may be obtained against, imposed upon, or suffered by CSU, and its trustees, officers, and employees and the State of Ohio because Company's actions infringe or violate or are claimed to infringe or violate any copyright or trademark, common or stationary law, or any literary, dramatic, or other right, or such actions cause personal injury or property damage in conducting the Activities.
- B. Company will provide evidence of Commercial General Liability insurance, including Coverage 8 Personal and Advertising Injury Liability, without a deductible, in limits of not less than One Million Dollars (\$1,000,000.00) per occurrence Two Million Dollars (\$2,000,000.00) per aggregate. Such insurance will name as insured the Company and CSU and cover both Company and CSU from all liability occurring as a result of the Activities.
- C. If the Company is driving on CSU property, the Company shall provide proof of Commercial Auto Coverage. Furthermore, if the Company's employees are doing work on CSU property, the Company shall provide proof of Worker's Compensation coverage.
- D. CSU, its Board of Trustees, officers, employees, agents, and volunteers shall be listed as additional insureds under the Company Commercial General Liability policy.
- E. A Certificate reflecting the continuing coverage of all policies procured by Company in compliance herewith shall be delivered to CSU at least thirty days before the time such insurance is required to be carried by Company, and thereafter at least thirty days before the expiration of any policy.
- F. CSU reserves the right to require limits above the minimum insurance limits set forth in section B when, in the sole discretion of CSU, such higher limits are justified. [\[Consult with the Director of Conference Services and CSU Risk Manager to determinBT1 0 0 1 117.1 SeCS\(li\)-3\(mi17.1\)-3\(3r-13\(mi\)-q\] Tj\)-3\(to51\(3r-i\)-q\] T259\(C\)-](#)

determined to directly arise from or is directly attributed to the negligent acts or negligent omissions of CSU, its trustees, officers, or employees while acting within the scope of their employment, as set forth in Ohio Revised Code § 2743.02. Nothing in this provision shall be constructed or interpreted as a waiver of the sovereign immunity of CSU and/or the State of Ohio beyond the waiver provided in Ohio Revised Code § 2743.02.

VII. RELATIONSHIP OF THE PARTIES AND NON-RESIDENT ALIENS PROVIDING INDEPENDENT PERSONAL SERVICES:

A. Company and/or Company's agents and/or employees are independent contractors and are not to be considered or deemed employees of CSU for any purpose whatsoever, including but not limited to Social Security withholding, Ohio Public Employees Retirement System benefits, Unemployment Compensation, Workers' Compensation or any employment-based benefits.

B.

Termination of the Activities pursuant to this provision will result in cancellation of this Agreement and forfeiture of payment.

X. PYROTECHNICS:

[To be attached. This Exhibit should include only the scope of activities and should not include additional terms and conditions.]

- 1) Date of Event:
- 2) Location of Event:
- 3) Company's arrival time:
- 4) Activity Set-up time:
- 5) Activity start time:
- 6) Activity completion time:
- 7) Sound system provided by:
- 8) Lights provided by:
- 9) Electrical needs provided by:

CSU agrees to provide:

Company shall provide the following:

[Internal Note for CSU staff only. The following two forms: (i) Assumption of the Risk, Release, and Waiver of Liability Form; and (ii) Emergency Medical Authorization form

are not part of the contract. These two forms are to be signed by each person that participates in any activity requiring physical involvement such as using or touching equipment of the Company, including but not limited to equipment such as inflatables, bungee cords, and slides.]



ASSUMPTION OF THE RISK, RELEASE, AND WAIVER OF LIABILITY

As consideration for the opportunity to participate in _____ (“the Event”) and related activities sponsored by the University, I acknowledge that I have read the following and voluntarily agree to its terms and conditions:

- I am at least 18 years of age. ____ yes ____ no (**If no, see below****).
- I understand that participation in the Event and related activities sponsored by the University, is strictly voluntary.
- I have the physical ability to participate in the Event.
- I understand that participating in the Event involves risks of personal injury, illness, death, and damage to property. I understand the risks involved and I knowingly and voluntarily assume responsibility for these risks in order to participate in the Event.
- In case of emergency, accident, illness, or other incapacity occurring during these activities as well as traveling to and from these activities, I give my permission to be treated by a medical professional and admitted to a hospital if necessary. I agree that I am responsible for all medical and emergency expenses incurred on my behalf regardless of whether I have authorized such expenses.
- I understand that medical insurance is my responsibility. I acknowledge that Cleveland State University strongly recommends that I purchase health insurance to cover accidents that may occur during my participation in these activities as well as traveling to and from these activities. I understand that the State of Ohio, Cleveland State University, and the Board of Trustees, do not provide insurance for any injuries which may occur during these activities or during the travel to and from these activities.
- I forever release the State of Ohio, Cleveland State University, and the Board of Trustees, together with their agents, officers, and employees, from any and all claims, suits, or actions of any nature resulting from or arising out of my participation in the Event and related activities. I understand that this Assumption of the Risk, Release, and Waiver of Liability binds my heirs, executors, administrators, and assigns, as well as me.

****IF PARTICIPANT IS LESS THAN 18 YEARS OF AGE, THE PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT MUST ALSO SIGN BELOW.**

Participant' Name (Please Print) _____

Participant's Phone _____

Participant's Address: _____

I have read and fully understand the entire ASSUMPTION OF THE RISK, RELEASE, AND WAIVER OF LIABILITY and my signature below confirms my full understanding and voluntary acceptance of such ASSUMPTION OF THE RISK, RELEASE, AND WAIVER OF LIABILITY.

Participant's Signature: _____ Date: _____

****I am the parent or legal guardian of the Participant named above; I have read and understand this ASSUMPTION OF THE RISK, RELEASE, AND WAIVER OF LIABILITY (including such parts as may subject me to personal financial responsibility); I am and will be legally responsible for the obligations and acts of the Participant as described above; and I agree, for myself and for the Participant, to be bound by these terms.**

Parent/Guardian's Name (Please Print): _____

Parent/Guardian's Address: _____

Parent/Guardian's Signature: _____

Date: _____

Emergency Information Card and Release Form

Name: _____ Relationship: _____

Address: _____

Phone: _____

Emergency Contact Name: _____ Phone: _____

Emergency Medical Authorization