

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 2, 2020 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE USE OF MUNICIPAL PROPERTY FOR SPORTS OR OTHER RECREATIONAL ACTIVITIES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

**SYNOPSIS**

A resolution has been prepared to authorize the use of and establish guidelines for the use of municipal property for sports or other recreational activities.

**FISCAL IMPACT**

Field rental revenue over the past three years has averaged over \$72,000. To date in FY20 we have received just over \$25,000.

**RECOMMENDATION**

Authorize Use of Municipal Property.

**BACKGROUND**

The current situation with COVID-19 has impacted a variety of municipal services and operations in a number of ways. Earlier this month the Governor announced that some sports programs could resume, including baseball and softball, and provided a number of guidelines that would need to be followed. Since that time the League of Nebraska Municipalities has been working on procedures for cities to be able to open their fields for play while limiting liability risk as much as possible and adhering to the guidelines provided by the Governor's office.

The resolution attached has been provided by the League and has undergone considerable legal review. It provides the option for opening sports fields and requiring organizations that will use them to sign a License and Management Agreement, require all participants to sign an agreement, and require compliance with all directed health measures and guidelines. A copy of the required License and Management Agreement, Participant Waiver, as well as the language for signs that will be required at the fields, is attached for your information.

The City of La Vista is unique in that we offer city-sponsored recreational baseball and softball programs for youth in addition to renting our fields to outside organizations. In many cities, outside associations and sports groups provide the programs and the cities only provide the fields.

*Following is an update on the current situation with City-sponsored baseball and softball programs for your information.*

*At this time there have been significant requests for registration refunds and the number of potential players has dropped considerably. We began with 82 baseball registrations in four age categories. We currently have 36 confirmed players. Softball registrations started at 44 in four age categories and we currently have 26 confirmed players. All of the families with registered players were called and surveyed as to whether there was still an interest in playing.*

*Due to the lack of sufficient numbers in various age categories, calls were made to the Ralston Baseball Association (baseball) and the Papillion Rainbow Group (softball) to determine whether they had players who could fill out our teams or, conversely if they had openings. Numbers are down in both organizations and they were not interested in trying to swap out players, etc. They are going to play with what they have—if a team has five members, they will play five-on five or split the two competing teams up on game day.*

*Staff also surveyed other leagues/programs in the area with the following results:*

*Papillion Recreation Organization (PRO) – cancelled all youth recreation baseball programs*

*Westgate Baseball Association – season cancelled*

*City of Council Bluffs – all city sponsored baseball, softball and tee ball programs cancelled*

*YMCA – all baseball programs cancelled*

*Ralston Baseball – playing with limited numbers*

*Papillion Rainbow Softball – playing with limited numbers*

*There is an extensive list of guidelines that coaches and players would have to follow and staff is continuing to monitor any updates and changes to the guidelines.*

## RESOLUTION NO.

A Resolution of the Mayor and City Council of the City of La Vista Nebraska Regarding Use of Municipal Property or Participation in City Programs or Leagues for Sports or Other Recreational Activities and COVID-19 Risks in Connection with Such Uses or Participation.

WHEREAS, the novel coronavirus, COVID-19, has been declared a worldwide pandemic, is extremely contagious, and is believed to spread mainly from person-to-person contact;

WHEREAS, on March 13, 2020, the Governor of the State of Nebraska declared a state of emergency related to COVID-19 within the entire State of Nebraska, and this state of emergency remains in effect;

WHEREAS, directed health measures are in effect for every County in the State of Nebraska;

WHEREAS, on May 21, 2020, the Governor announced that the directed health measure prohibiting all organized team sports, youth and adult, would be relaxed by the State of Nebraska beginning June 1, 2020, in order to permit the planned reopening of certain adult and/or youth team sports;

WHEREAS, a copy of the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines* is presented with this Resolution and incorporated herein as part of these Recitals;

WHEREAS, it is anticipated that future guidance from the State of Nebraska will permit additional team sports and other recreational activities;

WHEREAS, players, coaches, officials, and others who participate in such games, practices, programs, leagues, or other recreational activities, spectators who attend such activities, or any other person who enters the property for any other reason or comes in contact with any such players, coaches, officials, spectators, or others, risk the dangers of illness, disease, medical complications, injury or death, caused by or related to COVID-19, by voluntarily entering the municipal property and/or facilities on which such activities take place, by watching such activities, and by participating or authorizing the participation of a minor, in such games, practices, or other recreational activities, and such players, coaches, officials, spectators, and others risk exposing and spreading such dangers to others with whom they subsequently come in contact; and

WHEREAS, the City of La Vista, its officers, agents, and employees cannot guarantee that persons who voluntarily enter La Vista's property or facilities or participate in recreational activities on La Vista's properties or facilities or in City leagues or programs, or that anyone with whom any such persons subsequently come in contact, will not become infected by COVID-19, and as a result become seriously ill, incapacitated, die, or suffer other physical or economic harm, damages, costs, or expenses; and

WHEREAS, it is the intent of the City of La Vista to permit the resumption of City leagues and programs, adult and/or youth team sports and other recreational activities on municipal property and/or facilities, in accordance with the directed health

measures and other laws and guidance issued by the State of Nebraska, including, but not limited to, the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines* and such further laws and guidance that may be issued in the future, provided that every individual, organization, or group sponsoring such activities, and all participants and spectators, fully assume the health risks associated with these activities, including the inherent risk now present in any such activities as a result of the presence of COVID-19 in the State of Nebraska, and provided that participants in such activities sign an agreement that releases the City of La Vista, its elected and appointed officials and employees, and all other participants in adult and/or youth team sports or other recreational activities from liability associated with exposure to COVID-19 in the course of such activities.

NOW, THEREFORE, BE IT RESOLVED by the City Council that any individual, organization or group sponsoring adult and/or youth team sports or other recreational activities that wishes to use the playing or practice fields, courts, grounds, and/or other facilities of the City for games, practices, or other recreational activities will be required to enter into the *COVID-19: License and Management Agreement for Use of Municipal Property for Sports or Other Recreational Activities* presented with this Resolution, subject to any additions, subtractions, or modifications as the City Administrator or her designee determines necessary or appropriate, or an Addendum in form and content satisfactory to the City Administrator or her designee with respect to any existing license or management agreement. These License and Management Agreements or Addendums will be maintained by the Municipal Clerk and shall constitute an addendum to any other contract, license agreement, lease, or agreement in connection with the use of the municipal property and/or facilities or participation in any leagues or programs of the City by the same individual, organization, or group.

BE IT FURTHER RESOLVED that, in order to participate in any City leagues or programs or enter the playing or practice fields, courts, grounds, and/or other facilities of the City to participate in games, practices, or other recreational activities, all players, coaches, officials and other participants must sign the agreement titled *COVID-19: Participants Agreement for Sports or Other Recreational Activities* presented with this Resolution, subject to any additions, subtractions, or modifications as the City Administrator or her designee determines necessary or appropriate. Each team wishing to participate in any City leagues or programs, or participate on or use the municipal property and/or facilities of the City must provide copies of signed *Agreements* for all participants affiliated with the team, together with a roster containing a complete list of the names of all players, coaches, officials, and others affiliated with the team. Copies of these documents must be provided to and shall be maintained by the Municipal Clerk.

BE IT FURTHER RESOLVED that, for the avoidance of doubt as to the risk assumed by participants, spectators, and others, in order to encourage compliance with directed health measures and guidelines, and in order to promote public safety, the applicable provisions of the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines*, shall be posted on all practice and playing fields, courts, grounds, and/or other facilities where adult and/or youth practices and/or games or other recreational activities occur. If the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines*, are subsequently modified or updated, the applicable provisions of the modified or updated guidelines shall be posted in the same manner.

BE IT FURTHER RESOLVED that all participants and spectators shall comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by the City relating to COVID-19 or other safety or hygiene precautions while participating or present on municipal property and/or facilities, understanding that the City may elect to deny entrance to its playing or practice fields, courts, grounds, and/or other facilities to any non-complying participant, spectator, or other persons, or to require a non-complying participant, spectator, or other persons to leave the premises at any time, or as otherwise determined necessary or appropriate.

BE IT FURTHER RESOLVED that officials and employees of the City are authorized to execute the directives set forth in this Resolution.

PASSED AND APPROVED THIS 2ND DAY OF JUNE, 2020.

CITY OF LA VISTA

ATTEST:

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Douglas Kindig, Mayor

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Pamela A. Buethe, CMC  
City Clerk

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Municipal Property For Sports Or Rec Activities 06.02.2020.Docx

## June 1<sup>st</sup> Statewide Sports Reopening Guidelines

The below guidelines lay out the planned reopening of certain sports. The State of Nebraska will utilize the April 2008 American Academy of Pediatrics Classification of Sports According to Contact as a guideline for opening sports of differing contact levels. Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.

The below guidelines apply only to team sports. Individual sports such as golf and tennis (including doubles tennis) are not prohibited under any Directed Health Measure (DHM), however, participants must practice social/physical distancing.

### Classification of Team Sports According to Contact Level

Contact	Limited-Contact	Non-Contact
Basketball	Baseball	Badminton
Boxing	Football, flag or touch	Bowling
Cheerleading	Softball	Crew/Rowing
Football, tackle	Volleyball	Curling
Gymnastics		Dance
Hockey		Rodeo* and horseback riding
Lacrosse		Swimming
Martial arts		Track and field events
Rugby		
Soccer		
Wrestling		

\* Exception for rodeo as there is limited or no contact with other people, primary contact is with animals.

### Month of May

- No Organized Team Sports games for youth and adults.
- No Team Organized Sports practices for youth and adults. This prohibition includes any practice, training or group exercise program organized by a coach of a sports team.
- Businesses and organizations that provide sports training AND that sell memberships to provide such training are allowed to offer sports training as long as they follow the same guidelines as fitness centers/clubs, gyms, health clubs, and health spas. No team organized training is allowed.

### June 1

- Schools are permitted to open weight rooms for use by all student athletes as long as they follow the same guidelines as fitness centers/clubs, gyms, health clubs, and health spas.

- Team Organized practices for Noncontact and Limited-Contact Sports may begin unless circumstances dictate a change in date.
- Rodeo events may also begin.
- Players, coaches, and staff showing signs/symptoms of COVID-19 (fever over 100.4F, sudden onset of cough or sudden onset of shortness of breath) shall not participate.
- Dugout and bench use will not be allowed. Players and their items when not on the field/court should be lined up against the fence/wall at least six (6) feet apart.
- Parents must remain in their cars or drop off and pick players up afterwards.
- Players should use their own protective equipment including gloves, helmets, and bats as much as possible.
  - When protective equipment is needed to be shared, it should be disinfected between players use. Coaches are encouraged to rotate equipment when possible.
- Coaches must disinfect shared equipment before and after each practice.
- Coaches are responsible for ensuring social/physical distancing is maintained between players as much as possible. This means additional spacing between players while playing catch, during drills, or while waiting to participate.
- Players must bring their own water/beverage to consume during and after practice. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice. No shared/communal snacks.
  - The use of sunflower seeds, tobacco products, and spitting while practicing or playing is prohibited.
- Team organized practices for contact sports remain suspended.

## June 18

- Team Organized games for Noncontact and Limited-Contact sports may begin unless circumstances dictate a change in date.
- Same guidelines apply as above for practices.
- Use of dugouts and benches are permitted during games only.
  - For baseball and softball, the bleachers located between the dugout and home plate should also be used to spread out players. Players should have designated spots to place their personal items. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
  - For all other sports, additional benches or bleachers should be used to spread out players. Players should have designated spots to place their personal items. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
- Players should use their own equipment including gloves, helmets, and bats as much as possible.
  - When protective equipment is needed to be shared, it should be disinfected between players use.
  - Coaches are encouraged to rotate equipment when possible.
- Coaches must disinfect shared equipment before and after each game/match.
- Fan attendance is limited to household members of the players on the team. (*Collegiate, semi-professional, and professional games will follow gathering requirements under the Directed Health Measures and must submit plans prior to reopening if facilities meet these requirements.*) For outdoor sports, no use of bleachers for fans. Fans must bring their own chairs or stand. Fans should keep six (6) feet of social distancing between different household units. No fan seating or standing is allowed within in six (6) feet of the teams' benches or for baseball and softball within the area from behind home plate to six (6) feet past the far end of each dugout.
  - If game/match is held at a facility that has a capacity of 500 or more individuals, (1,000 or more in counties over 500,000 population) shall follow reopening plans submitted, reviewed and approved by the Local Health Department by the facility.
- Teams to play next must be provided designated areas for player warm-ups that provide for necessary physical/social distancing.
- Post-game handshakes or interaction between teams are prohibited.

- When games end, the leaving team must sanitize the dugout or bench area. No post-game talks at the field or court are permitted. Fans and players must leave the playing area and return to their cars immediately after the game.
- The team to play next must remain in their designated warm up area until the prior team has finished disinfecting and is completely out of the dugout or off of the court/field.
- Fans for upcoming games must remain in their cars during player warm ups. They will be permitted to come to the field/court once the team they are there to watch enters the playing area.
- Restrooms must be cleaned and disinfected regularly (at least every 2 hours) while players and fans are present. Markings should be placed on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart.
- Players must bring their own water/beverage to consume during and after practices and games. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice/games. No shared/communal snacks.
- Concession stands are allowed to open, if they meet the following:
  - Markings should be placed on the ground to ensure individuals are spaced six (6) feed apart.
  - Clean and disinfect high touch surfaces regularly while players and fans are present.
  - Staff must serve food directly to customers and remove self-serve condiment stations (e.g. provide customers with condiment packets upon request).
  - Whenever possible, practice social distancing between staff.
  - All employees directly interacting with customers should wear face coverings.
  - All food code regulations must still be followed.
  - Employees should wash hands frequently; provide hand sanitizer for customers.
- Team organized practices and games for other sports may remain suspended.



**COVID 19: License and Management Agreement  
for Use of Municipal Property for Sports  
or Other Recreational Activities**

This License and Management Agreement (the "License"), dated for reference purposes only as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, is entered into by and between \_\_\_\_\_ ("Licensor") and \_\_\_\_\_ ("Licensee").

**RECITALS**

- A. Licensor owns the real estate legally described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Real Property").
- B. The Licensee desires to license a portion of the Real Property as identified on Exhibit "B" attached hereto and incorporated herein by this reference (the "Premises").
- C. The Premises includes a playing field, court, or other grounds suitable for sports or other recreational activities, and may include associated improvements and structures included therewith, all as more particularly described on Exhibit "B".
- D. Licensee is involved in organizing adult and/or youth team sports or other recreational activities.
- E. Licensor recognizes the additional requirements associated with operating the Premises as a result of the ongoing COVID-19 and novel coronavirus situation and is not able to ensure that operation of the Premises follows applicable rules for safe operation or that use of the Premises will not result in infection with COVID-19, and as a result serious illness, death, damages, losses, costs, or expenses of Licensee, participants or attendees of sports or other recreational activities, or others.
- F. Licensee, notwithstanding risks described in immediately preceding subsection "E" or other potential risks in connection with the ongoing COVID-19 and novel coronavirus situation, desires to utilize the Premises for adult and/or youth team sports or other recreational activities and is willing to enter into this License in order to manage the Premises in accordance with the applicable rules for safe operation, including without limitation, additional requirements associated with operating the Premises as a result of the ongoing COVID-19 and novel coronavirus situation, and ensuring safe operation and use of the Premises by Licensee in accordance with all applicable laws, rules, requirements, or guidance.
- G. Licensor desires to enter into this License whereby Licensee shall license and manage the Premises for Licensor, subject to the following terms.

NOW THEREFORE, Licensor and Licensee agree as follows:

1. Licensed Premises. Licensor desires to license to Licensee the Premises, as defined above, consisting of approximately \_\_\_\_\_ acres [or \_\_\_\_\_ square feet] of real property as further described on Exhibit "B" for the use described in Exhibit "C" ("Use"). Such area includes the municipal playing field(s), court(s), grounds, and/or the structures and

improvements associated with the playing field(s), court(s), or grounds, including, but not limited to, the bleachers, stands, restroom facilities, drinking fountain(s), and concession stand. Licensor licenses the Premises to Licensee, and Licensee licenses the Premises from Licenser, for the License Term, and Licensee agrees to pay the license fee, and to perform all of Licensee's obligations described herein. The parties agree that Licensee shall have the non-exclusive right to use the Premises and such other portions of the Real Property as is necessary for Licensee to access and use the Premises.

2. Management. The parties acknowledge and agree that Licensee shall be solely responsible for the operation and management of the Premises during the License Term when the Premises are being utilized pursuant to this License. Licensee shall be responsible for operating and managing the Premises in accordance with all applicable laws, rules, regulations and other guidance of all governmental entities with any jurisdiction or authority with respect to the Premises or the operation or maintenance of the Premises, including, but not limited to, the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines* issued by the State of Nebraska, attached hereto as Exhibit "D" and incorporated herein by this reference, all other laws, rules, regulations or guidelines that may be issued or promulgated by the State of Nebraska or agency or office thereof regarding sports or other recreational activities, or the safe operation or maintenance of real property or facilities connected with sports or other recreational activities, all applicable directed health measure, and all resolutions, ordinances, and requirements of Licenser, and any additions, amendments, replacements, or supplements thereof or thereto (collectively the "Rules"). Licensee represents and covenants to Licenser that Licensee is familiar with the current Rules and that Licensee shall operate and manage the Premises in accordance with current or future Rules. Licensee shall ensure that all coaches and person entering or utilizing the Premises shall conduct themselves and their teams in accordance with the Rules. Licensee agrees to provide training, education, and monitoring of all coaches and other persons to ensure that the Rules are followed.

3. Term. The License shall be, and the Use shall commence, for a term of \_\_\_\_\_ months commencing effective as of \_\_\_\_\_, \_\_\_\_\_. Either party shall have the right to terminate this License by providing the other party with no less than thirty (30) days' prior written notice. Such notice shall specify the date that the License shall terminate. Notwithstanding the foregoing or any other provision herein, the parties acknowledge and agree that Licenser retains the right, at any time, to terminate this License immediately by written notice to Licensee if such termination is required under the applicable Rules or any amendment, replacement, or supplement thereto, or in the event Licenser determines, in Licenser's discretion, that Licensee has failed to manage and operate the Premises in accordance with the Rules, or for any other reason or no reason. Any such termination shall not relieve the Licensee of the obligations of Licensee hereunder that have occurred or accrued hereunder prior to the termination.

4. License Fee and Expenses. Licensee agrees to pay Licenser a license fee of \$\_\_\_\_\_. The license fee shall be paid upon execution of this Agreement and prior to commencement of the Use.. Licensee also shall pay all costs and expenses to use or operate the Premises in accordance with this Agreement.

5. Acceptance of Premises. By taking possession of the Premises, Licensee:

- a. accepts the Premises in its current condition,

- b. acknowledges additional requirements associated with operating the Premises as a result of the ongoing COVID-19 and novel coronavirus situation, and that Lessor is not able to ensure that operation of the Premises follows applicable rules for safe operation or that use of the Premises will not result in infection with COVID-19, and as a result serious illness, death, damages, losses, costs, or expenses of Licensee, participants or attendees of sports or other recreational activities, or others,
- c. agrees that Lessor has not provided Licensee with any warranty or representation as to the condition of the Premises or with respect to the risks described in immediately preceding subsection "b" or other potential risks in connection with the ongoing COVID-19, novel coronavirus situation,
- d. represents to Lessor that Licensee has investigated the Premises and has determined to Licensee's satisfaction that the Premises is satisfactory for Licensee's proposed use,
- e. acknowledges and agrees that Licensee is only utilizing a portion of the Real Property that is described herein as the Premises and that Lessor and other parties also shall have the right to use the Real Property during the License Term as the Lessor in its discretion determines appropriate, and
- f. Agrees that Licensee shall not make any improvements or alterations of any nature to the Premises without Lessor's prior written consent by amendment to his Agreement signed by an authorized representative of Lessor. Lessor reserves the right to withhold its consent in Lessor's sole discretion.

6. Utilities. *[Select Provisions if Applicable.]* **[Licensee acknowledges that the Lessor is not required to provide the Licensee with any utilities for Licensee's use of the Premises.] Or [Licensee acknowledges that the utilities necessary for the operation of the Premises are provided by Lessor and Licensee shall use such utilities in the manner required for the proper operation of the Premises and shall not unreasonably use the same or cause any damage thereto. The cost of the utilities applicable to the Premises shall be paid by [Lessor or Licensee] before the same become due. If Lessor receives the statement for such utilities and Licensee has agreed to pay the same hereunder, Lessor shall provide Licensee with a copy of the applicable statement(s).]**

7. Maintenance. Licensee shall, during the term of this License, and at its sole expense, keep the Premises in good order and repair, reasonable wear and tear excepted. Licensee shall be responsible to maintain the Premises in accordance with the Rules so that the Premises may be utilized for the purposes set forth in this License, which responsibilities, if applicable in connection with the Use and required by the Rules, shall include, but not be limited to, regularly cleaning and disinfecting dugouts, benches, and other player areas, restroom facilities, and placing markings on the ground to ensure individuals waiting to use the restroom or any concession areas are spaced six (6) feet apart. Licensee shall ensure that the stands, bleachers, or other facilities are only utilized in accordance with the applicable Rules and that any spectators are those permitted to be in attendance at the Premises in accordance with the Rules. Lessor shall be responsible for any mowing, irrigation, or application of fertilizer or weed control, or other maintenance or repair on the Premises in accordance with past practices of Lessor. Provided, however, Licensee at its cost and expense shall be responsible for any of the same if they are caused by Licensee's misuse or damage to the Premises; or Lessor may elect to do the necessary work and Licensee shall pay Lessor all applicable costs and expenses incurred

by Lessor. Licensee agrees to promptly notify Lessor of any maintenance or repair that is the responsibility of Lessor hereunder.

8. Insurance. During the License Term, Licensee shall, at its own cost and expense, procure and continue in force such insurance policies as are required by Lessor. Such insurance shall, at a minimum include commercial general liability insurance with a combined policy limit of at least \$1,000,000 per occurrence or such other amount as required by Lessor. Lessor shall be named as an additional named insured on all such policies of insurance. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium, shall be deposited with Lessor prior to the commencement date of the term hereof and within ten (10) days before each anniversary date thereafter. If required by Lessor, the foregoing insurance policy shall provide coverage for issues related to COVID-19, novel coronavirus, or similar issues. Licensee shall provide workers' compensation and employer liability coverage as may be required by the State of Nebraska.

9. Licensee's Indemnification. Licensee agrees to indemnify and hold Lessor harmless from and against any and all claims, damages, causes of action, liabilities, costs and expenses, including without limitation court costs and all reasonable attorney fees, arising out of or in any way resulting from this Agreement or Use of the Premises. Without limiting the foregoing, the parties acknowledge and agree that the foregoing indemnification specifically includes any claims, damages, causes of action, liabilities, costs or expenses connected with COVID-19, novel coronavirus, or related issues.

10. Assignment. Licensee shall not assign, sub-license, or otherwise transfer, by operation of law or otherwise, this License or any interest herein or right hereunder without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion.

11. No Re-license. Lessor's consent to any assignment, encumbrance, sub-license, occupation, or other transfer shall not release Licensee from any of Licensee's obligations hereunder or be deemed to be a consent to any subsequent assignment, sub-license, or occupation unless Lessor agrees in writing. The collection or acceptance of the license fee or other payment by Lessor from any person other than Licensee shall not be deemed the acceptance of any assignee or sub-licensee as the Licensee hereunder or a release of Licensee from any obligation under this License.

12. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default: (i) the failure by Licensee to make any payment of the license fee or any other payments required to be made by Licensee under this License or Rules when due; and (ii) the failure by Licensee to observe or perform any of the provisions of this License or Rules to be observed or performed by the Licensee.

13. Remedies. On the occurrence of an Event of Default, Lessor may at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of a right or remedy which Lessor may have by reason of such default or breach, exercise any rights or remedies Lessor may have at law or in equity, including, but not limited to, one or more of the following:

- A. declare the License at an end and terminated;

- B. sue for the license fee due and to become due under the License;
- C. sue for any damages sustained by Lessor;
- D. cure any breaches of Licensee's obligations to pay utilities, provide insurance, or properly maintain the Premises, all costs and expenses of which Licensee shall pay.

14. Non-Exclusive Remedies. The remedies of Lessor set forth in Section 13 shall not be exclusive, but shall be cumulative and in addition to all rights and remedies now or hereafter provided or allowed by law or equity, including, but not limited to, the right of Lessor to seek and obtain an injunction and the right of Lessor to damages in addition to those specified herein.

15. Entry by Lessor. Lessor and its agents and employees shall have the right to enter the Premises at all times to examine the same, to make such maintenance and repairs of the Premises, or as Lessor otherwise determines necessary or appropriate.

16. Notices. Any notices required or permitted to be given under this License shall be in writing and may be delivered personally or by certified mail to the other party at the address set forth below. Either party may change its address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

a. Lessor's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Licensee's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. Applicable Laws. This License shall be governed by and construed in accordance with the laws of the State of Nebraska.

18. Modification. This License, including without limitation the Recitals and Exhibits which are incorporated herein by this reference, contains all of the terms and conditions agreed upon by the Lessor and Licensee with respect to the Premises. All prior negotiations, correspondence, and agreements are superseded by this License and any other contemporaneous documents. This License may not be modified or changed except by written instrument signed by Lessor and Licensee.

19. Relationship of Parties. Neither the method of computation of the license fee nor any other provisions contained in this License nor any acts of the parties shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Lessor and Licensee, other than the relationship of Lessor and Licensee.

20. Waiver. The acceptance of the license fee or other payments by Lessor, or the endorsement or statement on any check or any letter accompanying any check for the license fee or other payment shall not be deemed an accord or satisfaction or a waiver of any obligation of Licensee regardless of whether Lessor had knowledge of any breach of such obligation. Failure to insist on compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder, at any one time or more times, be deemed a waiver or relinquishment of such rights and powers at any other time or times or under any other circumstance(s).

21. Partial Invalidity. If any term or provision of this License or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this License or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this License shall be valid and enforced to the fullest extent permitted by law.

22. Interpretations. The City Administrator of Lessor, or any designee of the City Administrator, shall be authorized to take all actions on behalf of Lessor to carry out this Agreement. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this License, but shall be interpreted according to the application of rules of interpretation of contracts generally.

23. Memorandum of License. Licensee shall not be permitted to file a memorandum of the License or other documents in the real estate records of the County including the Premises.

24. Binding Effect. This License shall be binding upon and shall inure to the benefit of Lessor, Licensee, and their respective successors and assignees.

25. Counterparts. This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Execution Page Follows]

IN WITNESS WHEREOF, the parties hereto hereby execute this License as of the day and year first above written.

“LICENSEE”

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By: \_\_\_\_\_  
Its: \_\_\_\_\_

“LICENSOR”

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By: \_\_\_\_\_  
Its: \_\_\_\_\_

Exhibit "A"

Legal Description

*[Insert Legal Description of Real Property Being Licensed for Use for Sports or other Recreational Activities Under the Agreement]*

Exhibit "B"

*[Insert Diagram or Description of the Licensed Premises for Use for Sports or other Recreational Activities Under the Agreement]*

*[Include List of Improvements/Structures on the Real Property Being Licensed for Use for Sports or other Recreational Activities Under the Agreement]*

Exhibit "C"

*[Describe the Use]*

Exhibit "D"

*[Attach a copy of the current Rules]*

4816-5516-9725, v. 3

## COVID-19: Participants Agreement for Sports or Other Recreational Activities

(Please print clearly or type and fill in all blanks and sign below.)

Participant Name (Player, Coach, Official, or Other Participant): \_\_\_\_\_

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

Municipality: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Age of Participant \_\_\_\_\_

If Participant is 18 years of age or older, only Participant must sign. If Participant is 17 years Old or Younger, Parent or Legal Guardian must sign.

### ACKNOWLEDGMENT AND ASSUMPTION OF RISK

The COVID-19 coronavirus has been declared a worldwide pandemic, is extremely contagious and is believed to spread mainly from person-to-person contact. By signing this, you ACKNOWLEDGE AND ASSUME ALL RISKS AND DANGERS OF ILLNESS, DISEASE, MEDICAL COMPLICATIONS, INJURY OR DEATH, caused by or related to COVID-19, by voluntarily entering the property and/or facilities of any Municipality and participating in or viewing adult and/or youth games, practices, or other recreational activities, or by authorizing the participation of a minor in or the presence of a minor at such games, practices, or other recreational activities. No one guarantees that you or your child(ren), or others coming in contact with you or your children, will not become infected with COVID-19, and as a result become seriously ill or die. The person signing below voluntarily assumes this risk because she/he chooses or elects to do so.

### COVID-19 RELEASE AND INDEMNITY AGREEMENT AND COVENANT NOT TO SUE

In consideration of the above-listed player, coach, official, or other person ("Participant") being allowed to participate in City leagues or programs, adult and/or youth team sports or other recreational activities on municipal property and/or facilities, the Participant or the parent(s) or legal guardian (if Participant is a Minor), on his or her own behalf and on behalf of any Minor Participant, agree as follows:

1. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE. The person signing below agrees to release, waive, discharge, and covenants not to sue the City (hereinafter, **Municipality**) in whose leagues or programs, or on whose property and/or facilities, Participant participates in any adult and/or youth games, practices, or other recreational activities, together with each such **Municipality's** mayor and council, village board of trustees, manager/administrator, clerk, agents and employees, and all others who participate with Participant in such activities (all of whom are collectively referred to herein as "Releasees"), and each of them, from any and all liability to the Participant (or Participant's

personal representatives, assigns, heirs, parents, legal guardians, siblings, children or dependents) on account of any injury, illness, disease, loss, cost, expense, quarantine or death from the COVID-19 coronavirus and any complication or related disease or condition, occurring as a result of participating in any City league or program, entering the property of any such **Municipality**, participating in or viewing any such game, practice, or other recreational activity, or other use of facilities on the property of any such **Municipality**, whether such injury, sickness, disease, condition, or death is caused by the negligence or other wrongful conduct of one or more of the Releasees or any other participants, spectators or other individuals, or whether liability for such injury, sickness, disease, condition, or death is assigned to one or more of the Releasees as a matter of strict liability or any other legal doctrine; and

2. INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES. The undersigned agrees to indemnify and hold harmless the Releasee, and each of them, from any liability, claim, damage, loss, cost or expense (including, but not limited to, attorneys' fees and other defense costs) arising out of or related to the Participant's participation in any City league or program, or the Participant's or any of the undersigned's entry onto the property and/or facilities of any such **Municipality** in connection with any City league or program, or any game, practice, or other recreational activity, whether such claim is based on one or more of the Releasees' negligence, breach of contract or warranty, strict liability or other legal theory..
3. THE PERSON(S) SIGNING BELOW AGREE(S) to comply, and if the undersigned is a guardian signing on behalf of a minor Participant, shall ensure that Participant shall comply, with all federal, state and local laws, rules, regulations, or other guidance, all directed health measures and guidelines, as adopted or amended from time to time, including without limitation, applicable provisions of the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines*, as periodically updated or modified, and all safety or security policies or procedures established by any such **Municipality** relating to COVID-19 or other safety or hygiene precautions, understanding that the **Municipality** may elect to deny entrance to the property (including any facilities present thereon) and the Participant may not be allowed to participate or continue to participate in the game, practice, or other recreational activity at the election of the **Municipality** at any time. The undersigned agree(s) that in the event any portion of this document is held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect to the greatest extent possible under applicable law. The parents or guardian of the Participant agree that by signing below they are, in addition to binding themselves and binding any minor Participant on whose behalf they have signed, to the maximum extent permitted by applicable law to this Agreement in full.

I AM THE AGE OF MAJORITY, AM COMPETENT AND HAVE FULL AUTHORITY TO SIGN THIS, HAVE READ THE ABOVE AND UNDERSTAND ITS TERMS. I SIGN KNOWING ITS EFFECTS.

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Date	Signature of Participant (If 18 Years Old or Older)	Print Clearly or Type Name of Participant
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Date	Signature of Parent	Print Clearly or Type Name of Parent
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(If Participant is 17 Years Old or Younger)

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Date	Signature of Legal Guardian (If Applicable)	Print Clearly or Type Name of Legal Guardian
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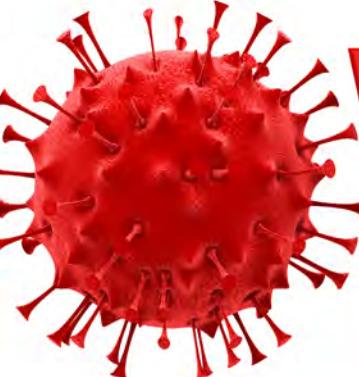
## **RULES FOR ADULT & YOUTH BASEBALL/SOFTBALL PRACTICES (Starting June 1)**

***Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.***

1. Players, coaches, and staff showing signs/symptoms of COVID-19 (fever over 100.4F, sudden onset of cough or sudden onset of shortness of breath) shall not participate.
2. Dugout/bench use will not be allowed. Players and their items when not on the field should be lined up against the fence/wall at least six (6) feet apart.
3. Parents must remain in their cars or drop off and pick players up afterwards.
4. Players should use their own protective equipment including gloves, helmets, and bats as much as possible.
  - A. When protective equipment is needed to be shared, it should be disinfected between players use.
  - B. Coaches are encouraged to rotate equipment when possible.
  - C. Coaches must disinfect shared equipment before and after each practice (or game).
5. Coaches are responsible for ensuring social/physical distancing is maintained between players as much as possible. This means additional spacing between players while playing catch, during drills, or while waiting to participate
6. Players must bring their own water/beverage and snacks to consume; no shared drinking fountains, coolers or snacks; the use of sunflower seeds, tobacco products, and spitting while practicing or playing is prohibited.

## **RULES FOR ADULT & YOUTH BASEBALL/SOFTBALL GAMES (Starting June 18)**

7. **Same guidelines apply as for practices.**
8. Use of dugouts/benches are permitted during games only.
  - A. The bleachers located between the dugout and home plate also should be used to spread out players. Players should have designated spots to place their personal items.
  - B. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
9. Teams to play next must be provided designated areas for player warm-ups that provide for necessary physical/social distancing.
10. Post-game handshakes or interaction between teams are prohibited.
11. When games end, the leaving team must sanitize the dugout or bench area. No post-game talks at the field are permitted. Fans and players must leave the playing area and return to their cars immediately after the game.
12. The team to play next must remain in their designated warm up area until the prior team has finished disinfecting and is completely out of the dugout or off the field.
13. **RULES FOR FANS.**
  - A. Fans for upcoming games must remain in their cars during player warm-ups. They will be permitted to come to the field once the team they are there to watch enters the playing area.
  - B. Fan attendance is limited to household members of the players on the team. For outdoor games, no use of bleachers for fans. Fans must bring their own chairs or stand. Fans should keep six (6) feet of social distancing between different household units. No fan seating or standing is allowed within six (6) feet of the teams' benches or within the area from behind home plate to six (6) feet past the far end of each dugout.
  - C. Games/matches held at a facility that has a capacity of 500 or more individuals (1,000 or more in counties over 500,000 population), shall follow reopening plans submitted, reviewed and approved by the Local Health Department by the facility.



**COVID-19**

**ADVISORY**