

LICENSE AGREEMENT FOR ACCESS AND USE

This License Agreement for Access and Use ("**Agreement**") is made and entered into this day of April 30, 2021 ("**Effective Date**"), by and between Wheaton Park District, an Illinois park district and unit of local government ("**Park District**"), and The Corporate Learning Institute LTD ("**Licensee**"). Park District and Licensee are sometimes hereinafter referred to individually as a "**Party**" and together as the "**Parties**."

RECITALS

WHEREAS, the Park District owns certain real property, including Lincoln Marsh Challenge Course located at 1001 W. Lincoln Ave., Wheaton, Illinois 60187 (the Park District properties are collectively referred to as the "**Property**"); and

WHEREAS, Licensee desires to utilize the Property as part of corporate team building activities (collectively, the "**Licensed Activities**"); and

WHEREAS, the Park District is willing to make certain designated portions of the Property available to Licensee for the Licensed Activities, including the Low Ropes Course (Group Wall, Whale Watch, Low V, Spider Web), High Ropes and Power Pole (collectively, the "**Licensed Premises**"); and

WHEREAS, the Park District finds and hereby declares that it is in the best interests of the Park District and its residents to grant Licensee a license to use the Licensed Premises for the Licensed Activities, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, and for such other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

1.1 The above Recital paragraphs are contractual in nature and are incorporated into and made a part of this Agreement.

ARTICLE 2 CONDITIONS PRECEDENT TO PARK DISTRICT'S OBLIGATIONS

2.1 Insurance. Licensee shall keep in full force and effect at all times during this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with this Agreement. Licensee shall provide coverage that is at least as broad as the requirements set forth in Exhibit A attached hereto.

2.2 Fees. Licensee shall pay to Park District a lump sum licensee fee in the amount of Five Hundred Dollars (\$500.00). Payment to the Park District shall be made in accordance with

the Local Government Prompt Payment Act. 50 ILCS 505/1, *et seq.* The Park District must receive the license fee at its administrative office at 102 E. Wesley St., Wheaton, Illinois by June 6, 2021. Failure of the Licensee to furnish payment by this date may impact future rental of the Licensed Premises to the Licensee.

ARTICLE 3 LICENSEE'S USE OF THE LICENSED PREMISES

3.1 Grant of Non-Exclusive License. Subject to the terms and conditions of this Agreement, the Park District hereby grants to Licensee the following rights ("License"):

- A. Access. Licensee and its officers, officials, employees, agents, volunteers, and invitees shall have access to and use of the Licensed Premises for the Licensed Activities during the term of this Agreement.
- B. Ingress/Egress. Licensee and its officers, officials, employees, agents, volunteers, and invitees shall also have reasonable access and means of ingress and egress to, over, upon or across other portions of the Park District's Property for the limited purpose of enabling reasonable access to and use of the Licensed Premises.

3.2 Dates and Times. Licensee shall have access to and use of the Licensed Premises, including reasonable means of ingress and egress, from 8:00 am to 3:00 pm, Saturday, May 8th, 2021. Licensee shall not enter, occupy or use the Licensed Premises until the time and date specified above. The Licensee shall vacate the Licensed Premises at the time and date indicated above. Shall the Licensee not vacate the Licensed Premises in a timely manner, the Licensee shall be charged a pro-rata amount for every one-half (1/2) hour of overtime use.

3.3 Compliance with Laws; Manner of Use. Licensee shall comply with all applicable federal, state, county and local statutes, ordinances, rules, regulations and codes in the conduct of Licensed Activities. Licensee shall conduct, and shall cause its officers, officials, employees, agents, volunteers, and invitees to conduct, the Licensed Activities in a safe manner and in strict accordance with the terms of this Agreement. Licensee shall not permit any area of the Licensed Premises to be used for any disorderly or unlawful purposes during the period of this agreement. Licensee shall not make or permit to be made any use of the Licensed Premises which is directly or indirectly forbidden by law, ordinance, rule or regulation, or which may be dangerous to life, limb or property, or which may increase the Park District's insurable or uninsurable risk or liability. Licensee shall cooperate with the Park District and the Wheaton Police Department and shall strictly follow all public safety requirements regarding its use of the Licensed Premises and its conduct of the Licensed Activities.

3.4 Course Waiver. The Licensee shall require that all participants utilizing the Licensed Premises sign the Park District's Challenge Course Waiver ("Course Waiver") set forth in Exhibit B attached hereto. The Licensee will be responsible for returning the Completed Course Waivers to the Park District after the completion of the Licensed Activities, if the Park District is not open after the Licensed Activities, the Course Waiver may be returned to the Park District the following business day.

3.5 Waiver and Release of Liability. Licensee shall conduct the Licensed Activities entirely at its own risk. Licensee acknowledges that the Park District shall not provide any supervision, security or protection in connection with the Licensed Activities. To the maximum extent permitted by law, the Park District shall not be liable or responsible for damage caused by fire, vandalism or other casualty to, or for the destruction, loss, or theft of, any vehicle, equipment, material, supply or other personal property at any time during the Agreement. To the fullest extent permitted by the laws of the State of Illinois, Licensee hereby forever waives, relinquishes and discharges and holds harmless the Park District, and its elected and appointed officials, officers, employees and agents (collectively, the “**Park District Indemnitees**”) from any and all claims of every nature whatsoever, which Licensee may have at any time against the Park District Indemnitees, including without limitation claims for personal injury or property damage sustained or incurred by Licensee or any person claiming by, through or under Licensee, relating directly or indirectly to the Licensed Activities, the condition of the Licensed Premises, or use by the Park District or Licensee of the Licensed Premises.

3.6 Condition of the Property. Except as otherwise specifically provided in this Agreement, the Park District has not made, and by grant of the non-exclusive License hereunder does not make, any representations with respect to the condition of the Licensed Premises or its suitability for any purposes, including but not limited to Licensee’s intended purposes, it being acknowledged and agreed by Licensee that Licensee is solely responsible for ascertaining all conditions affecting the Licensed Premises prior to its execution of this Agreement, and prior to each use thereof by Licensee, and its officers, officials, employees, agents, volunteers, and invitees, or any of them. Licensee shall be responsible for and will pay any damage to the Licensed Premises arising out of its use pursuant to this Agreement. The Park District and Licensee shall inspect the Licensed Premises before and after the Licensed Activities to determine the extent of any damaged incurred, beyond normal wear and tear from the event. Licensee will have 48 hours to repair any identified damages or Licensee shall reimburse the Park District for all expenses incurred by Park District relating to damages resulting from the Licensed Activities, including costs associated with grounds maintenance cleanup, any supplies purchased by the Park District for the Licensed Activities, and wages and overtime wages incurred by the Park District and caused by this Agreement, License or Licensed Activities. Licensee shall make payment of such expenses within five (5) days of a written invoice therefor from Park District.

3.7 Prohibited Use of Alcohol. No beer, liquor or any alcoholic beverages shall be brought or consumed on the Licensed Premises or be in the possession of the Licensee, its officers, officials, employees, agents, volunteers, and invitees. Failure to adhere to this provision shall result in an automatic revocation of all rights hereunder and the forfeiture of all fees. The foregoing shall not be interpreted as limiting or revoking any rights of the Park District under this Agreement. Licensee shall not permit any area to be used for any disorderly or unlawful purposes during the period of this Agreement.

3.8 Reservation of Rights. The License granted hereunder is not exclusive, and the Park District reserves the right to continue its use and the public’s use of the Property and the Licensed Premises. The Park District shall have the right to use the Property, including the Licensed Premises, at any time for any purpose which does not unreasonably interfere with the

Licensed Activities during the term of this Agreement. Any rights to the Licensed Premises not specifically granted to Licensee under this Agreement are reserved to the Park District, its successors and assigns. The Park District shall have the right to enter upon the Licensed Premises at any time to: (i) inspect, maintain or repair the Property or the Licensed Premises, and improvements thereon, (ii) to determine Licensee's compliance with the terms and conditions of this Agreement, (iii) or for any other lawful purpose.

ARTICLE 4

LICENSEE'S USE OF PARK DISTRICT EQUIPMENT

4.1 Equipment. Licensee will provide a written list of equipment needs (ropes, harnesses, helmets, etc.) ("Equipment") to the Park District no later than April 29, 2021. The Park District will outfit the Licensed Premises with the Equipment according to the Licensee's request. The Park District will place the Equipment in the appropriate storage areas on the Licensed Premises. The Licensee will return the Equipment to the appropriate storage location areas upon completion and use and appropriately secure the storage. The Park District will provide the Licensee with keys to the storage locations on the Licensed Premises that will house the Equipment and the tip down allowing for emergency access (if access shall be needed). Licensee shall be responsible for returning the keys to the Park District. If the Park District is not open on May 8th, following the completion of the Licensed Activities, the keys shall be delivered to the Park District the following business day.

4.2 Condition of Equipment. Licensee is responsible for inspecting any and all Equipment once it is obtained to be fully aware as to the condition of the Equipment, and that the Equipment is in good condition and repair. The Licensee accepts the Equipment in "AS IS CONDITION AND WITH ALL FAULTS". Licensee will complete the required Pre and Post Use Wheaton Park District Inspection Forms and Ropes Usage Logs ("Forms"). Completed Forms will be returned after the completion of the Licensed Activities, if the Park District is not open after the Licensed Activities, the Forms may be returned to the Park District the following business day. Any damaged Equipment or maintenance concerns must be reported to the Park District office upon completion of the Licensed Activities. It is expressly understood and agreed that the Park District has made no representations, express or implied, as to the condition of the Equipment or its suitability for use by the Licensee, including its and its officers, officials, employees, agents, volunteers, and invitees, or any of them. The Licensee is solely responsible for determining whether the Equipment is requested is suitable, safe and appropriate for any intended use and understands that the Park District makes no such representation. The Licensee shall pay the Park District's reasonable costs to repair any damage to Equipment, beyond ordinary wear and tear.

4.3 Supervision. The Licensee acknowledges and agrees that unless otherwise agreed to, in writing, the Park District is not providing any supervision, instruction, training or direction in the use of the Equipment. The Licensee is solely responsible for the proper handling, transportation, storage, training instruction, use and supervision associated with the Equipment and its use on the Licensed Premises.

4.4 Equipment Use. The Licensee shall use and operate the Equipment in accordance with any and all applicable manufacturer's guidelines, federal, state and municipal laws, ordinances, rules and regulations, and shall only permit properly trained and qualified persons to operate and/or use the Equipment. All such persons shall be and shall conclusively be deemed properly trained and qualified by the Licensee, and its officers, officials, employees, agents, volunteers, and invitees, or any of them.

ARTICLE 5 INDEMNIFICATION AND HOLD HARMLESS

5.1 Indemnification of the Park District. Licensee hereby indemnifies and shall defend and hold harmless the Park District Indemnitees from and against any and all suits, liabilities, claims, losses, costs, and damages, including but not limited to consequential damages, penalties, fines and expenses, of every kind or nature whatsoever, including without limitation court costs and attorneys', paralegals' and consultants' fees (collectively, the "**Legal Expenses**"), suffered, incurred or sustained by any of the Park District Indemnitees, including without limitation, liabilities for the death of, or injury to, any person or the loss, destruction or theft of, or damage to, any property, or liabilities imposed under any environmental laws, to the extent relating directly or indirectly to, or arising directly or indirectly from, the exercise by Licensee, or its officers, officials, employees, agents, volunteers, and invitees, or any other person acting on its or their behalf or with its or their authority or permission, of the obligations, rights or privileges imposed upon, or granted to, Licensee under this Agreement or their use of the Licensed Premises. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this subsection 5.1. Licensee shall similarly defend, indemnify and hold harmless the Park District Indemnitees against and from any and all suits, claims, losses, costs, damages (including but not limited to consequential damages), penalties, fines and expenses, including without limitation Legal Expenses, suffered, sustained or incurred by any of the Park District Indemnitees to the extent resulting from Licensee's breach of any provision of this Agreement or otherwise incurred by Park District in enforcing the terms of this Agreement.

5.2 Notice of Claims. The Park District shall promptly give written notice of its claim to the Licensee whenever the Park District shall have determined that there are facts or circumstances that may render the Licensee liable for indemnification under this Agreement.

5.3 Cooperation. Each Party shall cooperate with the other in connection with the indemnifications contained in this Article 4, including, without limitation, making available to the other all relevant information reasonably available to it that is material to the defense of a third party's claim.

ARTICLE 6 TERM AND TERMINATION

6.1 Term. The term of this Agreement shall commence on the Effective Date and shall remain in effect until the date of access and use outlined above in Paragraph 3.2 and shall terminate at 3:00 p.m. on May 8, 2021.

6.2 Termination. The Park District shall have the right to terminate this Agreement and the non-exclusive License granted hereunder immediately and without notice upon Licensee's default of its obligations hereunder, or its violation of any federal or state laws, or local regulations or ordinances. Upon the effective date of termination, the respective rights and obligations of the Parties shall cease with the exception of any obligation that accrued prior to the effective date of termination that remains unsatisfied on the effective date, including but not limited to any obligation under Paragraphs 2.1, 3.5, and 5.1 above.

ARTICLE 7 NOTICES

7.1 Any notice required or permitted to be given under this Agreement shall be in writing and shall be effective: (i) as of the date personally delivered; (ii) one (1) business day after the date delivered to a nationally recognized overnight courier service, delivery prepaid for next business day delivery; or (iii) two (2) business days after the date deposited in the United States mail, if sent by certified mail with return receipt requested. All notices shall be addressed to each Party as follows:

If to the Licensee: The Corporate Learning Institute, LTD
 1615 N. Stoddard Ave.
 Wheaton, IL 60187
 Attn: Tim Buividas

If to the Park District: Wheaton Park District
 102 E. Wesley St.
 Wheaton, IL 60187
 Attn: Mike Benard, Executive Director

Notice by email and facsimile transmission is not permitted.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 Amendments and Modifications. This Agreement may be amended or modified only by a written instrument executed by the Parties.

8.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to its principles of conflicts of law. Jurisdiction over any dispute shall be in the Circuit Court of DuPage County, Illinois.

8.3 Entire Agreement. This Agreement supersedes all prior agreements and understandings between the Parties hereto relating to the subject matter hereof. This Agreement, the exhibits and other writings referred to herein, constitute the entire understanding of the Parties with respect to the subject matter hereof.

8.4 Time of the Essence. Time is of the essence in this Agreement. If the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or holiday (national or State of Illinois) such that the transaction contemplated hereby cannot be performed, the time for performance shall be extended to the next such succeeding day where performance is possible.

8.5 Counterparts/Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same instruments. All electronic or .pdf signatures shall be treated as original signatures for all purposes.

8.6 Severability. If any term, condition or provision of this Agreement is adjudicated invalid or unenforceable, the remainder of this Agreement, other than such term, condition or provision, shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.

8.7 Article Headings. The Article headings in this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement.

8.8 Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver. No such waiver shall be deemed a waiver of any subsequent breach or default.

8.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors in interest.

8.10 Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

8.11 Further Assurances. The Parties agree to execute all documents and instruments reasonably required in order to consummate the matters contemplated herein.

8.12 Joint Participation. The Parties hereto participated jointly in the negotiation and preparation of this Agreement, and each Party has obtained the advice of legal counsel to review and comment upon the terms and conditions contained herein. Accordingly, it is agreed that no rule of construction shall apply against or in favor of any Party. This Agreement shall be construed as if it was jointly prepared by the Parties and any uncertainty or ambiguity shall not be interpreted against one Party and in favor of the other.

8.13 No Third-Party Beneficiaries. This Agreement does not confer any rights or benefits on any third party.

8.14 Authorization. The undersigned duly authorized representatives of the Parties represent and warrant that no additional consents, approvals or authorizations are necessary or required to effectuate this Agreement.

8.15 No Waiver of Tort Immunity Defenses. Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Park District under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*, with respect to claims by third parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

WHEATON PARK DISTRICT

By:  _____

Executive Director, Wheaton Park District

Date: 4/30/2021 _____

**THE CORPORATE LEARNING INSTITUTE,
LTD**

By:  _____

Its:  _____

Date: 4/30/21 _____

EXHIBIT A

Licensee's Insurance Requirements

Licensee shall obtain insurance of the types and in the amounts listed below.

A. Commercial General, Liquor, and Umbrella Liability Insurance

Commercial General and Umbrella Liability Insurance

Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence and an umbrella of no less than \$2,000,000 in excess liability coverage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, liquor liability, products-completed operations, personal injury and advertising injury, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Park District. Any insurance or self-insurance maintained by the Park District shall be in excess of the Licensee's insurance and shall not contribute with it.

B. Business Auto and Umbrella Liability Insurance

Licensee shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

Licensee shall maintain workers compensation and employer's liability insurance. The commercial umbrella and/or employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required

in this Contract, the Licensee waives all rights against Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Licensee's use of the premises.

D. General Insurance Provisions

a. Evidence of Insurance

Prior to using any Park District facility or property, Licensee shall furnish Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for advance written notice to Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to Park District shall be by certified mail, return receipt requested.

Failure of Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance.

Park District shall have the right, but not the obligation, of prohibiting from occupying the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Park District.

Failure to maintain the required insurance may result in termination of this use agreement at Park District's option.

Licensee shall provide certified copies of all insurance policies required above within 10 days of Park District's written request for said copies.

b. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

c. Cross-Liability Coverage

If Licensee's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Licensee may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

Exhibit B

Challenge Course Waiver

Wheaton Park District, Lincoln Marsh Challenge Course
(Teams, High Ropes, Climbing Tower, Power Pole and Crate Climbing)
Participant Information & Waiver form
p. 630-871-2810 www.lincolnmarch.org f.630-871-9213

PLEASE PRINT ALL INFORMATION

Program Date: _____ Group Name: _____ Birthdate ____/____/____ M ____ F ____
First Name: _____ Last Name _____
Street _____ City, State _____ Zip _____
Phone (Home) _____ (work) _____
Emergency Contact Name _____ Relationship: _____ Emergency Phone # _____
Medical information: Allergies _____ Injuries _____
My child requires use of epi-pen Yes No Did they bring it today Yes No
My child requires the use of an inhaler Yes No Did they bring it today Yes No
Any other medical information we should be aware of: (ex: diabetes, epileptic, back problems, etc.) _____

IMPORTANT INFORMATION

The Wheaton Park District is committed to conducting its recreation programs and activities in a safe manner and holds the safety of participants in high regard. The Wheaton Park District continually strives to reduce such risks and insists that all participants follow safety rules and instructions that are designed to protect the participants' safety. However, participants and parents/guardians of minors registering for this program/activity must recognize that there is an inherent risk of injury when choosing to participate in recreational activities/programs.

You are solely responsible for determining if you or your minor child/ward are physically fit and/or adequately skilled for the activities contemplated by this agreement. It is always advisable, especially if the participant is pregnant, disabled in any way or has recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity.

On Occasion, park district staff may photograph or videotape participants in park district classes/program or at park district facilities/events. These photos and videotapes are for park district use only, and may be included in publications, brochures, pamphlets, flyers and videos.

WARNING OF RISK

The Lincoln Marsh Challenge Course is a series of challenging activities that engage the physical, mental and emotional resources of each participant. Despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury, including cervical spine injury and head/brain injury. Understandably, not all hazards and dangers associated with the challenge course can be foreseen. Participants must understand that certain risks, dangers and injuries due to acts of god, inclement weather, slips and falls, insects, defective equipment, failure in supervision or instruction, premises defects and other circumstances inherent to outdoor settings and recreational activities can exist. In this regard, it must be recognized that it is impossible for the Wheaton Park district to guarantee absolute safety

WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

Please read this form carefully and be aware that in signing up and participating in this program/activity, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you or your minor child/ward might sustain as a result of participating in any and all activities connected with and associated with this program/activity (including transportation services and vehicle operations, when provided).

I recognize and acknowledge that there are certain risks of physical injury to participants in the challenge course, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that my minor child/ward or I may sustain as a result of participating in any and all activities connected with or associated with the challenge course.. I further agree to waive and relinquish all claims I or my minor child/ward may have (or accrue to me or my child/ward) as a result of participating in this program/activity against the Wheaton Park district, including its officials, agents, volunteers and employees here in collectively referred to as "Park District". I do hereby fully release and forever discharge the park district from any and all claims for injuries, damages or loss that my minor child/ward or I may or which may accrue to me or my minor child/ward and arising out of, connected with, or in any way associated with the challenge course.

I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims. If registering on-line or via fax, my on-line or facsimile signature shall substitute for and have the same legal effect as an original form signature.

PLEASE PRINT

Participant's Name _____ Date: _____

Participant's Signature _____ Parent Signature: _____

(18 years or older or Parent/Guardian)

PARTICIPATION WILL BE DENIED

If the signature of adult participant or parent/guardian and date are not on this waiver.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NEWTEK INSURANCE AGENCY LLC/PHS 12128345 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251		CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext): FAX (888) 443-6112 (A/C, No): E-MAIL ADDRESS:	
INSURED THE CORPORATE LEARNING 1615 STODDARD AVE WHEATON IL 60187-3336		INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Casualty Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		12 SBA UN5799	08/08/2020	08/08/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/> RETENTION \$ 10,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		12 SBA UN5799	08/08/2020	08/08/2021	PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	Y/N <input type="checkbox"/>						
A	EMPLOYMENT PRACTICES LIABILITY			12 SBA UN5799	08/08/2020	08/08/2021	Each Claim Limit \$5,000 Aggregate Limit \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

Wheaton Park District
102 E WESLEY ST
WHEATON IL 60187

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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