

HAMILTON-LOWE AQUATICS CENTER SHORT TERM SWIM LANE LEASE
AND GENERAL RELEASE AND HOLD HARMLESS AGREEMENT
BETWEEN CITY OF MOSCOW, IDAHO AND
MOSCOW CHINOOKS MASTERS SWIMMING (LESSEE)

THIS HAMILTON-LOWE AQUATICS CENTER SHORT TERM SWIM LANE LEASE AND GENERAL RELEASE AND HOLD HARMLESS AGREEMENT BETWEEN CITY OF MOSCOW, IDAHO AND MOSCOW CHINOOKS MASTERS SWIMMING (LESSEE) (hereinafter "AGREEMENT") is made and entered into this 28 day of June, 2012 between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Moscow Chinooks Masters Swimming, a local non-profit sports association (hereinafter "LESSEE").

WHEREAS, Moscow Chinooks Masters Swimming (LESSEE) wishes to lease swim lanes from CITY and CITY's Hamilton-Lowe Aquatics Center on a short-term basis; and

WHEREAS, LESSEE wishes to lease six (6) swim lanes Monday, Wednesday, and Friday (5:45 a.m. to 7:00 a.m.) beginning July 2, 2012 and ending August 17, 2012, for five dollars (\$5) per lane per hour; and

WHEREAS, the total amount due and owing for such lease of swim lanes totals seven hundred eighty seven and fifty one/hundredths dollars (\$787.50); and

WHEREAS, total payment to CITY by LESSEE for such use shall be made on or before Wednesday, August 31, 2012, in the total amount of seven hundred eighty seven and fifty one/hundredths dollars (\$787.50); and

WHEREAS, LESSEE wishes to release and hold the CITY harmless from any and all causes of action for negligence and other activities which is not the result of the sole negligence of CITY, in exchange for the ability to lease the lanes space noted herein;

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, hereby agree as follows:

LESSEE shall pay to LESSOR on or before August 31, 2012 the total amount of seven hundred eighty seven and fifty one/hundredths dollars (\$787.50) for the short-term lease of six (6) swim lanes Monday, Wednesday, and Friday (5:45 a.m. to 7:00 a.m.) beginning July 2, 2012 and ending August 17, 2012 at the rate of five dollars (\$5) per lane per hour.

LESSEE acknowledges that this Hamilton-Lowe Aquatics Center Short Term Swim Lane Lease and General Release and Hold Harmless Agreement between City of Moscow, Idaho and LESSEE is entered into with the knowledge that the activities may be dangerous and/or hazardous to LESSEE and this AGREEMENT is intended to serve as a waiver of all claims that may arise out of harm, damage, or injuries suffered during such activities. The undersigned agrees that CITY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/26/2012

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).

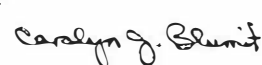
PRODUCER Risk Management Services, Inc. P.O. Box 32712 Phoenix, AZ 85064-2712	1-602-840-3234	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: info@theriskpeople.com PRODUCER CUSTOMER ID #:	FAX (A/C, No): 602-274-9138													
	INSURED HYDROPOWER MASTERS SWIM CLUB United States Masters Swimming etal Incl. LMSC's PAIGE BUEHLER 814 LABELLE STREET MOSCOW, ID 83843		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: NATIONAL CASUALTY COMPANY</td> <td>11991</td> </tr> <tr> <td>INSURER B: FEDERAL INSURANCE COMPANY</td> <td>20281</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: NATIONAL CASUALTY COMPANY	11991	INSURER B: FEDERAL INSURANCE COMPANY	20281	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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COVERAGES **CERTIFICATE NUMBER:** 27888363 **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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Legal <input checked="" type="checkbox"/> Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	XKO0000002280800	01/01/12	01/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ None PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$	X	X	XKO0000002280500	01/01/12	01/01/13	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	ADED XS Medical/Dental			9906-7881	01/01/12	01/01/13	MAXIMUM \$ 5,000 MAXIMUM \$ 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Verification of General/Excess Liability for INSURED ACTIVITIES per attached. The Certificate Holder is included as Additional Insured but only as respects to the Named Insured's operations per the attached ADDITIONAL INSURED ENDORSEMENT EFFECTIVE CERTIFICATE ISSUE DATE.
 30 DAY CANCELLATION PER POLICY PROVISIONS

CERTIFICATE HOLDER City of Moscow Parks & Rec Dept Eric Newell 1515 East D. Street Moscow, ID 83843 USA	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 
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ATTACHMENT TO U.S. MASTERS SWIMMING, INC. CERTIFICATE

COVERAGE HIGHLIGHTS

ADDITIONAL NAMED INSUREDS:

1. **United States Masters Swimming, Inc. Member Clubs for Insured Activities.**
2. Any Member of United States Masters Swimming, Inc., or volunteer, while acting on behalf of and with the approval of the Board of Directors of United States Masters Swimming, Inc.

DEFINITIONS:

1. **United States Masters Swimming, Inc. Member Clubs** are clubs that are members in good standing with United States Masters Swimming, Inc. and whose athletes and coaches are members of United States Masters Swimming, Inc.
2. **Sanction** as defined by United States Masters Swimming, Inc. Rules and Regulations.
3. **Recognized Events** as defined by United States Masters Swimming, Inc. Rules and Regulations.

INSURED ACTIVITIES:

- A. Swimming events where a United States Masters Swimming, Inc. Sanction has been issued.
- B. United States Masters Swimming, Inc. "Recognized Events" as defined in USMS Rules & Regulations
- C. Swimming practices under direct supervision of a United States Masters Swimming, Inc. Member or a United States Swimming, Inc. Member Coach.

	USMS Member Coach	USA Swimming Coach	No Coach or Non-USMS Member coach
USMS Members workout	<ul style="list-style-type: none"> • USMS Swimmer Covered • USMS Coach Covered 	<ul style="list-style-type: none"> • USMS Swimmer Covered • USA Coach Covered 	No Coverage
USA Swimming Member in USMS workout	<ul style="list-style-type: none"> • USA Swimmer NOT Covered • No protection for USMS Coach if USA Swimmer is injured • USMS Swimmers Covered 	<ul style="list-style-type: none"> • USA Swimmer Covered • USA Coach Covered • USMS Swimmers Covered 	No Coverage
USMS Member in USA Swimming workout	Not applicable, USMS Coach can't preside over USA Swimming workout.	<ul style="list-style-type: none"> • USMS Swimmer Covered • USA Coach Covered 	Can't exist -- by definition of USA workout.
USMS Members and Non-USMS Members workout (i.e. un-registered swimmers and/or swimmers not in 30-day trial period)	No Coverage	No Coverage	No Coverage

- D. Swimming tryouts under active supervision of a United States Master Swimming, Inc. Member or United States Swimming, Inc. Member Coach for a period of no more than thirty (30) consecutive calendar days in a 12-month period, for any individual.
- E. Learn to swim program where all athletes are members of United States Masters Swimming, Inc. and supervised by a United States Masters Swimming, Inc. Member or United States Swimming, Inc. Member Coach.
- F. United States Masters Swimming, Inc. contracted Swim-A-Thons.
- G. United States Masters Swimming, Inc. pre-approved social events.
- H. United States Masters Swimming, Inc. pre-approved fund raising activities.

ATTACHMENT TO U.S. MASTERS SWIMMING, INC. CERTIFICATE

POLICY NUMBER: KKO0000002280800 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSUREDS - BLANKET MANAGERS OR LESSORS OF PREMISES POLICY AMENDMENT - COMMERCIAL GENERAL LIABILITY

Name of Person or Organization (Additional Insured):

Any person or organization leasing premises to you and declared as an Additional Insured - Managers or Lessor of Premises as evidenced by a certificate of insurance issued for you by us or on our behalf.

Who is an Additional Insured? (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any **occurrence** which takes place after you cease to be a tenant in that premises;
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown on the certificate.

Effective Date: The effective date of this endorsement shall be the issue date of the certificate to which it is attached.