

**EXHIBIT A**  
**RELEASE OF LIABILITY, WAIVER, AND AGREEMENT TO HOLD HARMLESS**  
**AND INDEMNIFY**

**WARNING: PRESENCE UPON THE AERIAL LIFT BRIDGE DURING ITS OPERATION IS AN INHERENTLY DANGEROUS ACTIVITY.**

I am a legal adult and under no legal disability which prevents me from understanding this Release. I further understand that I am executing the Release voluntarily.

I understand that the aerial lift bridge was not designed to accommodate pedestrian traffic while in operation and is not maintained to accommodate pedestrian traffic while in operation. I understand that my presence upon the aerial lift bridge during its operation, and the activities related to its operation, are inherently dangerous and that I may be exposed to such inherent dangers. I understand that serious bodily injury or death may occur if I choose to pursue this activity. I voluntarily choose to participate in the activity of riding upon the aerial lift bridge and all activities related to such ride regardless of the inherently dangerous nature of the activity and assume all risks associated with the inherently dangerous activity.

I understand and agree that my presence upon the aerial lift bridge during its operation does not constitute a public service or an essential service. I understand and agree that the City of Duluth is under no duty to allow me to be present upon the aerial lift bridge. I understand and agree that my participation in the aerial lift bridge ride and related activities is recreational in nature. I agree to follow all directions given to me during my ride upon the aerial lift bridge and all related activities. I further understand that at any time, and at its sole discretion, the City of Duluth, its employees, agents and assigns, has the right to end the activity and remove me from the bridge.

I understand the City of Duluth, its employees, agents and assigns make no representations, guarantees, or warranties regarding the condition of the bridge, its suitability for accommodating pedestrians during operation, or any activities or events occurring on or in close proximity to the bridge.

I hereby waive and release the City of Duluth and its employees, agents and assigns, on my own behalf, and on behalf of my dependents and heirs, from liability on any claim for any injury and/or damage which may result, either directly or indirectly, from my participation in the aerial lift bridge ride and its related activities. This release specifically includes, but is not limited to, all claims of negligence asserted against the City of Duluth and its employees, agents and assigns.

I further agree, on my own behalf, and on behalf of my dependents and heirs to defend and indemnify the City of Duluth and its employees, agents and assigns from any and all claims, suits, demands, liability, judgment costs, damages, and expenses which may

accrue against or be charged or may be recovered from the City by reason of or account of any claim for damage arising from my participation in an aerial lift bridge ride and all activities related to such ride. My agreement to defend and indemnify specifically includes all claims of negligence arising from my actions or omissions, the actions or omissions of another, or the actions or omissions of the City of Duluth and its employees, agents and assigns.

**CAUTION: READ BEFORE SIGNING.**  
**I HAVE READ AND UNDERSTAND THIS RELEASE**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Date of Ride