



DATE: February 1, 2021

MEMO TO: Terry Wilke, Chair
Planning Committee

Julie Simpson, Chair
Finance Committee

FROM: James L. Anderson
Director of Natural Resources

RECOMMENDATION: Recommend approval of a Resolution Approving a Property Access and Cost-Sharing Agreement with the Chicago Bears Football Club for Buckthorn Removal.

STRATEGIC DIRECTIONS SUPPORTED: Conservation; Leadership

FINANCIAL DATA: Approval of this Agreement will allow a District contractor to enter Chicago Bears Football Club (Bears) property to remove buckthorn and other invasive species. The total cost of this work is \$4,655.94 and will be charged to Middlefork Savanna Pilot Buckthorn Eradication Grant Fund (69644100-803200-61104) and will be funded by a grant from the National Fish and Wildlife Foundation (50%) and the Bears (50%).

BACKGROUND: In 2019, the District applied for funding from the National Fish and Wildlife Foundation's (NFWF) Chi Cal Rivers Fund Grant for the Buckthorn Eradication Pilot Project to remove buckthorn and other invasive species from an approximately 3,600-acre area that includes the District's Middlefork Savanna and neighboring properties that are adjacent to Middlefork Savanna. The District proposed to NFWF to create a cost-share arrangement with neighboring property owners within the approximately 3,600-acre area. This proposal was accepted and grant funding has been awarded to this effort. Staff contacted the Bears regarding the removal of buckthorn and other invasive species within the northern portion of the Bears' property that is adjacent to Middlefork Savanna. Management of buckthorn and other invasive species in this area will help achieve the Buckthorn Eradication Pilot Project goals and support the District's Strategic Action Plan. Management of invasive species will improve the resiliency and health of this landscape.

The proposed agreement includes atypical and one-sided indemnification provisions related to potential COVID-19 claims. These provisions essentially provide that, if, as a result of the activity allowed under the access agreement, an employee of the District, an employee of the District's contractor, or a Bears employee contracts COVID-19, then the District will indemnify the Bears for any claim against the Bears related to that illness, which could include personal injury or death claims. The District would have this indemnification obligation, even if the District was not negligent, but the Bears were negligent. This indemnification obligation would not be covered by the District's insurance coverage through the Park District Risk Management Agency (PDRMA), which generally covers the District only if the District is alleged and established to be negligent. Further, PDRMA's coverage extends to third parties (such as the Bears) only if they are named in a claim because of the District's negligence and does not extend to the specific negligent acts of third parties. As such, the District would be agreeing to indemnify the Bears for claims that are not covered by insurance. It is worth noting that, even in cases

where PDRMA's coverage applies, its COVID-19 coverage is limited to \$250,000 per claim and \$250,000 per year – this is not unique to a COVID-19 claim arising from the Bears property access agreement; rather it is a general limit on COVID-19 claims.

While it seems unlikely that such claims will be made (in the context of the property access agreement, which involves outdoor work and very little if any physical interaction with Bears employees), it is appropriate for the Committees to consider the District's risk of exposure from these aggressive, one-sided, and atypical indemnification provisions and balance that risk against the benefit of the agreement. If a COVID-19-related claim is filed, and PDRMA does not cover that claim, then the District's Insurance Fund and (if that is depleted) its General Fund would be required to cover the claim.

REVIEW BY OTHERS: Executive Director, Chief Operations Officer, Director of Finance, Corporate Counsel.

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION APPROVING A PROPERTY ACCESS AND
COST-SHARING AGREEMENT WITH THE CHICAGO BEARS FOOTBALL CLUB
FOR BUCKTHORN REMOVAL**

WHEREAS, the Lake County Forest Preserve District (the “District”) owns certain property commonly known as "Middlefork Savanna Forest Preserve"; and

WHEREAS, the Chicago Bears Football Club (the “Bears”) owns property that is adjacent to Middlefork Savanna Forest Preserve; and

WHEREAS, the District applied for funding from the National Fish and Wildlife Foundation’s (“NFWF”) Chi Cal Rivers Fund Grant for the Buckthorn Eradication Pilot Project to remove buckthorn and other invasive species from an approximately 3,600-acre area that includes Middlefork Savanna and neighboring properties that are adjacent to Middlefork Savanna, including property owned by the Bears (the “Project”); and

WHEREAS, the District proposed to NFWF, and NFWF has accepted, a cost-sharing arrangement by which grant funds and funds from neighboring property owners within the approximately 3,600-acre area would be used for the Project; and

WHEREAS, it is in the best interests of the District to enter into an agreement with the Bears in the form attached hereto (the “Agreement”) by which the parties will join together in a collaborative effort to (i) allow the District or its contractor to remove woody invasive plants, including buckthorn, from the Bears’ property, which if allowed to persist will spread and cause harm to natural areas such as Middlefork Savanna Forest Preserve and (ii) share the costs of such work;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois THAT:

Section 1. Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2. Approval of the Agreement. The Agreement is hereby approved in substantially the form attached hereto. The President and Secretary of the District are authorized to execute and attest to the Agreement.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this ____ day of _____, 2021

AYES:

NAYS:

APPROVED this ____ day of _____, 2021

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

December 17, 2020

Ty Kovach
Executive Director
Lake County Forest Preserve District
1899 W. Winchester Road
Libertyville, IL 60048

Re: **Letter Agreement for Limited Authorization to Access Chicago Bears Property**

Dear Ty:

Please allow this letter to confirm that The Chicago Bears Football Club, Inc. ("Club") hereby grants to the Lake County Forest Preserve District ("LCFPD") the limited right to access Club property for the purpose of (i) accessing Middlefork Savanna Forest Preserve ("LCFPD Property") to perform natural restoration work on the LCFPD Property and (ii) performing natural restoration work on certain property owned by the Club and generally depicted on Exhibit A as the "Woody Invasive Project Clearing Location" ("Club Restoration Site"). The natural resource work described in this paragraph will include all work necessary to remove certain non-native plant species including, but not limited to: European buckthorn, *Rhamnus cathartica*; exotic honeysuckles, *Lonicera* spp.; and multiflora rose, *Rosa multiflora* ("Restoration Work").

The parties agree that the following terms and conditions shall apply:

1. **Entrance and Work Locations**
LCFPD will be required to enter Club property through the front gate of Halas Hall. The Club Restoration Site and a portion of the LCFPD Property where the Restoration Work will be performed by the LCFPD are identified in the attached Exhibit A and are collectively referred to herein as the "Work Site".
2. **Club Approval of Work Dates**
Any Restoration Work performed in the Work Site by LCFPD shall begin on a mutually agreeable date. Once a mutually agreeable date to begin the Restoration Work is determined, all times of access to Club Property shall be determined by the Club.
3. **Limitations**
No Restoration Work, equipment storage, or other operations can be performed on Club property other than the Club Restoration Site. LCFPD may only access other areas of Club property for the sole purpose of accessing the Work Site to perform the Restoration Work.
4. **Compliance with Laws**
LCFPD shall be responsible for ensuring that the Restoration Work and all of its components shall comply with, and LCFPD agrees to be bound by, all applicable federal, state and local laws, orders, rules and regulations as they may be modified or amended from time to time. LCFPD shall be responsible for obtaining all permissions, approvals, permits and ordinances to complete the Restoration Work from the City of Lake Forest and any other applicable government agency or administrative entity, at no cost to the Club.
5. **Commencement and Completion of Restoration Work**
LCFPD shall commence the Restoration Work in the Winter of 2020-2021. LCFPD shall complete all Restoration Work on or before July 31, 2021. Detailed time estimates for each component of the Restoration Work are set forth in Section 7.1 below. If LCFPD cannot complete all Restoration Work by July 31, 2021, or cannot complete individual components of the Restoration Work within the times estimate in Section 7.1 below,

because of conditions beyond the reasonable control of LCFPD, LCFPD shall provide notice of such conditions to the Club and the completion date and durations will be extended by one day for each day that such conditions existed and prevented such timely completion.

6. **Repair of Club Property**

LCFPD shall be responsible and liable for all maintenance, repairs and/or damages to Club property or other property incurred as a result of LCFPD access to Club property or otherwise in the performance of the Restoration Work by LCFPD and/or its agents, contractors, subcontractors or third-party vendors. LCFPD shall promptly and without charge to Club, repair and replace damage done to Club property incurred as a result of the Restoration Work.

7. **Conditions of Restoration Work**

Club acknowledges that LCFPD has explained the following conditions of the Restoration Work:

7.1 LCFPD will perform the Restoration Work on the Work Site, including (i) initial herbicide applications and clearing to non-native plants, which is estimated to take one (1) week of time to complete, during the Winter of 2020-2021, (ii) follow-up herbicide applications, during the months of May, June or July 2021, and (iii) in between the initial herbicide applications and clearing and the later follow-up herbicide applications, on-site monitoring of the initial work to ascertain the efficacy thereof. LCFPD intends that the initial clearing and herbicide applications will cause the plants to die. However, re-sprouts of cleared or herbicided plants often occurs, so the follow-up herbicide applications mentioned above may be necessary. LCFPD estimates that a minimum of one or two follow-up herbicide applications will be required. Each visit will be one day or less in duration. Additional applications may be necessary, depending on the efficacy of the initial herbicide applications, for example if there are excessive re-sprouts of herbicided non-native species. All dates and times of the visits by LCFPD or its contractor for initial herbicide applications, clearing, monitoring, and follow-up applications must be approved by Club.

7.2 LCFPD will apply the herbicide with a wick/sponge applicator and with selective foliar spray applications using a backpack sprayer.

7.3 LCFPD will mix the herbicide with a colored dye to mark the areas that have been treated.

7.4 People (both children and adults) and pets should stay out of the area of the Work Site that are treated with herbicide for 24 hours after the herbicide is applied.

7.5 LCFPD will place warning signs on the Work Site, if requested in writing of the Club, of such application(s) and remove such signs after application.

7.6 LCFPD or its contractors will be allowed to park vehicles within parking lots on Club property designated by Club.

8. **Payment**

Club agrees to pay LCFPD \$2,327.97 as a contribution toward the Restoration Work (the "Payment") within ten (10) days after executing this Agreement.

9. **Indemnification**

LCFPD shall indemnify, save harmless, and defend Club against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise or be alleged to have arisen out of or in connection with the negligence of LCFPD, and/or its agents, contractors, subcontractors or third party vendors related to their access to Club property or performance of the Restoration Work.

10. **COVID-19 Facility Access Waiver**

LCFPD agrees to the terms and conditions set forth in the COVID-19 Facility Access Agreement, Assumption of Risk, Waiver of Liability and Indemnity Agreement, attached hereto as Exhibit B. Contractor shall execute Exhibit B contemporaneously with execution of this Agreement. In addition, Contractor shall ensure that any Contractor employees that access Customer's facilities will sign the COVID-19 Assumption of Risk and Liability Waiver, attached hereto as Exhibit B1.

11. **Insurance**

LCFPD shall maintain, and provide the Club at the Club's written request with proof of, the insurance coverages and limits set forth in Exhibit C, attached hereto. The Club acknowledges and accepts that the District may obtain and maintain such coverage from the Park District Risk Management Agency, the self-insured risk pool of which LCFPD is a member. LCFPD shall cause the Club to be covered as an additional insured under such coverage.

12. **Intellectual Property**

Nothing herein shall be construed as granting LCFPD any rights to advertise an association with the Club or use the name, trademarks, service marks, trade dress, logos, uniforms, characters, character names, character likenesses, catch phrases and/or slogans of the Club.

13. **Confidentiality**

In connection with the performance of the Restoration Work and Club property access granted herein, LCFPD understands that it may be exposed to information, material and data relating to Club's football players and other employees which are confidential as well as personal and confidential information regarding the Club's officers, employees, owners, executives, football players or coaches. LCFPD agrees to keep such information strictly confidential and shall not release or divulge such information, without the prior written permission of the Bears, except as required by law. However, the Club acknowledges that (i) this Agreement is a public contract that, under the Illinois Open Meetings Act, must be approved by the District at an open meeting of its Board of Commissioners, (ii) this Agreement will be a public record under the Illinois Freedom of Information Act, and (iii) nothing in this Section prevents LCFPD from making this Agreement public to any extent required to comply with such Acts.

14. **Jurisdiction and Venue**

The parties hereto acknowledge that this letter agreement has been negotiated and executed in Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois, excluding any such laws which direct the application of laws of any other jurisdiction. The exclusive venue for resolving any and all disputes arising out of this letter agreement shall be the courts of Lake County, Illinois.

Please indicate your acceptance of these terms described herein by executing this letter in the space provided below.

Sincerely,

Date: _____

John Bostrom
Senior Advisor of Operations and Safety
The Chicago Bears Football Club, Inc.

LAKE COUNTY FOREST PRESERVE
DISTRICT

Print Name: _____

Its: _____

By: _____

Date: _____

EXHIBIT A
WORK SITE



EXHIBIT B

COVID-19 FACILITY ACCESS AGREEMENT, ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION for being permitted to access facilities (including Halas Hall, the Walter Payton Center, Soldier Field, and all surrounding football fields, parklands (in the case of Soldier Field), parking areas, pedestrian plazas and entryways, the "Facilities") owned or operated by and/or, to provide services ("Services") to, The Chicago Bears Football Club, Inc. (collectively, including their respective affiliates, the "Bears" or "Club"), the undersigned person or entity ("Contractor" or "LCFPD"), for itself and on behalf of its affiliates and its and their respective officers, employees, representatives, subcontractors, agents, heirs, successors and assigns and any other person or entity acting or purporting to act on its or their behalf (collectively, the "Related Parties"), agrees as follows:

1. **Acknowledgments.** Contractor agrees and acknowledges that: (a) novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaption or variation thereof, "COVID-19") have been confirmed throughout the United States, including in the State of Illinois and its surrounding localities; (b) an inherent danger and risk of exposure to COVID-19 exists in any public place where people are present; (c) COVID-19 is an extremely contagious disease that can lead to severe respiratory problems, kidney failure, other illnesses, tissue and organ damage and other long-term effects and death, that no precautions can eliminate the risk of exposure to COVID-19, and that the risk of exposure applies to everyone; (d) according to the Centers for Disease Control and Prevention ("CDC"): (i) people with certain underlying medical conditions are or may be especially vulnerable, including, but not limited to, people with chronic kidney disease, chronic obstructive pulmonary disease, compromised immune systems (including as a result of organ transplant), obesity, serious heart conditions, sickle cell disease and type 2 diabetes and (ii) the risk of severe illness from the contraction of COVID-19 increases steadily with age; (e) contracting COVID-19 can result in further transmission of COVID-19 to one's spouse, family members and other contacts; (f) based upon the known and potential methods of transmission of COVID-19, including transmission via surface contact and by asymptomatic individuals, Contractor and its officers, employees, representatives, subcontractors and agents may be exposed to COVID-19 while at the Facilities and/or providing the Services or while in close physical proximity to employees of the Bears ("Bears Employees") or contractors or other representatives of the Bears, the National Football League (the "NFL") or any other NFL member club (collectively, "Third Parties"); (g) no precautions, including the Health and Safety Protocols (as defined below), can eliminate the risk of exposure to COVID-19 or the risk of contracting COVID-19 or transmitting COVID-19 to others; (h) due to the nature of the Facilities and the activities conducted thereon, individuals may not always be able to comply with the Health and Safety Protocols; and (i) for these and other reasons, accessing the Facilities, providing the Services and/or being in close physical proximity with any Bears Employee or Third Party may involve inherent danger and risk, including danger and risk related to COVID-19, which danger and risk is significant, including the risk of physical illness, injury, death or being subject to quarantine or other restrictive requirements.

2. **Assumption of Risk.** By entering and remaining at the Facilities and/or providing the Services, Contractor knowingly and voluntarily assumes and (as between Contractor and the Club) accepts full responsibility for, and risk of, any illness, death or other injury to Contractor and all Contractor Personnel (and all related damages, liability and other losses of Contractor and any Related Party) arising out of or relating in any way to exposure to, or transmission of, COVID-19 while at the Facilities, providing the Services and/or while in close physical proximity with any Bears Employee and/or Third Party, including, without limitation, all risks based on the sole, joint, active or passive negligence of any of the Released Parties (as defined below).

3. **Agreement to Participate in Risk Mitigation Processes.** To reduce the risk of exposure to, infection and transmission of COVID-19 at the Facilities, at all times during its provision of the Services, access to the Facilities or close proximity to Bears Employees and Third Parties, Contractor agrees to:

- (a) survey, screen, test, or otherwise determine by lawful means, on an ongoing basis, whether Contractor (if an individual) or any of its officers, employees, representatives, subcontractors or agents who will be present at the Facilities (collectively, "Contractor Personnel") has: (i) tested positive for, or been diagnosed with, COVID-19; (ii) exhibited symptoms of COVID-19, including, but not limited to, fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting or diarrhea within the 14-day period prior to his or her entry into the Facilities and/or provision of the Services; (iii) traveled to, or been exposed to a person returning from, an area subject to a CDC Level 3 Travel Health Notice within the 14-day period prior to his or her entry into the Facilities and/or provision of the Services, or international travel or travel outside of his/her local home geographic area by commercial aircraft or cruise ship/riverboat; (iv) been advised to self-quarantine by a healthcare provider or government entity due to an actual or suspected COVID-19 exposure or infection; (v) otherwise have reason to believe that they have COVID-19 or have been exposed to COVID-19 within the 6-week period prior to entry to the Facilities; or (vi) have a test pending for COVID-19 or have been exposed to a person with a COVID-19 test pending (each person described in clauses (i)-(vi) is referred to herein as a "High-Risk Person");
- (b) (i) prevent any person employed by Contractor who is known to Contractor to be a High-Risk Person from accessing any of the Facilities, handling any products or materials provided to the Facilities, providing the Services or coming in close physical proximity with any Bears Employee or Third Party and (ii) require each of its subcontractors to prevent any person employed by such subcontractor who is known to such subcontractor Party to be a High-Risk Person from accessing any of the Facilities, handling any products or materials provided to the Facilities, providing the Services or coming in close physical proximity with any Bears Employee or Third Party;
- (c) immediately notify the Bears by e-mail to elizabeth.geist@bears.nfl.net if Contractor becomes aware of or suspects that any High-Risk Person employed by or otherwise associated with Contractor or a Related Party has or may have accessed the Facilities, or come in close physical proximity with any Bears Employee or Third Party, in each case, within 14 days of the occurrence of any of the circumstances set forth in Section 3(a);
- (d) authorize and permit the Bears to test or screen Contractor (if an individual) and all Contractor Personnel for COVID-19 or symptoms of COVID-19 prior to accessing the Facilities, prior to providing Services or at any time while at the Facilities and/providing Services;
- (e) comply with, and require all of the Contractor Personnel to comply with, to the fullest extent possible, all requirements, recommendations, guidance, policies, procedures and protocols issued by the CDC, the Illinois Department of Health, the Lake County Department of Health (if applicable), the City of Chicago (if applicable), the Chicago Park District (if applicable), the Cook County Department of Health (if applicable) the U.S. Food and Drug Administration (if applicable) the NFL or the Bears (the "Health and Safety Protocols") that are intended to mitigate potential exposure to and the spread of COVID-19. These requirements may include, but are not limited to, practicing social distancing and wearing a mask or face covering while at the Facilities and/or providing the Services;

- (f) provide the information in Section 1 to all Contractor Personnel, and affirmatively obtain an executed agreement in the form attached hereto as Exhibit B1 (which shall be presented to the Bears upon demand) from each Contractor Personnel who accesses the Facilities, provides Services or may come in close physical proximity to Bears Employees or Third Parties whereby he or she acknowledges and knowingly and voluntarily assumes the risks, agrees to mitigate the risks and waives liability as set forth in Sections 1, 2, 3 and 4 of this COVID-19 Facility Access Agreement, Assumption of Risk, Waiver of Liability and Indemnity Agreement (this "Agreement"); and
- (g) comply with all applicable laws, regulations and ordinances when performing the Services and/or Contractor's obligations set forth in this Section 3.

4. Waiver of Liability; Indemnification. In consideration for Contractor's access to the Facilities and/or compensation for provision of the Services, Contractor (it being acknowledged by Contractor that a portion of the compensation it is receiving in connection with its provision of the Services is in consideration for the releases and covenants set forth in this Section 4 and its other agreements herein), for itself and on behalf of its Related Parties, hereby knowingly and voluntarily releases, covenants not to sue, waives, forever discharges, and holds harmless The Chicago Bears Football Club, Inc., The Chicago Park District, ASM Global, LLC, the City of Chicago, the State of Illinois, the NFL, each NFL member club, the respective subsidiaries and affiliates of each of the foregoing entities, all broadcasters and sponsors of the Bears and/or NFL, contractors of the Bears and/or NFL, and all of their respective direct and indirect, past, present and future officers, directors, members, managers, shareholders, affiliates, subsidiaries, partners, owners, agents, representatives, attorneys, employees, licensees, contractors, successors and assigns (each a "Released Party" and, together, the "Released Parties") of and from any and all claims, demands, causes of action, damages, suits, liabilities, costs or expenses of every kind ("Claims"), regardless of the existence or degree of fault or negligence, action or inaction of a Released Party or any other person or entity, whether foreseeable or unforeseeable, arising out of or relating to any exposure to or transmission of COVID-19 at the Facilities, in connection with Contractor or any Contractor Personnel's provision of the Services, due to Contractor or any Contractor Personnel's close physical proximity with any Bears Employee or Third Party or arising out of or related to any of the risks identified above in Section 1, including, but not limited to, claims based on injury to, death of, hospitalization of, loss of income by, loss of consortium by, physical or emotional injuries and/or damages or property damage to any person. Contractor further agrees to indemnify and hold each of the Released Parties harmless from and against any and all such Claims, including, but not limited to, all attorneys' fees and disbursements up through and including any appeal. The Bears do not assume any responsibility or obligation to provide financial or other assistance to Contractor for any reason in the event that Contractor or any Contractor Personnel are exposed to COVID-19 at the Facilities, while providing the Services or while in close physical proximity with a Bears Employee or Third Party, including, but not limited to, financial or other assistance related to costs associated with any related illness or injury. Contractor agrees to indemnify and hold each of the Released Parties harmless from and against any loss, liability, damages, or costs they may incur, whether caused by the negligence or otherwise of Contractor or Contractor Personnel, arising out of or relating to exposure to or transmission of COVID-19 while at the Facilities, providing the Services, coming in close physical proximity with a Bears Employee or Third Party or arising out of or related to any of the risks identified above in Section 1, including, without limitation, any such losses, liabilities, damages or costs arising from or relating to any Claims made by or on behalf of any Contractor Personnel.

5. Term. This Agreement is perpetual in nature and applies to all access to the Facilities and/or provision of the Services, and all Claims arising therefrom, from the date of its execution.

6. Governing Law; Severability. This Agreement shall be governed by the laws of the State of Illinois without regard to principles of conflict of laws. If any provision or clause of this Agreement is found to be invalid, void or unenforceable under any applicable law, such provision or clause shall be deemed modified to conform to applicable law, or if this would cause an illogical or unreasonable result, such provision or clause thereof shall be stricken from this Agreement without affecting the binding force or effect of any other provision or cause such that the remainder shall remain in full force and effect.

7. Arbitration Agreement. Contractor agrees that (a) any current or future claim, action or proceeding between it and any of the Released Parties arising out of or relating to this Agreement, its presence at the Facilities, provision of the Services and/or close physical proximity with any Bears Employee and/or Third Party (collectively, the "Claims"), must be submitted for confidential, final and binding arbitration to Judicial Arbitration and Mediation Services, Inc. ("JAMS") pursuant to the Federal Arbitration Act ("FAA"), (b) the FAA is applicable because the Bears are engaged in transactions involving interstate commerce, (c) the arbitration shall proceed before a single arbitrator, (d) the arbitration shall be conducted in accordance with the JAMS Comprehensive Arbitration Rules and Procedures, (e) any and all issues relating or pertaining to arbitration or this arbitration clause, including but not limited to the threshold question of arbitrability or the enforceability or validity of this arbitration clause shall be delegated to the arbitrator selected pursuant to this provision, (f) the arbitrator shall have the power to award any remedies, including attorneys' fees and costs, available under applicable law; (g) judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction; (h) the award may be vacated or modified only on the grounds specified in the FAA or other applicable law; and (i) any arbitration conducted pursuant to this Agreement shall take place in Chicago, Illinois.

8. Class Action Waiver. Contractor agrees that all claims described in Section 7 must be pursued on an individual basis only. By signing this Agreement, Contractor hereby waives its right to commence, or be a party to, any class or collective claims against the Released Parties.

THE UNDERSIGNED HAS CAREFULLY READ THIS AGREEMENT, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT IN ITS ENTIRETY, FULLY UNDERSTANDS ALL OF ITS PROVISIONS, AND HEREBY KNOWINGLY AND VOLUNTARILY AGREES TO ITS TERMS.

LAKE COUNTY FOREST PRESERVE DISTRICT

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT B1

COVID-19 FACILITY ACCESS AGREEMENT, ASSUMPTION OF RISK AND WAIVER OF LIABILITY

IN CONSIDERATION for being permitted to access facilities (including Halas Hall, the Walter Payton Center, Soldier Field and all surrounding football fields, parklands (in the case of Soldier Field), parking areas, pedestrian plazas and entryways, the "Facilities") owned or operated by and/or, to provide services ("Services") on behalf of the contractor set forth below ("Contractor" or "LCFPD") to, The Chicago Bears Football Club, Inc. (the "Bears" or "Club"), I, the undersigned person, for myself and on behalf of my heirs, successors and assigns and any other person or entity acting or purporting to act on my behalf (collectively, the "Related Parties"), agree as follows:

1. **Acknowledgments.** I agree and acknowledge that: (a) novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "COVID-19") have been confirmed throughout the United States, including in the State of Illinois and its surrounding localities; (b) an inherent danger and risk of exposure to COVID-19 exists in any public place where people are present; (c) COVID-19 is an extremely contagious disease that can lead to severe respiratory problems, kidney failure, other illnesses, tissue and organ damage and other long-term effects and death, that no precautions can eliminate the risk of exposure to COVID-19, and that the risk of exposure applies to everyone; (d) according to the Centers for Disease Control and Prevention ("CDC"): (i) people with certain underlying medical conditions are or may be especially vulnerable, including, but not limited to, people with chronic kidney disease, chronic obstructive pulmonary disease, compromised immune systems (including as a result of organ transplant), obesity, serious heart conditions, sickle cell disease and type 2 diabetes and (ii) the risk of severe illness from the contraction of COVID-19 increases steadily with age; (e) contracting COVID-19 can result in further transmission of COVID-19 to one's spouse, family members and other contacts; (f) based upon the known and potential methods of transmission of COVID-19, including transmission via surface contact and by asymptomatic individuals, I may be exposed to COVID-19 while at the Facilities and/or providing the Services or while in close physical proximity to employees of the Bears ("Bears Employees") or contractors or other representatives of the Bears, the National Football League (the "NFL") or any other NFL member club (collectively, "Third Parties"); (g) no precautions, including the Health and Safety Protocols (as defined below), can eliminate the risk of exposure to COVID-19 or the risk of contracting COVID-19 or transmitting COVID-19 to others; (h) due to the nature of the Facilities and the activities conducted thereon, individuals may not always be able to comply with the Health and Safety Protocols; and (i) for these and other reasons, accessing the Facilities, providing the Services and/or being in close physical proximity with any Bears Employee or Third Party may involve inherent danger and risk, including danger and risk related to COVID-19, which danger and risk is significant, including the risk of physical illness, injury, death or being subject to quarantine or other restrictive requirements.

2. **Assumption of Risk.** By entering and remaining at the Facilities and/or providing the Services, I knowingly and voluntarily assume and (as between the Club and me) I accept full responsibility for, and risk of, any illness, death or other injury to me (and all related damages, liability and other losses of me and any Related Party) arising out of or relating in any way to exposure to, or transmission of, COVID-19 while at the Facilities, providing the Services and/or while in close physical proximity with any Bears Employee and/or Third Party, including, without limitation, all risks based on the sole, joint, active or passive negligence of any of the Released Parties (as defined below).

3. **Agreement to Participate in Risk Mitigation Processes.** To reduce the risk of exposure to, infection and transmission of COVID-19 at the Facilities, at all times during my provision of the Services, access to the Facilities or close proximity to Bears Employees and Third Parties, I agree to:

- (a) immediately notify the Contractor if, at any time on or after the date hereof, I have: (i) tested positive for, or been diagnosed with, COVID-19; (ii) exhibited symptoms of COVID-19, including, but not limited to, fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting or diarrhea within the 14-day period prior to my entry into the Facilities and/or provision of the Services; (iii) traveled to, or been exposed to a person returning from, an area subject to a CDC Level 3 Travel Health Notice within the 14-day period prior to my entry into the Facilities and/or provision of the Services, or international travel or travel outside of my local home geographic area by commercial aircraft or cruise ship/riverboat; (iv) been advised to self-quarantine by a healthcare provider or government entity due to an actual or suspected COVID-19 exposure or infection; (v) otherwise have reason to believe that I have COVID-19 or have been exposed to COVID-19 within the 6-week period prior to entry to the Facilities; or (vi) have a test pending for COVID-19 or have been exposed to a person with a COVID-19 test pending (each person described in clauses (i)-(vi) is referred to herein as a “High-Risk Person”);
- (b) authorize and permit Contractor to survey, screen test or otherwise determine by lawful means, on an ongoing basis, whether I am a High-Risk Person;
- (c) if I am determined to be a High-Risk Person, refrain from accessing any of the Facilities, handling any products or materials provided to the Facilities, providing the Services or coming in close physical proximity with any Bears Employee or Third Party;
- (d) authorize and permit the Bears to test or screen me for COVID-19 or symptoms of COVID-19 prior to accessing the Facilities, prior to providing Services or at any time while at the Facilities and/providing Services;
- (e) comply with, to the fullest extent possible, all requirements, recommendations, guidance, policies, procedures and protocols issued by the CDC, the Illinois Department of Health, the Lake County Department of Health (if applicable), the Chicago Park District (if applicable), the City of Chicago (if applicable), the Cook County Department of Health (if applicable), the U.S. Food and Drug Administration (if applicable) the NFL or the Bears (the “Health and Safety Protocols”) that are intended to mitigate potential exposure to and the spread of COVID-19. These requirements may include, but are not limited to, practicing social distancing and wearing a mask or face covering while at the Facilities and/or providing the Services;
- (f) comply with all applicable laws, regulations and ordinances when performing the Services and/or my obligations set forth in this Section 3.

4. **Waiver of Liability.** I, for myself and on behalf of my Related Parties, hereby knowingly and voluntarily release, covenant not to sue, waive, forever discharge, and hold harmless The Chicago Bears Football Club, Inc., the Chicago Park District, the City of Chicago, ASM Global, the State of Illinois, the NFL, each NFL member club, the respective subsidiaries and affiliates of each of the foregoing entities, all broadcasters and sponsors of the Bears and/or NFL, contractors of the Bears and/or NFL, and all of their respective direct and indirect, past, present and future officers, directors, members, managers, shareholders, affiliates, subsidiaries, partners, owners, agents, representatives, attorneys, employees, licensees, contractors, successors and assigns (each a “Released Party” and, together, the “Released Parties”) of and from any and all claims, demands, causes of action, damages, suits, liabilities, costs or expenses of every kind (“Claims”), regardless of the existence or degree of fault or negligence, action or inaction of a Released Party or any other person or entity, whether foreseeable or unforeseeable, arising out of or relating to any exposure to or transmission of COVID-19 at the Facilities, in connection with my provision of the Services, due to my close physical proximity with a Bears Employee or Third Party or arising out of or related to any of the risks identified above in Section 1, including, but not limited to, claims based on injury to, death of, hospitalization of, loss of income by, loss of consortium by, physical or emotional injuries and/or damages or property damage to any person. The Bears do not assume any responsibility or obligation to provide financial or other assistance to me for any reason in the event that I am exposed to COVID-19 at the Facilities, while providing the Services or while in close physical proximity with a Bears Employee or Third Party, including, but not limited to, financial or other assistance related to costs associated with any related illness or injury.

5. **Term.** This COVID-19 Facility Access Agreement, Assumption of Risk and Waiver of Liability (this “Agreement”) is perpetual in nature and applies to all access to the Facilities and/or provision of the Services, and all Claims arising therefrom, from the date of its execution.

6. **Governing Law; Severability.** This Agreement shall be governed by the laws of the State of Illinois without regard to principles of conflict of laws. If any provision or clause of this Agreement is found to be invalid, void or unenforceable under any applicable law, such provision or clause shall be deemed modified to conform to applicable law, or if this would cause an illogical or unreasonable result, such provision or clause thereof shall be stricken from this Agreement without affecting the binding force or effect of any other provision or cause such that the remainder shall remain in full force and effect.

I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY, FULLY UNDERSTAND ALL OF ITS PROVISIONS, AND HEREBY KNOWINGLY AND VOLUNTARILY AGREE TO ITS TERMS.

Individual Print Name: _____

Individual Signature: _____

Date: _____

NAME OF CONTRACTOR: **LAKE COUNTY FOREST PRESERVE DISTRICT**

EXHIBIT C

INSURANCE REQUIREMENTS

- A. Worker's Compensation and Employer's Liability with limits not less than:
- | | | |
|-----|------------------------|-------------|
| (1) | Worker's Compensation: | Statutory |
| (2) | Employer's Liability: | \$3,000,000 |
- Such insurance shall evidence that coverage applies in the State of Illinois.
- B. Automobile Liability for any auto with limits not less than:
- | | | |
|-----|---|-------------|
| (1) | Bodily Injury and Property Damage Combined: | \$3,000,000 |
|-----|---|-------------|
- C. General Liability including commercial general liability with coverage written on an "occurrence" basis and liquor liability with limits no less than:
- | | | |
|-----|---|-------------|
| (1) | Bodily Injury and Property Damage Combined: | \$1,000,000 |
| (2) | Personal Injury: | \$1,000,000 |
- D. Club as Additional Insured. The Chicago Bears Football Club, Inc. ("Club") is additionally insured for LCFPD's access to Club property to perform Restoration Work at Middlefork Savanna Forest Preserve and on Club property. Coverage is for general liability with respect to the operations of the LCFPD. Additional insured coverage shall not apply to any liability resulting from the certificate holder's own negligence or the negligence of its servants, agents, or employees.
- E. Use of Contractors/Sub-Contractors. LCFPD and any subcontractor hired by or performing work on LCFPD's behalf shall meet the specified insurance requirements contained within this letter agreement including naming the Club as Additional Insured prior to the start of Restoration Work.
- H. Evidence of Insurance. LCFPD shall furnish the Club with a certificate(s) of insurance showing compliance with the insurance requirements set forth above. Failure of Club to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Clubs to identify a deficiency from evidence that is provided shall not be construed as a waiver of LCFPD's obligation to maintain such insurance. Club shall have the right, but not the obligation, of prohibiting LCFPD from entering the Work Site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Club. Failure to maintain the required insurance may result in termination of this letter agreement at Club's option.