



Aerial Lift Bridge Rides Policy

Approved: *John Schuch*

Effective Date: February 1, 2023
Supersedes: Aerial Lift Bridge Policy dated April 13, 2007

OVERVIEW

Policy Statement	The Lift Bridge (“Bridge”) is not open to general public vehicular or pedestrian use during Bridge operation. Vehicles are never authorized on the Bridge during operations except for emergencies. The purpose of this policy is to establish clear guidelines as to persons and vehicles authorized to be present on the Bridge during operation (i.e. lifting and lowering) by special permit pursuant to Duluth City Code Section 26.53. This policy recognizes that the Bridge is industrial machinery not designed or maintained for general public vehicular or pedestrian use during operation. The purpose of this policy is to limit Bridge use to those persons whose presence is necessary for Bridge operation, or those whose presence the Chief Administrative Office (CAO) determines serves an important public purpose.
Related Forms	<ul style="list-style-type: none">Exhibit A - WAIVER OF LIABILITY, INDEMNIFICATION, AND RELEASEFORM

RESPONSIBILITIES AND EXPECTATIONS

I. VEHICLES PROHIBITED

- a) Vehicles are never authorized on the Bridge during operations except for emergencies.

II. PERMITTED VISITORS

- a. **The following persons may be granted permission to be present on the Bridge during its operation:**
 - News media involved in producing stories involving the governmental functions of the City of Duluth.
 - Visiting state, national, foreign dignitaries or elected officials.
 - Other governmental officials whose purpose involves the performance of their official functions and those persons whose presence is necessary to facilitate the visit.
 - Technical and engineering personnel inspecting or evaluating Bridge mechanical and structural conditions.
 - Contractors making repairs to the Bridge whose access and presence is necessary to perform contracted services or repairs.
 - Utility personnel performing maintenance or repairs of the Bridge or other utility facilities.
 - Groups or individuals who have undertaken efforts of civic betterment or community interest, or whose presence is a reward for public service, or helps advertising or promotes the City and its economy, but only if operation of the Bridge is not impaired.

III. PROHIBITED VISITORS

- a. **The following individuals are prohibited from being present on the Bridge during its operation:**
- Persons under the age of 10 years.
 - Persons under the influence of alcohol and/or illegal drugs.
 - Persons under the influence of prescription drugs if they appear to be in an impaired condition.
 - Persons who are unable to independently negotiate the stairs to the pilot house or other Bridge structures with or without reasonable accommodation.
 - Persons who have not been granted permission to visit the Bridge during operation.

IV. PROCEDURES

- a. The Chief Administrative Officer (CAO) or designee must approve all non-maintenance related Bridge visits. The CAO may use a token, form or pass to signify approval.
- b. All maintenance related visits shall be approved by the Director of Public Works and Utilities.
- c. All visits must be confirmed with the Bridge Supervisor prior to the visit. This confirmation allows the Bridge Supervisor to update visitors on Bridge conditions.
- d. All Bridge visits shall be coordinated with marine traffic.
- e. Except for City employees present for maintenance work, each visitor must sign the “**WAIVER OF LIABILITY, INDEMNIFICATION, AND RELEASE FORM**”, a copy of which is attached as Exhibit A and made part of this Policy. No visitor will be allowed on the Bridge during operation unless their signed Release of Liability, Waiver, and Agreement to Hold Harmless and Indemnify Form is in the possession of the City CAO or Director of Public Works and Utilities, or their designees, prior to their visit.
- f. Visitors must be escorted by at least one (1) City employee who is not conducting Bridge operations.
- g. Visitors must follow all directions of Bridge personnel.
- h. Bridge personnel are in charge of the Bridge at all times and have the ultimate and final authority to cancel any visit that has been authorized and are further authorized to cancel visits without notice.
- i. Visitors shall not possess or use alcoholic beverages or illegal drugs of any kind.
- j. No Bridge visit is guaranteed. Visits can be cancelled at anytime with or without cause.

WAIVER OF LIABILITY, INDEMNIFICATION, AND RELEASE FORM

READ CAREFULLY BEFORE SIGNING

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

I am under no legal disability which prevents me from understanding this WAIVER OF LIABILITY, INDEMNIFICATION, AND RELEASE FORM (“Release”). I further understand that I am executing this Release voluntarily.

I recognize that presence at and involvement with riding the Duluth Aerial Lift Bridge (“Bridge”) has a certain degree of risk, and I knowingly and voluntarily assume the risk, whether expected or unexpected, of any injuries regardless of severity, including death, and all risk of damage to or loss of property which I may incur due to any act of negligence or accidental occurrences while I am participating in riding the Bridge. I am not required to participate in this event/activity. My participation is wholly voluntary. I am aware of the dangers and risks to my person and property involved in participating in this event/activity.

I understand that the Bridge is not designed to accommodate pedestrian or vehicular traffic while in operation and is not maintained to accommodate pedestrians or vehicles during operation. I understand that my presence upon the 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 Bridge and all activities related to such ride regardless of the inherently dangerous nature of the activity and assume all risks associated with this inherently dangerous activity.

I understand and agree that my presence upon the Bridge during its operation is not required and does not constitute a public service or an essential service. I understand and agree that the City of Duluth (“City”) is under no duty to allow me to be present upon the Bridge during its operations. I understand and agree that my participation in riding the Bridge and related activities is recreational in nature. I agree to follow all directives given to me during my ride upon the Bridge and all related activities. I further understand that the City of Duluth, its employees, agents and assigns, have the right to end this activity at any time and in their sole discretion and remove me from the Bridge.

I understand and agree that 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, individually, and on behalf of my heirs, successors, assigns and personal representatives, **hereby release and forever discharge** the City of Duluth, and its employees, agents, officers, and representatives (in their official and individual capacities) (“Releasees”) from **any and all liability whatsoever for any and all damages, losses or injuries (including death)** I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorney’s fees, which arise out of,

WAIVER OF LIABILITY, INDEMNIFICATION, AND RELEASE FORM

result from, occur during, or are connected in any manner with my participation in riding the Bridge, whether caused by the negligence of the Releasees or otherwise. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the City of Duluth, and its employees, agents, officers, and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorneys' fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorneys' fees, which arise out of , occur during or are in any way connected with my participation in riding the Bridge.

I agree that this Release is to be construed under the laws of the State of Minnesota, and that if any portion thereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. I agree that this Release is to be construed broadly to provide a release, indemnification, and waiver to the maximum extent permissible under applicable law. In signing this document, I hereby acknowledge that I have read this entire document, that I understand its terms, that I am at least eighteen (18) years of age, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

NAME OF ADULT OR MINOR* (Printed) _____

* Individuals under 18 years of age must have release co-signed by their parent or legal guardian.

SIGNED: _____

DATE: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

NAME OF MINOR'S PARENT OR GUARDIAN(Printed) _____

SIGNATURE OF MINOR'S PARENT OR GUARDIAN: _____

DATE: _____

ADDRESS: (if different than above) _____

PHONE: _____

EMAIL: _____