



COLONEL TOWN RECREATION

FACILITY USE AGREEMENT



Name: _____ Home Phone #: (_____) _____ - _____

Mailing Address: _____

City/State/ZIP: _____

Email: _____ Cell Phone #: (_____) _____ - _____

Date(s) of Event: _____ Arrival Time: _____ Departure Time: _____

Description of Event: _____

Please check all that apply:

<input type="checkbox"/>	Gym Rental	25/hr
<input type="checkbox"/>	Dining Room/Parlor Rental	\$20/hr
<input type="checkbox"/>	Kitchen Rental	\$15/hr
<input type="checkbox"/>	Safe Haven Rental	\$25/hr
<input type="checkbox"/>	Garbage Removal Fee (if garbage is not taken out to the dumpster)	\$10
<input type="checkbox"/>	Maintenance Person needed for set up/clean up (not available on Sundays)	\$20/hr

Facility Use Rules & Regulations:

- One half hour is allowed for setup/cleanup, anything beyond an hour will be assessed.
- The user group is responsible for set up and clean up (i.e. tables and chairs). If a maintenance person is needed to assist in this process, the fee is \$15/hour. This service will not be available on Sundays.
- The user group must clean up after themselves, which includes taking the garbage to the dumpster located behind the Community House. If the garbage is not removed, there will be a \$10 garbage removal fee.
- Bouncy Houses needed additional mats placed underneath them to protect the gym floor.
- The user group assumes all responsibility for any goods, materials, and equipment it places at Colonel Town before, during, or after its event.
- Colonel Town Recreation will inspect for damages after each event has concluded. Damage to the facility and property shall be paid for in full by the person or group signing this Agreement.
- Colonel Town Recreation is a Drug Free Zone. Therefore, no alcohol, smoking, or other tobacco-related products are allowed.
- If a Colonel Town Recreation employee will not be available during this rental, Colonel Town will contact the user group to set up a time to conduct a walk-through prior to the rental.
- If the user group is renting the facility for a public event, program, or activity, the user group must present proof of insurance. The insurance must be a \$1,000,000 comprehensive general liability insurance policy naming Colonel Town Recreation as an additional insured.
- Dogs are not permitted.

COLONEL TOWN RECREATION

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to use the Colonel Town Recreation facilities, I hereby release, waive, discharge and covenant not to sue Colonel Town Recreation, the Town of Lancaster, its officers, agents, employees, and volunteers (hereinafter referred to as "releases") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belong to me, whether caused by the negligence of the releases, or otherwise, while renting the facility, or while in, on or upon the premises where the rental is being conducted, while in transit to or from the premises, or in any place or places connected with the rental of the facility.
2. I am fully aware of risks and hazards connected with being on the premises and participating in the rental of the facility, and I am fully aware that there may be risks and hazards unknown to me connected with being on the premises and participating in the rental of the facility, and I hereby elect to voluntarily rent the facility, to enter upon the above named premises and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my being a renter of a Colonel Town Recreation facility, whether caused by the negligence of releases or otherwise.
3. I further hereby agree to indemnify and save and hold harmless the releases and each of them, from any loss, liability, damage or costs they may incur due to my rental of the facility, whether caused by the negligence of any or all of the releases, or otherwise.
4. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releases.

In signing this release, I acknowledge and represent that:

- A. I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed;
- B. I am at least eighteen (18) years of age and fully competent; and
- C. I execute this Release for full, adequate and complete consideration fully intending to be bound by same.
- D. I agree to abide by the Facility Use Rules & Regulations.
- E. I agree to be held financially responsible for any damage to the facility or equipment which occurs through the use of this facility.

Signature: _____

Date: _____

Name Printed: _____