



SHASTA FAMILY YMCA FACILITY USE REQUEST

CONTACT INFORMATION:

Name / Organization (User) _____ Date _____
Address _____ City _____ Zip _____
Contact Person _____ Title _____
Phone _____ Fax _____ Email _____

EVENT INFORMATION:

Single Use Date: _____ M T W TH F SA SU
 Extended Use Dates: _____ to _____ M T W TH F SA SU
Time: _____ am/pm to _____ am/pm
Description of activity: _____

Area Requested:

- Indoor Pool Outdoor Pool Playground Area Café Conference Room
- Studio 1 Studio 2 Studio 4 Indoor Court Outdoor Court
- Other _____

Number Attending: Children (under 18 years) _____
Adults (18+ years) _____ adults participating adults chaperoning only

Will food be served? Yes No Caterer: _____
Will admission be charged? Yes No If yes, explain: _____

FACILITY USE DEPOSIT & RATES:

Facility Use: \$50/hour Conference Room Use: \$50/hour Facility Use Deposit: \$250
Extra Lifeguard: \$25/hour Pool Party: \$75/hour (includes facility use, lifeguard and extra guest charge)
Custodial Staff: \$25/hour

\$250 Facility Use Deposit
 Deposit waived _____ (initials)
 Deposit received \$ _____ Date _____ Initials _____
After Event
Deposit refunded \$ _____ Date _____ Initials _____
Comments: _____
Total Facility Use Cost: \$ _____
Amount received: \$ _____

OFFICE USE ONLY:

Route for Approval: Patrice/Conference Room Heather/Aquatics-Pools David Williams
 Ashley/Main facility/Studios Eythana /Child Care space

Approval: Yes No Date _____ Signature _____

Route for Review: Risk Management _____ (initials)
 CEO (only for closure of facility space, large/special groups) _____ (initials)

COI Requirement: No Yes: General Liability Workers Compensation
 COI received and attached _____ (initials) Date _____
 COI not required _____ (initials) Comments _____

Release and Waiver of Liability and Indemnity Agreement

IN CONSIDERATION of being permitted to utilize the YMCA facilities, the user, for itself and all its employees, agents, representatives, and assignees, agrees and represents that it has or will inspect and carefully evaluate such premises. It is further warranted that use of the facilities constitutes an acknowledgment that such premises and all facilities and equipment thereon have been inspected and carefully evaluated and that the user finds and accepts same as being safe and reasonably suited for the purpose of use or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE Y FOR ANY PURPOSE CONSISTENT WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO EVALUATION OR USE OF FACILITIES OR EQUIPMENT, THE USER HEREBY AGREES TO THE FOLLOWING:

1. THE USER HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the user, its employees, participants, attendees, agents, personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to person or property or resulting in death of the user, whether caused by the negligence of the releasees or otherwise while the user or its employees, clients, agents, or representatives are in, upon, or about the premises including use of any facilities or equipment therein.
2. THE USER HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur arising from the user's operations at the YMCA premises, including but not limited to use of YMCA's equipment or facilities, regardless of whether such harm is caused by the sole or partial fault of the releasees.
3. THE USER HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY LOSS OR DAMAGE that may be incurred arising from the user's operations at the YMCA premises, including but not limited to use of YMCA's equipment or facilities, regardless of whether such harm is due to the sole or partial fault of the releasees, THE USER further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IT IS FURTHER MUTUALLY AGREED between the parties that:

- a) The user shall not violate any city, county, or state law in or about the said premises.
- b) The user shall not assign this agreement without written consent of the YMCA.
- c) The user may be required to provide certificates of insurance (COI) for general liability, workers' compensation insurance, or automobile liability insurance, as appropriate, with limits of \$1,000,000. In some cases the Y must be named as additional insured.
_____ Yes, I/we can provide necessary COI _____ No, I/we cannot provide this
- d) This agreement may be terminated at any time by either party by giving the other written notice.
- e) This agreement is the product of joint negotiation and drafting. No provision herein will be construed against either party on the basis that that party drafted the language in question.
- f) Insert as many other mutually agreed conditions or stipulations as are necessary

THE USER HAS READ AND VOLUNTARILY SIGNS THE FACILITY USE REQUEST AND THE INCORPORATED RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made.

Date Requester / User Signature Printed Name

Date Shasta Family YMCA Representative Signature Printed Name

TERMS & CONDITIONS:

Deposit is due at time of reservation. Total facility charges must be received by the Y within 72 hours of the event or event may be cancelled by the Y. User will be responsible for set-up and clean-up. User must provide any supplies and/or equipment needed. User will be responsible for any property damages or thefts resulting from the activity and/or participants and User agrees to forfeit all or part of the deposit if deemed necessary by the Shasta Family YMCA to repair damages. Any amount above the deposit will be invoiced. If other organizations/businesses will be making deliveries, please notify Y staff so arrangements can be made.

Certificate of Insurance will be required for organizations and groups at \$1,000,000 limits for general liability, and for workers compensation insurance when applicable. In some cases naming YMCA as additional insured may be required.

User understands that the use of facilities in no way connects the Y as host or sponsor of the event unless otherwise agreed. Reference to should be limited to identifying the event as being "at" the Y. The Y name shall not be used to suggest co-sponsorship or endorsement of the event unless agreed upon. The filming or photography of activities or facilities for external use purposes requires prior approval.