



## Use of Facilities Agreement Incorporating a Release, Waiver of Liability, and Indemnity Agreement

This *Use of Facilities Agreement* is between the **River Road Swim Club, Inc.** and **(Organization/Renter)**, hereinafter respectively called the **RRSC** and **the user**. The agreement provides for the use of the pools and grounds on **Dates/Times**, at \$10.00 per child, per day.

IN CONSIDERATION of being permitted to utilize the pools and grounds of the **RRSC** for swimming and recreation, and FOR PAYMENT of the above cited use fees, 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 for swimming and recreation constitutes an acknowledgement 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, use or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE **RRSC** 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 **RRSC**, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the user, its employees, agents, personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor 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 **RRSC** premises, including but not limited to use of **RRSC '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 DAMAGE that may be incurred arising from the user's operations at the **RRSC** premises, including but not limited to use of **RRSC '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 Delaware 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 **RRSC**.
- (c) The user shall provide certificates of workers' compensation insurance and of general liability and automobile liability insurance with limits of \$1,000,000 that are updated annually and provide notice of cancellation.
- (d) The user shall name the **RRSC** as an additional insured on its general liability policy with annual verification and notice of cancellation
- (e) The user shall abide by all pool rules as clearly displayed on signs on the clubhouse building or as directed by facility lifeguards and staff.
- (f) This agreement may be terminated at any time by either party by giving the other party thirty (30) days prior written notice.
- (g) 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.

THE USER HAS READ AND VOLUNTARILY SIGNS THE USE OF PREMISES AGREEMENT 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.

**Please attach a current copy of your Certificate of Liability Insurance to this contract.**

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Organization/ Renter Representative Signer's Title and Date

\_Glen King\_\_\_\_\_ President June 1, 2024\_\_\_\_\_ RRSC

Representative RRSC Title and Date