



Pittsylvania County™ *Parks & Recreation*

Use of Facilities Agreement

Pittsylvania County Community Center and _____,
hereinafter respectively called the Center and the User.

This agreement provides for use of the _____
on _____ from _____ to _____, at a cost of \$_____ with
Set-up/Take-down/clean-up fees of \$_____ for a total rental cost of \$_____.

Release, Waiver of Liability & Indemnity

In consideration of being permitted to utilize these areas of the Center for the above-mentioned purpose, and for payment of the above cited use fees, the User, for itself and all its employee's, 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 any purpose 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 Center 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 Center, its directors, officers, employees, and agents (hereinafter referred to as "releases") 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 therefore on account of injury to person or property or resulting in death of the User, whether caused by negligence of the releases 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 shall agree to hold Pittsylvania County harmless from any damage or claims arising from the action of the permit holder, his/her employee(s) or patrons while the facility is in use. Also, the permit holder must agree to indemnify Pittsylvania County from and against any and all claims, loss, injury, causes of action and any consequential and incidental damages incurred during the use of the facility, including reasonable attorney fees and costs.

3. The User hereby agrees to indemnify, defend, save, and hold harmless the releases from any loss, liability, damage, or cost they may incur arising from the User's operations at the Center premises, including but not limited to use of the Center's equipment or facilities, regardless of whether such harm is caused by a sole or partial fault of the releases.
4. 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 Center premises, including but not limited to use of the Center's equipment or facilities, regardless of whether such harm is due to the sole or partial fault of the releases.

The User further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Virginia 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:

- The User shall not violate any city, county, state or federal law in or about the said premises.
- The User shall not assign this agreement without written consent of the Center.
- When deemed necessary by the Center, the User shall provide certificates compensation insurance and of general liability and liquor liability insurance with limits of \$1,000,000 that are updated annually and provide notice of cancellation.
- When deemed necessary by the Center, the User shall name Pittsylvania County as an additional insured on its general liability policy with annual verification and notice of cancellation.
- This agreement may be terminated at any time by either party by giving the other party thirty (30) days prior written notice.
- This agreement is the product of joint negotiation and drafting. No provision herein will be construed against either party on the basis that either party drafted the language in question.

The User has read and voluntarily signs this Use of Facilities Agreement and the incorporated release and waiver of liability and indemnity and further agrees that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made.

User Signature: _____

Date: _____

Center Staff: _____

Date: _____