



Camp Jewell YMCA

A branch of the YMCA of Greater Hartford

Group Use of Facilities Agreement Release and Waiver of Liability and Indemnity Agreement

This Use of Facilities Agreement is between the Camp Jewell Branch of the YMCA of Greater Hartford and _____ of _____, (hereinafter respectively called the “YMCA” and the “User”). This Agreement provides for the use of YMCA facilities and/or equipment as set forth in the attached Use of Facility Request Form (hereinafter collectively called the “Facilities”).

IN CONSIDERATION of being permitted to utilize the Facilities and FOR PAYMENT of the use charges set forth in said Use of Facility Request Form, the User, for itself and all its directors, officers, program participants, employees, agents and assignees, agrees and represents that it has or will inspect and carefully evaluate such Facilities. It is further agreed and represented that use of the Facilities constitutes an acknowledgement that such Facilities have been inspected and carefully evaluated and that same are found and accepted as being safe and reasonably suited for the intended use.

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

1. THE USER for itself and all its directors, officers, program participants, employees, agents and assignees, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its branches, directors, trustees, managers, officers, employees, volunteer staff and agents (hereinafter referred to as the “Releasees”) with respect to any and all liability to the User, its directors, officers, program participants, employees, agents, personal representatives, heirs, next of kin and assigns for any loss or damage, and any claim or demands therefore, on account of injury to person or property, including such that results in death, whether caused by the negligence of the Releasees or otherwise, while the User or its directors, officers, program participants, employees, agents or assigns are in, upon, or about the Facilities.
2. THE USER HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS the Releasees and each of them from all losses, liabilities, damages, or costs they may incur arising from use of the Facilities, regardless of whether such losses, liabilities, damages or costs were caused by the sole or partial fault of any of the Releasees.
3. THE USER for itself and all its directors, officers, program participants, employees, agents and assignees HEREBY ASSUMES FULL RESPONSIBILITY FOR ALL RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE that may be incurred arising from the use of the Facilities, regardless of whether such bodily

injury, death or property damage is due to the sole or partial fault of any of the Releasees.

THE USER for itself and all its directors, officers, program participants, employees, agents and assignees further expressly agrees that the foregoing RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Connecticut and that if any portion thereof is held invalid, agrees 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 or state ordinance or law or any rule or regulation of the YMCA in or about the Facilities.

- (a) The User shall not assign this Agreement without written consent of the YMCA.
- (b) The User shall provide certificates of workers' compensation insurance and of general liability and automobile liability insurance. The general liability and automobile liability insurance shall each have limits of \$1,000,000.
- (c) The User shall name the YMCA as an additional insured on its general liability policy and provide for notice to the YMCA of cancellation.
- (d) The User shall provide adequate supervision of all activities contemplated by this Agreement and agrees that the YMCA shall have no responsibility for supervision, except for lifeguards if use is of a pool facility. The ratio of supervising adults to children under the age of 18 shall be one to ten.
- (e) No provision herein will be construed against either party on the grounds that that party drafted the language in question.
- (f) (Insert any other terms necessary for the specific Agreement)

THE USER HAS READ AND VOLUNTARILY SIGNS THIS USE OF FACILITIES AGREEMENT AND THE INCORPORATED RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducements inconsistent with the foregoing written Agreement shall have any effect whatsoever.

Name of User Group: _____ Dated: _____

Group Authorized Official: _____

Branch Authorized Official: _____

Branch: *Camp Jewell YMCA*