



**4200 KELLER HASLET RD
KELLER, TX 76244
817-431-1544**

GYMNASIUM AND FACILITIES RENTAL AGREEMENT

The gymnasium located in the Children's Enrichment Center (CEC) on the campus of Christ's Haven for Children is available for use by an individual or group that might wish to host a function that would be appropriate to conduct in this type of facility

The following requirements must be understood and agreed upon before the gym can be reserved and used:

1. Inquiries must be made as far in advance as possible. You must contact the office Monday through Thursday, 7:30 am - 4:00 pm, or Friday from 7:30 am - 1 pm. Reserving any of our facilities will be made by completing and returning the signed Hold Harmless Agreement (attached) form to the office. We will schedule on a first come-first served basis only.
2. The fee for rental of the gym is \$50.00 per hour (Unless otherwise amount agreed upon). You are responsible for any damages and costs for cleaning and repair, if needed. We prefer that you clean the facility and leave it in good condition.
3. Please be aware that you will be responsible for any carpet stains or other damage that might occur during the function. Furniture or other items used or moved should be returned to their original storage after the function.
4. The responsible party will need to make sure that the gym is left as clean as it was found. Any damage to the carpet will be the responsibility of the reserving party.
5. **NO ALCOHOLIC BEVERAGES OR SMOKING (Including Vapor)** will be permitted on the premises of Christ's Haven for Children.
6. After use, all trash must be disposed of in the dumpster located next to the shop (towards the barn).
7. Please check bathrooms and leave in clean condition. Report any plumbing or maintenance needs to Brandon Zimmer (817-564-6995) or the office (817-431-1544 ext.1018)
8. Please turn off lights and close all doors. Doors will lock automatically as per arrangements made.



Christ's Haven for Children, Inc., will not be held responsible for personal or property damage by loss or theft or injury.

In consideration of being allowed to use the property, the Property User and its officers and agents enter into the following agreement.

The Property User shall indemnify, hold free and harmless, assume liability for, and defend the children's home, its agents, servants, employees and officers, from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and discovery cost, court costs, and all other sums which Christ's Haven, its agents, servants, employees and officers may pay or become obligated to pay on account of any, all and every demand for claim or assertion of liability, or any claim or action thereon, arising or alleged to have arisen out of the Property User's use of real or personal property belonging to Christ's Haven, and from any claims or action arising by reason of any action or omission by Christ's Haven, its members, agents, servants, employees or officers.



ADULT - WAIVER AND RELEASE OF LIABILITY

This Waiver and Release of Liability Agreement (Waiver) is entered into by an adult Participant identified below in favor of Christ's Haven for Children, Inc. (CHC). Collectively and severally, adult Participant and his/her heirs, successors, and assigns are hereinafter referred to as the Participant. In consideration of CHC permitting Participant to participate in the Activities, Participant agrees as follows:

Participant understands that the activities and functions in which I participate (Activities), including but not limited to any volunteer activities, community events and/or engaging in organizational functions and activities for nonprofit engagements or functions and fundraisers or other related activities on or off the premises, may be considered (but do not have to be) of a volunteer nature, or for the benefit of a 501 c-3, and/or dangerous and may cause grievous injuries, including bodily injury, damage to personal or real property, and/or death. I, on behalf of myself, my heirs, my assigns and next of kin, HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge (CHC) and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in the Activities conducted by, on the premises of, or for the benefit of CHC provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property against CHC associated with the Activities.

Any dispute or claim arising out of or relating to this Waiver or breach thereof, the Activities, property damage (real or personal), personal injury (including death), or the scope, arbitrability, or validity of this arbitration agreement (Dispute) shall be brought by the parties in their individual capacity and not as a plaintiff or class member in any purported class or representative capacity, and settled by binding arbitration before a single arbitrator administered by the American Arbitration Association (AAA) per its Commercial Industry Arbitration Rules in effect at the time the demand for arbitration is filed. If the parties cannot agree upon an arbitrator, then either party may petition an appropriate court to appoint an arbitrator. Arbitration and the enforcement of any award rendered in the arbitration proceedings shall be subject to and governed by 9 U.S.C. § 1 et seq.

Participant irrevocably grants CHC the right to use all or a portion of an image or video of Participant and their name and likeness in all forms and media including composite or modified representations for all purposes, including advertising and fundraising throughout the world and in perpetuity. **PARTICIPANT WAIVES THE RIGHT TO INSPECT OR APPROVE VERSIONS OF IMAGES OR VIDEOS USED FOR PUBLICATION OR THE WRITTEN COPY THAT MAY BE USED IN CONNECTION WITH THE IMAGES/VIDEOS. PARTICIPANT RELEASES CHC FROM ANY CLAIMS THAT MAY ARISE REGARDING THE USE OF PARTICIPANT'S STATEMENTS, VIDEOS, OR IMAGES INCLUDING ANY CLAIMS OF DEFAMATION, INVASION OF PRIVACY, RIGHTS OF PUBLICITY, OR COPYRIGHT.**

Participant represents to CHC that this Waiver is a complete and final release and indemnity agreement, that Participant is voluntarily entering into this Waiver, and no representations, promises, or statements made by CHC has influenced Participant in signing this Waiver. Participant agrees that this Waiver may only be modified in writing, and that Participant is not relying on any statements or representations of the Protected Parties that are not expressly contained herein.

This WAIVER AND RELEASE contains a binding agreement between both parties and supersedes any prior written or verbal agreements between said parties.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY AND UNDERSTAND THAT I VOLUNTEER OF MY OWN FREE WILL.