

SCENIC RIVERS YMCA – CAMP COFFMAN
Use of Facilities Agreement – FULL CAMP RENTAL
Release, Waiver of Liability, and Indemnity Agreement

This use of facilities agreement is between the SCENIC RIVERS YMCA – Camp Coffman and _____, hereinafter respectively called the YMCA and the user. The agreement provides for use of Camp Coffman facilities and outdoor spaces according to the attached schedule for the purpose of _____ beginning _____ and ending _____ at the rate of _____

IN CONSIDERATION of being permitted to utilize Camp Coffman for the purpose of _____, 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 therapy sessions 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 YMCA 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, 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 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 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

Pennsylvania 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 shall name the YMCA as an additional insured on its general liability policy with annual verification and notice of cancellation
- (d) A deposit of 20% is due at the time of booking. This is considered a down payment for the total cost of the event and is not refundable
- (e) Full payment is due 90 days prior to the event and is not refundable in the event of a cancellation.
- (f) A security deposit is not required, however, you are financially responsible for damages caused by you and your guests.
- (g) Tobacco and pets are not permitted inside cabins or in any other inside area.
- (h) Additional fees will be assessed for guests exceeding sleeping limits of the cabins or tipis.
- (i) Alcohol is only permitted on the grounds during full camp rentals.
- (j) This agreement may be terminated at any time by either party by giving the other party ninety (90) days prior written notice. Deposit will not be refunded.
- (k) 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.

Thomas K. Spence, CEO
Scenic Rivers YMCA

Date _____

Signature of User

Date _____

Printed Name