



## RENTAL RELEASE AND RELEASE OF LIABILITY

READ CAREFULLY BEFORE SIGNING

I hereby acknowledge that I am voluntarily using the following facility which is owned by the City of Avon.

**Meeting Room or Picnic Shelter ("Facility") - With Kitchen or Without Kitchen**

Name and/or Organization: \_\_\_\_\_

Address: \_\_\_\_\_ Phone number: \_\_\_\_\_

Date rented: \_\_\_\_\_ Time: \_\_\_\_\_ Key number: \_\_\_\_\_

Rental cost: \_\_\_\_\_ Paid: \_\_\_\_\_

**Deposit of \$50 – returned upon inspection of Facility and return of key.** Paid: \_\_\_\_\_

NOTE: Deposit is forfeited upon cancellation by renter.

Renter has option of using deposit on another date within same calendar year or renting another public facility.

- 1) I am aware that use of this facility carries a risk of personal injury. I expressly and voluntarily assume all risk of serious injury and death that may result from my use of the facility.
- 2) In exchange for being permitted by the City of Avon to use its Facility, I hereby RELEASE AND DISCHARGE the City of Avon, its officials, directors, agents, employees, and legal representatives ("the Released Parties"), from liability for injuries and damages arising out of my use of the Facility, including any losses CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY of the Released parties. I do not release the City of Avon from liability for willful or intentional acts or punitive damages.
- 3) I also agree that I WILL NOT SUE OR MAKE A CLAIM AGAINST THE RELEASED PARTIES for injuries or damages sustained as a result of my use of the Facility, and I will indemnify and hold harmless the Released Parties from all claims, judgements, and costs, including attorney's fees, incurred in connection with any action that may be brought as a result of such use. This Release shall also prevent my spouse, heirs, and assigns from pursuing any legal action or claim.
- 4) I agree to leave the Facility in the condition in which I found it. I acknowledge that should said Facility not be left in the condition in which it was found, I forfeit the deposit, and am responsible for any other expenses that may be incurred.
- 5) I understand that the parking lot between the shelter and the Fire Hall is NOT available for parking at any time.

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I SIGN IT OF MY OWN FREE WILL.**

Date: \_\_\_\_\_

(Signature of Participant)