



## KISHWAUKEE FAMILY YMCA BIRTHDAY PARTY RENTAL AGREEMENT WAIVER

IN CONSIDERATION of being permitted to utilize the YMCA for the purpose of a birthday party, and FOR PAYMENT of the 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 premises, facilities, and equipment thereon have been inspected and carefully evaluated and that the user finds and accepts same as being safe and responsibly suited for the purpose of 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 (herein referred as the "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 therefore 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 the 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 the 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 the YMCA's equipment or facilities, regardless of whether such harm is due to the sole or partial fault of the releasees.
4. THE USER HEREBY UNDERSTANDS that there will be a minimum of \$25.00 administration fee for all canceled parties. The price in full will be kept if you cancel within 14 days if we are unable to book another party in your place.

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 law of the State of Illinois and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

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.

Print Parent or Guardian Name: \_\_\_\_\_

\_\_\_\_\_  
Parent or Guardian (Signature)

\_\_\_\_\_  
Date Signed