

Agreement

Facility and Equipment Use

NON-YMCA GROUPS UTILIZING THE YMCA OF SOUTHERN NEVADA FACILITIES UNDERSTAND AND AGREE TO THE CONDITIONS UNDER WHICH USE OF THE FACILITY IS GRANTED, AS FOLLOWS:

All users: (Includes recreational use, room rental and equipment use)

A. PURPOSE

The purpose of the YMCA's facility is to provide a "tool" to facilitate the work of other community agencies with kindred goals and objectives to the YMCA, and when their programs do not conflict with the YMCA philosophy.

B. STANDARDS OF CONDUCT

Outside groups are expected to abide by the rules and regulations set forth by the YMCA. Any conduct which is detrimental to the purpose of the YMCA such as gambling, use of alcoholic beverages, use of profane language or fighting, is prohibited.

C. SUPERVISION

Usage during normal YMCA business hours:

- Each group shall be responsible for the conduct of their groups with a competent leader 21 years or older in charge.
- Youth groups must have a minimum ratio 1:8 leaders to participants.
- Adult groups must be adequately supervised depending on group.
- Male youth groups require a male supervisor; female groups require a female supervisor.
- Co-ed groups are required to have both a male and a female supervisor to accommodate the group in the locker room areas.
- Group leaders must remain with the group at all times and must participate in all activities.
- Although lifeguards are on duty in the pool, it is the responsibility of the group leader to manage his/her group.
- YMCA staff assumes overall supervision of the facility and all outside groups in the event that the group leaders fail to adequately supervise.
- Groups will be billed for additional YMCA staff requires in event of inadequate supervision at the "After hours" staff rate.

Usage during hours YMCA is normally closed:

- A YMCA building supervisor must be on duty
- A YMCA lifeguard shall also be on duty in the pool area during use (or potential use) of pool.
- Payment for above "after hours" staff is made when payment for usage is made.

D. DAMAGE/YMCA NAME

- The organization signing this agreement shall also be responsible for any extraordinary cleaning costs or damage to the building or equipment by using group.
- Group will be billed to the representative agency for any damages to property.
- The use of the YMCA facility does not imply endorsement or sponsorship of the group or activity.

E. RESERVATIONS

The facilities are not considered reserved until the application and a signed copy of this agreement is filed with the YMCA, and all applicable fees are paid. The YMCA reserves the right to cancel prior reservations at any time.

F. RULE VIOLATIONS

- Failure to comply with YMCA rules and regulations may subject the group to suspension and/or loss of facility privileges.
- Anyone who misrepresents their agency or fraudulently brings in unauthorized persons is subject to immediate dismissal and loss of facility privileges.
- Use of group privileges by supervisors for personal use is prohibited.

G. INSURANCE/WAIVER

- Groups are required to name the YMCA as an additional insured in their policy and deliver to YMCA prior to usage a Certificate of Insurance for a minimum of \$1,000,000 general liability coverage in accordance with the requirements of Section 2.1.01 of policy manual.
- It is hereby understood and agreed that any insurance provided by user in accordance with this agreement shall be deemed primary insurance and shall not look to any insurance of YMCA or contributions.
- User will hold harmless and indemnify YMCA against any claims and losses arising out of their use and due to their actions.

H. ROOM RENTALS AND EQUIPMENT USE

The following four(4) sections do not apply to on-going recreational use.

Decorations: All decorations must meet local fire department regulations, be approved by YMCA staff, must not damage the facility and must be removed immediately after the event.

Room Arrangements: Room arrangements and set-up are the responsibility of the group. Chairs and tables are not to be removed from one room to another without the prior permission of the staff, in which case they must be returned to their proper room when the event is over.

Catering: No meals can be served and no access to the kitchen or pantry is allowed unless arranged and approved prior to the usage.

Equipment: The use of equipment will be requested simultaneously with the facility being used. Equipment utilization will be approved subject to policies and availability of item requested.

- All fees will be included as shown on facility use forms and must be paid in advance.
- Items such as sound equipment, gymnastic equipment, etc. will not be loaned, rented or leased without special approval of the director or designated representative, plus a deposit, which is refundable upon return of equipment.
- Equipment will be issued on an equipment sign-out form. The responsibility of control, care, and return of equipment will rest on the individual signing the form. Use will be subject to additional charges for damages to equipment above normal wear and tear. User will be required to pay the fair market value of items lost or damaged beyond economical repair.

THE UNDERSIGNED ACKNOWLEDGES the foregoing terms under which usage of the YMCA facilities is granted, subject to approval of the application, and assumes the responsibility for his/her group's compliance with them.

Group Name _____

Business Name _____

Contact Name _____ **Phone** _____

Event _____

Signature _____ **Title** _____

Date _____ **YMCA Staff Approval** _____

Comments _____

An attached WAIVER OR LIABILITY and IMDEMNITY must be signed by an authorized agent of the representative agency.

YMCA OF SOUTHERN NEVADA
RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

In consideration for being permitted to enter the YMCA of Southern Nevada ("YMCA") for any purpose whatsoever, the undersigned organization (the "Indemnitor"), for and on behalf of itself, each member thereof, its staff, clients, participants in its activities and without limitation to any other person associated with it in any way and/or anyone claiming through its authorized personnel it has inspected the premises and facilities are safe and reasonably suited to the purpose for which they have been provided. Having made such inspection and such determination, indemnitor agrees as follows:

1. Indemnitor hereby releases, discharges and covenants not to sue the YMCA, its directors, offices, employees and agents (collectively, the "indemnities") in respect of any liability to Indemnitor and Indemnitor's constituents arising out of any loss of property or injury or death to any person caused or alleged to have been caused by any act or omission of Indemnitee not explicitly authorized by the Indemnities.
2. Indemnitor hereby agrees to indemnify, save, defend and hold harmless the Indemnitee from any loss, liability, damage and cost including attorney's fees and cost of litigation, Indemnitee may incur owing to the presence of Indemnitor or the presence and activities of Indemnitor's constituents upon or about the premises of the YMCA.
3. Indemnitor, on behalf of itself and Indemnitor's constituents, hereby expressly assumes full responsibility for and risk of death, bodily injury and property damage arising out of any act or omission of Indemnitee not explicitly authorized by Indemnitee.
4. Indemnitor understands and expressly agrees that this instrument is intended to be as broad and inclusive as is permitted by law of the State of Nevada, and that if any portion of it is held to be invalid, all remaining portions continue in full force and effect.
5. Indemnitor acknowledges that there are no agreements or understandings, explicit or tacit, oral or written, that in any way either modifies, or qualifies any of the terms of this instrument.
6. Indemnitor has read, understands, and has voluntarily executed this instrument.

Name of Organization _____
Authorized Agent _____
Authorized Agent Signature _____
Date _____