WAIVER, IDEMNIFICATION AND RELEASE AGREEMENT

FOR USE OF JEFFERSON TOWNSHIP FIRE COMPANY # 2 PREMISES

Group/Activity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Event/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In consideration of the use of the building, facilities, and adjacent property (“premises”) owned and operated by Jefferson Township Fire Company #2 (the “Firehouse”) I make the following representations and agreements on behalf of all the individuals in my group or party as their authorized representative:

I. I have requested the use of the premises, have inspected the premises to my satisfaction, and find the premises to be safe and suitable in all respects for our intended uses and activities. I understand that there is a nominal charge to cover a portion of the light, heat/air conditioning and other direct costs associated with making the premises available for our event. I understand that the Firehouse makes the premises available to individuals and community groups as a public service and not for compensation. I understand that the charge is at less than market rate and includes no contribution toward any liability insurance to cover this event. I agree to pay the event charge and furnish a refundable security deposit in advance as follows:

Event charge: $\_\_\_\_\_\_\_\_\_\_\_\_ Security Deposit: \_\_\_\_\_\_\_\_\_\_\_\_

2. On behalf of myself, my heirs and executors, and in like manner on behalf of all those who enter upon the premises as my or our invitees while we are utilizing the premises, I and we do hereby release and forever discharge, indemnify, and hold harmless the Firehouse, together with its officers, trustees, employees, agents, representatives, and any department, organization or group affiliated from any and all claims of any kind and nature whatsoever, whether arising through negligence, intentional acts or omissions, or in any other manner. This includes all past, present, or future actions, causes of action, demands, claims, damages, costs, expenses and other compensation of any kind and nature which may arise out of our use of the premises. This extends to any injury, property damage, or other loss, which may be sustained by me, or any of our party while on the premises and otherwise participating in any activities on the premises.

3. I understand it is my responsibility to provide liability insurance for my group or event. Further, I agree to assume all liability for any injury or damages that may arise from any accident or action that occurs on or about the premises in connection with our event and also agree to indemnify the Firehouse and save the Firehouse harmless from all claims filed by parties injured or suffering damages from our activities on or about the premises. This also includes damage to any of the Firehouse’s property.

4. I understand that I am responsible for returning the facility in the same condition in which I found it which includes ensuring furniture is returned to its proper place, turning all lights off, closing windows as well as locking all facility doors.

5. I understand and agree to abide by the rules set forth for the use of the premises by the

Firehouse including those given to me orally and in writing as well as the following:

a. There shall be no alcoholic beverages served or consumed by anyone under the age of 21 or illegal drugs used on the premises.

b. Only lawful activities are permitted, and activities will be properly supervised by appropriately trained persons.

c. There shall be no smoking on the premises except in the provided designated smoking areas.

d. Parental or adult supervision of all minors in attendance will be provided at all times, and I have obtained releases signed by parents and/or legal guardians for all minors participating in any athletic or physical activities on the premises.

e. I and my group can be asked to leave or can be denied access to the premises without notice whenever the Firehouse deems that it is necessary for any reason, and we will leave promptly when instructed.

f. The Firehouse may impose and I agree to pay the cost of clean-up, janitorial, or repair services needed because of the event and that such costs may be deducted from the security deposit.

6. I will provide, at my own expense, insurance against any possible loss described in this agreement.

7. I have read this Waiver, Release and Indemnification Agreement and understand all of its terms.

No other promises or inducements, written or verbal, have been made to me or to our group, and I execute this Waiver, Indemnification and Release Agreement on my behalf and on behalf of others in my group.

I UNDERSTAND THAT SIGNING THIS AGREEMENT MAY PRECLUDE ME AND ANYONE IN MY GROUP FROM MAKING ANY CLAIMS AGAINST THE FIREHOUSE, STAFF AND MEMBERS.

READ CAREFULLY BEFORE SIGNING

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Driver’s License #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Rules for Using Route 15 Firehouse**

**Requests**

* Made to the President via telephone, email, by mail sent to the Firehouse Post Office Box or by a member at a regularly scheduled meeting.
* President will respond to each request in a timely manner, not more than 10 days after initial request.

**Day of Event**

* All bays doors facing Edison Road will remain free and clear at ALL times.
* Firehouse building:
  + No one allowed upstairs.
  + No one allowed on fire trucks.
  + No one allowed to touch fire gear including, but not limited to, protective clothing, helmets, and tools.
* Expected behavior of participants:
  + **At all times,** children must be closely supervised by no less than two (2) adults
  + Participants MUST remain on firehouse property.
    - No one allowed in the streets.
  + Participants and/or their vehicles are not permitted to be on the roadside of the split-rail fence.
* Car washes:
  + All water hoses must have nozzles firmly attached.
* Any and all debris must be picked up and placed in the green metal receptacle found in the center of the parking lot under the siren.

**Please Note: If siren goes off more than three (3) times, clear the immediate area quickly so fire personnel may respond to the emergency.**