

MCNALLY COMMUNITY ASSOCIATION

This is a legal document which must be properly completed and signed or the facility will not be available for use by the user. By signing this document the user waives certain legal rights, including the right to sue. If you do not understand this document, please obtain legal advice before signing.

RELEASE, WAIVER, INDEMNITY, WARRANTY AND ASSUMPTION OF RISK

_____, (the User) hereby confirms and acknowledges that use of McNally Community Center (the building, the parking lot and grounds) involves inherent risks, dangers and hazards, including, but not limited to, collision with structures or objects used in connection with McNally Community Center, impact or collision with other users of the McNally Community Center, and the User freely accepts and assumes all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.

In consideration of McNally Community Association permitting the User to use McNally Community Center, the User agrees as follows:

1. The User does hereby release, remise and forever discharge, and agrees to indemnify and save harmless the McNally Community Association, its executive, directors, officials and volunteers (hereinafter referred to as the Releasees) from and against all claims, actions, costs, expenses (including legal expenses and costs of a solicitor and his own client basis) and demands made by anyone in respect of death, injury, loss or damage to any person or property, howsoever caused, arising out of or in connection with or during the use of McNally Community Association and notwithstanding that the same may have been caused by, contributed to or occasioned by the negligence, breach of contract, breach of a common duty of care as an occupier of premises or otherwise by the Releasees or any of them.
2. The User waives any and all claims the User has or may have in the future against the Releasees.
3. The User agrees to assume all risks, both known and unknown, and all consequences thereof, arising out of or in connection with the use of McNally Community Association.
4. The User, including its volunteers, agents, employees, invitees, officials and others will adhere to all rules, regulations, policies and conditions regarding McNally Community Association, as exist from time to time.

This document will be binding upon the successors and assigns of the User.

The User has read this document and agrees to be bound by its terms. The User further understands that it is compulsory and mandatory that this document be fully completed and signed as a condition precedent to the lease of McNally Community Center.

In witness whereof this Agreement has been executed by the duly authorized signing officers of the User this day of _____, 20____.

Name of User: _____

Witness: _____

McNally Community Association Representative: _____