

## TRENTON COMMUNITY CENTER TERMS AND CONDITIONS FOR USE OF FACILITIES OR GROUNDS

All rentals of the facilities or grounds must be scheduled on the Trenton Community Center website ([trentoncommunitycenter.com](http://trentoncommunitycenter.com)) using the "Schedule Now" or "Schedule Our Facilities" links. By requesting the use of any of the facilities, the renter agrees to pay the full rental amount due on the day of the scheduled event. The renter is responsible for his/her actions, the actions of any person in the facility during the rental period, and for the payment for any damages to the facility, either accidental or intentional. Rental privileges will be revoked for failure to pay for services or damages to facilities and may result in legal action to recover amounts owed and for damages. **Firearms, knives or weapons of any kind are strictly prohibited in any Trenton Community Center facility or on the premises. Any violation of this condition will result in permanent revocation of renting privileges and submission of information to law enforcement for appropriate action to be taken. All Trenton Community Center buildings are non-smoking facilities. No smoking and no alcoholic beverages allowed.**

### Waiver of Liability, Assumption of Risk, and Indemnity Agreement

**Waiver:** In consideration of permission of use, today and all future dates, of the property, facilities, equipment and services of the Trenton Community Center, including the gymnasium, cafeteria, auditorium and any other property of Trenton Community Center, I, for myself, my heirs, personal representatives and assigns, do hereby and forever release and discharge Trenton Community Center, its officers, members, and agents from liability for any and all claims including negligence resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in and observation of activities, competitions, lessons, and use of facilities, equipment and services.

**Assumption of Risk:** I/We agree to assume all risk of injury, either minor or major injury, from use of any facility or grounds provided by Trenton Community Center.

I/We have read the previous paragraphs and I/We know, understand and appreciate these and other risks that are inherent in the activities made possible by Trenton Community Center. I/We hereby assert that my/our participation is voluntary and that I/We knowingly assume all such risk.

**Indemnification and hold harmless:** I/We also agree to indemnify and hold Trenton Community Center, its officers, members and agents harmless from all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including indemnified for any such expenses incurred.

**Severability:** The undersigned and/or requestor of services from Trenton Community Center further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by law of the state of Kentucky and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgement of Understanding:** I/We have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I/We am/are giving up substantial rights, including the right to sue. I/We acknowledge that I/We am/are agreeing to these terms, conditions, waiver, assumptions of risk, indemnity and severability freely and voluntarily, and intend by My/Our electronic acceptance of the entire Terms and Conditions to be a complete and unconditional release of all liability to the greatest extent allowed by law. I/We agree to follow the facility rules and to be liable for damages caused by my/our actions or failure to follow the facility rules.