

LIABILITY WAIVER

Westlake Community Church of God
6696 Rockville Road
Indianapolis, IN 46214
317-241-9451

PURPOSE: This Agreement gives permission to groups, organizations and individuals ("User) not directly overseen by Westlake Community Church to use specified facilities owned by Westlake Community Church. Users of the facilities with the permission of Westlake Community Church do so with full knowledge that this is a license agreement and not a lease and losses or liabilities incurred by the User are not covered by the church. The User will be totally responsible for any/all damages/injuries that may occur during their said time of using the facilities/properties.

Date of Event: ____/____/____

This Agreement is entered into on this _____ day of _____ of the year _____, by and between Westlake Community Church and

(name of User/contact person) _____

(address of User/contact person) _____

(phone # of User/contact person) _____

(facility area desired) _____

WHEREAS Westlake Community Church is the owner of building and property located at the address printed above;

AND WHEREAS the User desires to use said facilities on the terms and conditions set forth.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed by and between the parties to the following:

1. User agrees to release and hold Westlake Community Church harmless from any and all injury and liability including attorney's fees arising out of the User's use of the above premises or the building(s) of which the facilities are a part, and or any parking facilities on or adjacent thereto.

2. The user understands that the responsibility to obtain liability and property insurance is upon the User. It is not the duty or responsibility of Westlake Community Church to insure the User's use of facilities. **Insurance.** User agrees to list Westlake Community Church as an Additional Insured (AI) on its General Liability Policy, providing the church with a Certificate of Insurance showing this status, and a General Liability limit of no less than \$1,000,000 per Occurrence for bodily injury and property damage, and if User has employees, proof of Workers Compensation on said Certificate.

These insurance requirements do not apply if Westlake Community Church Representative initials so here: *gcr*.

3. The User agrees to abide by and obey all laws, ordinances, and regulations promulgated by any government unit having jurisdiction in the locale of Westlake Community Church and will not engage in any activities in violation of such laws, ordinances, rules and regulations.

4. User agrees to pay Owner \$_____ for use of the building/property in accordance with the Indoor Facility Use Policy or Wedding handbook.

5. User agrees to abide by any rules or regulations for the use of the premises that are outlined in the Indoor Facility Use Policy, Wedding Handbook or attached to this agreement.

6. The User takes on the responsibility of every and all actions of any and all ages of the participants of the said event/activity.

(Signature of Westlake Community Church Representative)

(Signature of User/Contact person)

(Print name of User/Contact Person)