



## THE CLARENCE J. KRIEGER MEMORIAL COMMUNITY CENTER

### WAIVER AND RELEASE OF LIABILITY

In consideration of my use of the real property and improvements located at 620 27<sup>th</sup> Street Road, Garden City, Colorado 80631, further referred to as the "Community Building", I, \_\_\_\_\_ [name of organization, business or individual] hereby waive, release, and hold harmless the Town of Garden City and its officers, employees, and agents for any injury or damage to me, to others, or to equipment, or other property, arising from any and all claims or causes of any kind or nature which result from my use of the Community Building, if any, and whether caused by the negligent acts or omissions of the Town or otherwise.

By signing this Waiver and Release of Liability, I am assuming **all** risks of the activities in which me or my guests, employees, agents, invitees, or licensees, and/or my equipment may be engaged in the Community Building or surrounding property, whether such activity and resulting injury, death or property damage is caused by the negligence of the Town, or third parties, or otherwise. By knowingly and voluntarily assuming all such risks, I intend to waive and give up my rights against the Town, both for myself and for my heirs, administrators, executors, and assigns.

I further agree to hold harmless and indemnify the Town and its respective officers, employees, and agents against any and all claims of loss, damage, cost, or expense of any kind whatsoever, including attorney's fees, which the Town may sustain or incur as a result of the use of the Premises by me or any of my guests, employees, agents, invitees, or licensees.

I agree to abide by and follow all applicable policies, rules and regulations governing the Community Building, which rules and regulations shall include the municipal code of Garden City and the State of Colorado and those specific rules, regulations and policies provided to me by the Town prior to the date or dates of my use of the Community Building.

I further acknowledge and warrant that I have **read, understand** and **agree** to be bound by the following waiver and release of liability relating to my use of the Community Building and the surrounding property.

Responsible Party Name \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Responsible Party Signature \_\_\_\_\_

Date Signed \_\_\_\_\_

Date of Event \_\_\_\_\_

### **Initial items below**

NO GLITTER OR CONFETTI ALLOWED \_\_\_\_\_

NO ALCOHOL ALLOWED \_\_\_\_\_

NO ANIMALS ALLOWED \_\_\_\_\_

\*\* Deposit will be returned upon completion of the Checklist in Community Center,  
location on the kitchen door\*\*\* \_\_\_\_\_

### **CHECKLIST**

1. Sweep
2. Wipe kitchen counters, fridge, and sink and remove your food from the fridge
3. Make sure restrooms are picked up, prop open the doors
4. Empty all garbage and take out-there is a dumpster on west side of Town Hall
5. Wipe down tables and chairs, and put them away
6. Pick up all trash outside

**If the Checklist is not complete, deposit may be forfeited, and future rentals may be subject to denial.**

Rental is a non-refundable fee of **\$125** for Town residents.

Rental is a non-refundable fee of **\$350** for non-residents.

Refundable deposit \_\_\_\_\_

If there are damages, you may be liable for the cost of repairs.

I \_\_\_\_\_ have read and understood the statements above.  
(Printed Name)

I \_\_\_\_\_ understand if the Checklist is not complete, my  
(Printed Name)

deposit will not be returned.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### ***For Office Use:***

*Number of Guests:* \_\_\_\_\_

*Event Type:* \_\_\_\_\_

*Event Date:* \_\_\_\_\_

*Event Time:* \_\_\_\_\_

*Invite sent:* \_\_\_\_\_