

McPherson Family YMCA
Rental Agreement

Name of Group: _____

Responsible Individual: _____ Phone: _____

Date requested: ____/____/____ From ____ to ____

Volleyball net? Yes ___ No ___

Toddler Room Yes ___ No ___ (If yes, give a copy of rules)

Fee: \$50.00/hour-limit/2 hours

Swimming pool - \$25.00/hour/per lifeguard(30 or more in pool = 2 guards)

The fee is for the use of the facility, which includes main floor: basketball gym, racquetball courts and Lobby area and in the basement: youth center. The swimming pool will be an extra charge. Volleyball nets will be put up upon request. There is an additional charge for each extra lifeguard for more than 30 swimmers at a time.

I have read and agree to abide by the rules set out in the rental agreement policy. I agree that the YMCA will be reimbursed for any damages to the facility during my group's use of the facility. I also agree to inform all persons in our group of the rules and regulations and enforce them while the building is in our possession. The YMCA reserves the right to cancel a booking with giving a reasonable amount of notice. The deposit will be returned.

POOL? Yes ___ No ___

in Pool? _____ Time of use: From ____ to ____

of Lifeguards needed _____ Charge for Lifeguard \$ _____

Sponsor: _____

Staff: _____

Rental Fee _____

Sales Tax _____ Tax Exempt form Received ____/____/____

SUB-TOTAL _____

Deposit _____

TOTAL DUE _____

This amount is due upon arrival on the date book for usage. (We do not bill)

Certificate of Insurance Received? ____/____/____

I have read agree to the Rules and Regulations _____

Please read and sign the waiver on the back.



MCPHERSON FAMILY YMCA

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the YMCA (or for my children to so participate) for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with the YMCA, the undersigned, for himself or herself and such participating children and any personal representatives, heirs and next of kin, hereby agrees to the following:

1. THE UNDERSIGNED, ON HIS OR HER BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from any liability to the undersigned or such children and all their personal representatives, assigns, heirs, and next of kin, for any loss or damage and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned or such children whether caused by the negligence of the releasees or otherwise while the undersigned or such children is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA.

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned or such children in, upon or about the YMCA premises or in any way observing or using any facilities or equipment of the YMCA or participating in any program affiliated with the YMCA whether caused by the negligence of the releasees or otherwise.

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such children due to negligence of releasee or otherwise while in, about or upon the premises of the YMCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the YMCA.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Kansas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE AND WILL INFORM MY GROUP OF THIS AGREEMENT

Date _____

Signature of Responsible Party

Rental Insurance Coverage Policy
McPherson Family YMCA
Effective 8-31-00

All groups using the YMCA after hours shall name the McPherson Family YMCA as an additional insured endorsement by their insurance company.

The original certificate of insurance must state the producer, company, coverage, policy number, retroactive date, effective, expiration, and limits. This is to be \$1,000,000.00 each occurrence, \$1,000,000.00 aggregate and, name the McPherson Family YMCA as Additional Insured for Bodily and Property Damage.

Proof of insurance must be on file with the McPherson Family YMCA fifteen (15) days prior to the rental of the facility.

Thank you,



Gwyn Muto
Executive Director
McPherson Family YMCA

USE OF YMCA FACILITY POLICY

This Policy prescribes the rules and regulations under which the YMCA shall make it's facilities available for use by non-YMCA groups. Any questions concerning the interpretation of this policy will be referred to the Executive Director of designated member of the staff.

PRIMARY USE: The facilities and equipment of the YMCA are first and foremost for the use of YMCA members and regularly scheduled YMCA programs and activities. When these facilities are not in use by YMCA members and/or groups, they may be reserved for non-YMCA groups.

NON-YMCA GROUPS: The YMCA will make it's facilities and/or properties available only to non-YMCA groups that meet the following criteria:

- *Groups whose purpose and objectives are generally compatible with those of the YMCA and who do not exploit the YMCA name or constituency.
- *Groups that are willing and able to take responsibility for their activities and who are willing to abide by the YMCA's rules and regulations.

PRIORITIES FOR USE: Priorities for the use of facilities, property, and/or equipment by non-YMCA groups will be given to Religious, Social, Educational, Civic, Cultural and Community Service Groups.

Rentals



YMCA

We build strong kids,
strong families, strong communities.

Please complete the following:

- * Fill out and mail your rental agreement along with a copy of the Liability Insurance to the YMCA 15 days prior to rental of facility. (Please call the YMCA or your insurance company if you have any questions about your Liability Insurance.)
- * Make sure that everyone has read a copy of the guidelines.
- * A non-refundable deposit is required at the time that you turn in your rental agreement and Liability Insurance. (The deposit is refundable if notice of cancellation is made 15 days prior rental date.) The remaining cost of the rental is due upon rental date.

We would like to thank you for reserving this time to spend at the McPherson Family YMCA. Here are some guidelines we ask everyone to follow:

Group(s) are limited to not more than 100, unless prior arrangements are made. Not more than 50 persons are allowed in the swimming pool area at one time. If more than 25 are going to be swimming at one time, we must know as to put two lifeguards on duty.

2. The party responsible for making the arrangements for use of the building shall assume responsibility for:

- a - Conduct of those associated with the group in regard proper use of all properties of the YMCA. If someone is misbehaving and continues to misbehavior they will be asked to leave.
- b - That nothing in the building is disturbed other than that which was previously rented.
- c - No smoking, tobacco or alcohol beverages in the building. The YMCA reserves the right to dismiss an individual and/or group that does not maintain the rules of conduct
- d - You must police the areas you used and leave the building in the same condition that you found it. This needs to be done at least 15 minutes before the party is over.
- e - Group Sponsors/Parent needs to make sure everyone and everything is out of the building and that everyone has a ride home.
- f - Any part(s) of the building or equipment either damaged or destroyed as a result of the usage of the building by any one group . . . that group will subsequently be billed for the damage or destruction.

3. Renting of the building does not imply endorsement or sponsorship of the event by the YMCA therefore, publicity shall be designed in such a manner that it does not imply that.

4. No admission fees may be charged for an event you book the building for.

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5. Church groups and other non-profit organizations may be eligible to use the facility at a reduced rate. Please come to the office and explain your group's function in the community and their financial situation.
6. Swimming pool rules and regulations are posted in the swimming pool area. The pool can only be rented for 2 hours at a time but may not be used after midnight.
7. Decorations may be used as long as they don't deface the building in any way. What decorations you put up must be taken down.
8. The person booking the building is responsible to see that people in the group do not wander into other parts of the building that are not booked. Areas you are NOT ALLOWED to enter are: Main floor - Fitness Center, Hot Tub/Sauna area, Gymnastics Gym, Aerobics Studio, Office Areas or behind the Front Desk Area.
Basement - Free weight and Ab & Back rooms.
9. Youth groups require adult supervision of one adult to every 10 youth. If it is a co-ed function there must be co-ed supervision.
10. NO FOOD, GUM, DRINK, or GLASS CONTAINERS are allowed in the pool area, gym or racquetball courts.
11. You must be 18 years of age to book the building.
12. The YMCA has the right to cancel a booking with giving a reasonable amount of notice. The deposit will be refunded in full.
13. The only areas available for rent are: Lobby, East Gym, Racquetball Courts, Toddler Time and the swimming Pool and the Youth Center (in the basement).

THE MCPHERSON FAMILY YMCA ASSUMES NO RESPONSIBILITY FOR THE PERSONAL PROPERTY OF INDIVIDUALS OR GROUPS UTILIZING THE FACILITIES AND/OR PROPERTIES.

The administration of this policy shall be the responsibility of the Executive Director or a designated member of the staff. Exceptions to the policy shall be approved by an officer of the YMCA.

We hope that everyone has a great time! If you have any questions or concerns, please call Mary VanDorn @ 620-241-0363.

Please have all the members of your group read the above guidelines. Thank you very much!

Toddler Time Rules for Rentals

**The Toddler Time room may be used in conjunction with a facility rental.*

**This room must be supervised when ever in use by rental participants*

**This room is for use only by children under 8 years old.*

**The maze is made for children 7 and under. Older individuals made over the weight limit.*

**The room must be left the way it was found ~ all trash must be thrown away and toys must be picked up.*