TRAFFORD BOROUGH RENTAL FACILITY

WAIVER OF LIABILITY AGREEMENT

The Borough of Trafford requires that any individual renting a Borough facility, including but not limited to: the Manchester Room, the B-Y Park, Council Chambers, Westmoreland Park, Trafford Ballfields or any other Borough owned facility, must sign the following Waiver of Liability agreement in order to secure the rental on the facility: Date of event: _____ Borough Facility being rented for the event: _____ Name and Address of "HOST", the Individual Renting the Facility/Responsible Party:_____ _____

NOW THEREFORE, as additional consideration of the rental of the above-mentioned Borough owed facility, the parties do stipulate, agree and intend to be legally bound as follows: ASSUMPTION OF RISK. Using a Borough owned facility, such as the Manchester Room, the B-Y Park, Council Chambers, Westmoreland Park or any other Borough owned facility, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from (i) minor injuries, (ii) major injuries, and (iii) catastrophic injuries. HOST acknowledges that every precaution will be taken by TRAFFORD in ensuring HOST's and his or her guests' and invitees' safety. However, in the absence of willful misconduct or gross negligence, TRAFFORD will not be responsible for any injuries to any parties in attendance at the event for which HOST rented the Facility.

WAIVER OF LIABILITY. HOST agrees to release, waive, discharge and covenant not to sue TRAFFORD or any service provider of TRAFFORD, from any and all liabilities, claims, losses, demands, causes of action, except in the event of gross negligence of TRAFFORD, that may arise from or be related to any loss, damage, accident, illness, or injury, including death, which may be sustained by HOST or HOST's guests while attending HOST's event at the above named Borough Facility. HOST agrees to further release, waive, discharge and covenant not to sue TRAFFORD from any liabilities, claims, losses, demands, or causes of action, except in the event of gross negligence of TRAFFORD, which may arise from or be related to any loss, damage, accident, illness, or injury, including death, which may be sustained as a result of any vendors or service providers to the Event.

HOLD HARMLESS AND INDEMNIFICATION. HOST agrees to defend, indemnify and hold harmless TRAFFORD from and against every loss, claim, expense (including attorney's fees and costs), liability or payment by reason of any damages or injury to person (including death) or property (including loss of use or theft thereof) directly or indirectly arising out of, or in connection with this Agreement, in proportion to and to the extent that such injury, death or damage is caused by the actual or claimed tortuous conduct (active or passive) of HOST or HOST's guests.

Initials: _____ _____

MEDICAL AUTHORIZATION. It is the policy of TRAFFORD that in the event of injury, 911 will be called immediately and without hesitation. HOST agrees that TRAFFORD will not accept responsibility for any costs related to the call. TRAFFORD will not be responsible for the cost of any medical care or emergency treatments. HOST agrees that any bills will be forwarded to HOST, and HOST shall be responsible for prompt payment of same and shall indemnify and hold TRAFFORD harmless.

LIABILITY INSURANCE REQUIREMENTS FOR BALLFIELDS: In addition to the other provisions of this agreement, if the applicant is requesting to rent any of the Trafford Borough ballfields, the Host is required to provide proof of insurance, by submitting a copy of a homeowner, condo or tenant policy with a minimum of $1,000,000 liability if the Host is an individual. Leagues and/or small businesses shall provide a certificate of insurance in the amount of $1,000,000/$3,000,000 for bodily liability, and $1,000,000 in property damage. Trafford shall be listed as an additional insured.

IN WITNESS WHEREOF, intending to be legally bound, the Borough of Trafford has caused this Agreement to be signed and executed on its behalf by the Borough Manager as authorized by Borough Council and the Host has executed on the Host's behalf.

ATTEST: BOROUGH OF TRAFFORD:

_____ _____

By: Jaime Peticca
Title: Borough Manager

WITNESS: HOST/RESPONSIBLE PARTY

_____ _____

Initials: _____ _____