



# Highlands Recreation District

1851 Lexington Avenue • San Mateo, CA 94402

(650) 341-4251 • Fax (650) 349-9627

[www.highlandsrec.ca.gov](http://www.highlandsrec.ca.gov)

*"A Community Place to Learn, Grow & Play"*

## Highlands Recreation District Rental Agreement

### Description of Rental Spaces

The Multipurpose Room (MPR) is a 780 square foot single room that can accommodate up to 60 people. The room is equipped with a sink, electric stove, oven, microwave, and a mini fridge. The Gymnasium houses a middle school sized full court basketball area, 2,040 square feet, and can accommodate up to 100 guests.

The Picnic Area includes 3 square picnic tables, and 1 rectangular picnic table that can accommodate up to 20 seated guests, including 2 seating areas that are wheelchair accessible. The picnic area is conveniently located inside of the playground area. The Highlands Rec Pool is 25 yards long, has 6 swim lanes, a diving well, waterslide, in-water climbing walls, a baby pool, and a rentable propane BBQ grill. The shallow end of the pool ranges from 3 feet - 5.5 feet deep, while the diving well ranges from 8 feet - 10 feet deep. The pool is consistently heated to a comfortable 82 to 84 degrees. Lifeguards and seating are included in all pool parties and rentals. Pool Parties can accommodate up to 30 guests (swimmers/non-swimmers). Pool Rentals can accommodate up to 100 guests (swimmers/non-swimmers) and allow the use of the whole pool area.

### All Rental Bookings

The signed rental agreement, signed application, and deposit are due at the time of booking to secure desired date and time. Payment is accepted via check, eCheck, credit card, and debit card. All debit and credit card transactions will incur a non-refundable 3.95% service fee that goes directly to the transaction processing company. Full rental payment and proof of insurance are due a minimum of one week prior to the rental date. All rental time must be consecutive. Storage prior to or following rental is not permitted.

The time stated on the approved application will be strictly enforced. If the renter does not use the full time stated on their application, there will be no refunds given or funds transferred. The applicant will be subject to full deposit loss for any unapproved time used before or after the rental.

Facility rental applicants may receive one on-site courtesy appointment. While not mandatory, first-time renters of HRD facilities are encouraged to schedule this appointment and may do so with the Recreation Coordinator. Appointments are scheduled on a first come, first serve basis.

If incomplete or incorrect information regarding either the nature of the event or the expected number in attendance is given, the District may immediately cancel the rental with no refund of fees or deposit. If capacity for any rental is exceeded, Highlands Recreation District reserves the right to terminate the rental, *resulting in full forfeiture of deposit.*

Rental Capacities	
MPR	60 guests
Gym	100 guests
Picnic Area	20 guests
Pool Party	30 guests
Pool Rental	100 guests

Fights, vandalism, or unacceptable behavior occurring during rental will cause immediate cancellation of rental and forfeiture of all fees and deposits. Occasionally, renters decide to change the hours of their rental. The District will attempt to accommodate those changes, however, reserves the discretion to deny such requests.



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Room Rentals are for a minimum of 3 hours, must include all set-up and clean-up time needed, and are available between 8:00am - 9:00pm. All evening rentals must exit the building by 9:00pm or be subject to full deposit loss. The hourly room rental fee includes specified facility use, an on-site lifeguard for the duration of your rental, use of tables and chairs, and cleaning supplies.

Picnic Rentals are available on both weekdays and weekends - year round from 8am-8pm. Picnic reservations are on a first come first served basis.

Pool Parties are available on Saturdays and Sundays from 1:00pm – 4:00pm. Included set-up time begins at 12:45pm and clean-up time extends to 4:15pm.

Pool Rentals are available outside of typical program hours. Please check with the Recreation Coordinator to see if your desired pool rental date and time is available.

## Rental Classifications

Group A: Private Parties

Group B: Non-Profit Groups and Organizations

Group C: Continuous Instruction and Meeting Renters\*

*\*Continuous Instruction and Meeting Renters agree to use the facility a minimum of once a month, for a minimum of four months. Qualification must be approved by the Recreation Coordinator.*

## Hourly Rental Fees

Highlands Resident / Non-Resident Hourly Rates			
ROOM	Group A	Group B	Group C
MPR	\$105 / \$115	\$90 / \$100	\$60 / \$60
GYM	\$115 / \$125	\$100 / \$110	\$60 / \$60
Picnic Area	\$20 / \$25		
Pool Party	\$200 / \$225		
Pool Rental	<50 \$130 / \$180 >50 \$170 / \$190		

## Rental Deposit

All applicants are required to provide a security deposit to reserve the date of the rental. All deposits will be processed and will not be held. Deposits will be fully refunded provided the facility is left in a clean, damage-free, and presentable condition as determined by the Recreation Coordinator, with the assistance of the Lifeguards for room and picnic rentals. The Aquatics Supervisor, with the assistance of Lifeguards, will determine the condition of the pool area after party or rental.

If charges due to damage or rule violation are more than the deposit, the additional amount will be charged directly to the rental applicant, and all fees must be paid within two business days of receipt of invoice. Deposit will be forfeited in its entirety if the Sheriff is called in for any reason. Remaining deposit will be returned to renter within one week of rental in the manner the deposit was made (check, debit card, or credit card).



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Deposit Rates	
Room Rental Without Alcohol	\$300
Room Rental Serving/Selling Alcohol	\$400
Picnic Rental	\$100
Pool Party & Rental	\$150

## Cancellations and Refunds

A full refund will be granted for rentals if cancellation is made a minimum of 30 days prior to the event. Room and pool reservations cancelled within 30 days will lose their security deposit or the contracted rental amount, whichever is less. Full refunds are granted for picnic rentals if cancelled a minimum of 10 days prior. Picnic rentals cancelled within 10 days, will lose their security deposit or the contracted rental amount, whichever is less.

## Insurance Requirements

The renter shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.

Such insurance shall name **Highlands Recreation District**, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The renter shall file certificates of such insurance with the Highlands Recreation District, which shall be endorsed to provide thirty (30) days' notice to the Highlands Recreation District of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, Highlands Recreation District may deny access to the facility.

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Highlands Recreation District's self-insurance pool.

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the renter maintains higher limits than the minimums shown above, the Highlands Recreation District requires and shall be entitled to coverage for the higher limits maintained by the renter. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Highlands Recreation District.

The Certificate of Insurance may be obtained through the renter's homeowners' insurance or small business insurance. If neither are applicable, renter may visit: [HUB International](#) or [The Event Helper](#) (The Event Helper



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does not provide pool party or pool rental coverage). Please be aware that any payments made for insurance will go directly to the insurance company providing coverage.

## **Compliance with all applicable law, rules, and regulations**

Renter shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings. The renter agrees to abide by all applicable local, federal, and state accessibility standards and regulations. The renter further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc. Highlands Recreation District reserves the right to immediately revoke the renter's right to use of the facility under this agreement should the renter fail to comply with any provision of this section.

## **Indemnification**

The renter shall indemnify, defend, and hold harmless Highlands Recreation District, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the renter's use or occupancy of a facility or property controlled by Highlands Recreation District unless solely caused by the gross negligence or willful misconduct of HRD, its officers, employees, or agents.

## **Force Majeure**

Notwithstanding anything to the contrary contained in this agreement, Highlands Recreation District shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The renter waives any right of recovery against Highlands Recreation District and the renter shall not charge results of "acts of God" to Highlands Recreation District, its officers, employees, or agents.

## **Liability**

The applicant is solely responsible and accountable financially for any and all accidents or injuries to persons or property resulting from use of HRD facilities. The applicant is responsible for knowing and understanding all rules and regulations governing HRD facilities. The applicant shall also be responsible for the control and supervision of all people in attendance during the usage of the facility and shall take care to see that no damage is done to the facility, and that everyone conducts himself or herself in an orderly manner. Minors must be supervised at all times during an event rental, including setup and cleanup. HRD will not be held responsible for unsupervised minors. If facility damage, inappropriate behavior of a rental group, or exceeding capacity levels occur at any rental activity, the event may be shut down and future use of HRD facilities by an individual applicant or group may be denied.



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## **Decorations**

The facilities are rented as is. Any large decoration items must be submitted to the Recreation Coordinator for pre-approval. All decorations must be fireproof and/or fire retardant, must be properly disposed of prior to departure of the group. Adhesives, nails, screws, pins, or staples are prohibited on facility walls, picnic tables, benches, fences, or other structures. Confetti, glitter, sequins, sparklers, candles (birthday candles & chaffing dishes with flame okay), rice, and birdseed are not allowed in any HRD facility. Painter's tape (blue tape) or command strips may be used to hang decorations and must be removed prior to departing. All balloons must be weighted or secured to avoid fly aways.

## **Music/Audio**

HRD complies with the San Mateo County noise ordinance for all rentals. A DJ or live music is permitted for room rentals and pool rentals. Lifeguards must be able to be heard over music during pool rental. Volume must not exceed 50 decibels. Subwoofers must not exceed 500 watts. All music must be turned off by 8:30 p.m. If music/sound becomes excessively loud in the judgement of HRD staff on duty, the renter will be asked to lower the volume. Failure to do so will result in loss of music/sound and or eviction from premises.

## **Smoking**

It is unlawful to smoke or in any way engage in the use of tobacco, marijuana, or tobacco-like products of any kind or description and in any form, on any property owned and/or operated by the District. Smoke, mist or fog machines, haze or vapor type devices are prohibited in all HRD facilities.

## **Prohibited Items**

- a. Smoking, mist or fog machines, haze or vapor type devices.
- b. Recreational drones, model airplanes, and any other unmanned aerial vehicle or systems are not permitted on any District property.
- c. Open flames are prohibited. (Chaffing dishes with flame and cake candles are permitted).
- d. Pets (Service animals okay).
- e. Paint, spray chalk or any painted ground decorations or signage.
- f. Glue, duct tape, thumbtacks, nails, screws, pins, staples.
- g. Birdseed, rice, confetti, glitter, sequins, and sparklers.

## **Room Rentals**

### **Building Attendants**

A Building Attendant (BA) will be on site for room rentals for the entirety of the rental and will be available to answer questions and ensure rules are always followed. Typically, Building Attendants will be the head Lifeguard on duty at the pool. BA's are not available to set-up, load/unload supplies, wait tables, serve, move furniture or equipment, and/or assist with the applicant's portion of clean-up. Renter can plan with the Recreation Coordinator in advance to have access to drive on the pathway, with a Building Attendant present. The Building Attendant on duty may raise and lower the bollards on the pathway and must be present while



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delivery is being made. Building Attendants are responsible for overseeing the rental to ensure all rules are being followed. BA will complete the turnover checklist with the renter and sign off on the departure status, stating any rule violations. BA will check the condition of the facility with the applicant before the start of the event and prior to their departure to determine if additional damage, cleaning, or overtime use has occurred. BA will document any issues during the total length of the rental. Any on-site concerns can be further discussed with the Building Attendant or with the Recreation Coordinator during normal business hours. Please note any concerns on the additional comments space provided on the turnover checklist with the Building Attendant.

## **Special Equipment, Vendors, & Entertainment**

All large entertainment activities, bounce houses, lawn games, contests, entertainment shows, athletic activities, and outside vendors must be noted on the rental application and require approval from the Recreation Coordinator. Bounce houses are permitted for Gym and MPR rentals only. For gym rentals, the bounce house must be indoors. For MPR rentals, the bounce house must be outside on the blacktop area and is not allowed on the grass area. Stakes are not permitted to secure the bounce house. Tarps or mats must be placed between the bounce house and ground and will not be provided by Highlands Recreation District. The Recreation Coordinator will notify the renter of where the outdoor power outlet is located for use. Party entertainers and shows are permitted with the approval of the Recreation Coordinator. This includes but is not limited to children's animal shows, petting zoo, nerf battle with inflatables, magicians, etc.

A single food truck or outdoor pop-up food vendor is permitted for MPR rentals with permission from the Recreation Coordinator. Any pop-up food vendors must have a cover on the floor so as not to leave any stains or mess. Any damage left behind will incur an additional cleaning fee of \$150 per occurrence.

It is the renter's responsibility to hold all outside vendors to rental rules and regulations agreed upon through this rental agreement.

## **Beer and Wine**

Beer and wine may be consumed in HRD facilities (Multipurpose Room and Gym only) with approval from Recreation Coordinator and must be indicated in the application. All beer and wine must be removed from the premises immediately upon completion of the event. This includes all containers in which alcohol has been served. The floor in an indoor bar area must be protected with waterproof material.

If alcohol is to be sold during an event the renter must purchase an additional permit from the Department of Alcoholic Beverage Control (ABC). A copy of the ABC issued permit must be submitted to HRD Recreation Coordinator a minimum of 5 days prior to the event and must be posted during the event. If permit is not available or posted during the rental, the renter will not be allowed to sell alcohol.

*No spirits may be present or consumed in HRD facilities.*

Alcoholic beverages of any kind must not be sold or served to individuals under 21 years of age.

*Consumption or sale of alcoholic beverages is not permitted in the playground, pool, or tennis courts.*

## **Set-Up & Clean-Up**

Renters are required to set up and clean up Highlands Recreation District (HRD) tables and chairs within the time frame indicated on the rental application. Renters are required to notify the Building Attendant immediately of any large spills and or damage to HRD property. Renters are responsible for ensuring any



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outside vendors adhere to HRD's cleaning requirements and exit the facility by the rental end time. Failure to adhere to these requirements could result in the forfeiture of full deposit. HRD will provide extra trash bags, cleaning spray, hand towels, and disposable gloves for renters to use. The Building Attendant onsite will show renters where to find these materials. Renters must follow all cleaning requirements:

- a. Tables and chairs must be wiped clean and returned to proper storage location.
- b. Empty garbage and recycling receptacles (renters entitled to two each) and place in appropriate parking lot dumpsters. If trash or recycling is left in the room, \$75 per trash/recycling bin will be deducted from the deposit. Waste beyond 2 trash bins and 2 recycling bins may be subject to additional fees.
- c. Sweep floors and mop up any spills or messes.
- d. Ensure restroom is left in the same manner as provided.
- e. Remove all decorations, rental materials, food, beverages, signage, equipment, personal items, and vendors from premises.

Highlands Recreation District accepts no responsibility for any items left behind.

Excessive cleaning performed by HRD staff beyond the normal event cleaning requirements or minor facility repairs following a rental activity will result in a cleaning fee of \$150 per incident. Any amount of these services shall be deducted from the rental deposit, or in the event of an insufficient deposit balance, shall be a separate obligation of the applicant.

## Picnic Rentals

### Picnic Rentals & Expectations

Picnic area will have a "RESERVED" sign posted by Highlands Rec Staff. Please have receipt of reservation with you on the day of the picnic. If another group is in your area, show them your receipt and inform them of your reservation. If they refuse to move, please call the Sheriff's Office Non-Emergency line at (650) 363-4763 and they can help resolve the situation.

Picnic rentals are for public use only. Engaging in any activities for private profit is prohibited.

- a. Renters are responsible for cleaning the picnic area after use and are required to remove all garbage from the park premises. Please bring extra garbage bags in case the garbage cans become full. If cans are full, you are required to take your garbage out of the picnic area to the dumpsters located in the parking lot.
- b. Alcohol of any kind is not permitted in the picnic and playground area.
- c. Bounce houses are also not permitted for picnic rentals.
- d. No portable barbecues.
- e. No stakes, ropes, poles, or other securing devices are to be attached to any fences, bushes, trees, or other vegetation.

While our maintenance crew regularly inspects our playground and picnic area, damage or vandalism may occur between visits. If you notice any broken playground equipment, unsafe conditions, or vandalism, please report it to our office at (650) 341-4251. The Highlands Recreation District has the right to reserve and has priority in reserving public areas for District programs and special events. If a reserved picnic area is needed for District use or maintenance, the district reserves the right to reschedule, relocate, or cancel a previously approved reservation.



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## Pool Parties & Pool Rentals

### Lifeguards for Pool Party & Rental

Lifeguards are required to be present during all pool parties and pool rentals to ensure safety. Lifeguards will enforce waterslide and pool rules and have the authority to restrict water slide usage at any time if deemed unsafe. The Lifeguard ratio is 1 guard per 30 guests. The pool area is closed when a lifeguard is not on duty.

### Pool Expectations

- a. Appropriate bathing attire is required in the pool. T-shirts are not allowed to be worn in the pool.
- b. Child 3 years and under must wear a swim liner.
- c. Face masks, fins, and snorkels are allowed for adult surface swimmers only, during lap swim hours.
- d. Coast Guard life jackets are allowed in the pool. Children using a lifejacket are allowed in the shallow end alone, and in the deep end with an adult at arm's reach. Patrons may be asked to wear a lifejacket at the lifeguards' discretion.
- e. Spitting, spouting water, and nose blowing in the pool is not permitted.
- f. Only walking is allowed in the pool area and locker rooms.
- g. Horseplay (splashing, shoving, dunking, sitting on shoulders, etc.) is not allowed.
- h. Novice swimmers must remain in the shallow end of the pool unless accompanied by an adult, within arm's reach. Once child per adult.
- i. Swimmers 14 years and younger are required to pass the proficiency swim test to gain access out of the shallow end. The proficiency test requires swimmers to swim one length of the pool strong crawl or breast stroke without stopping, and treading water for a minimum of 30 seconds.
- j. 'Kids Break' is held each hour for 10 minutes at the end of the hour during pool parties. This requires children 17 years and younger to exit the pool, including the baby pool.
- k. Diving is only permitted in the diving well.
- l. Food and drinks are only permitted away from the water.
- m. No alcoholic beverages, smoking, illegal substances, or people under the influence of drugs or alcohol allowed.
- n. Glass containers are not allowed in the pool area.
- o. Animals are not allowed in the pool area.
- p. Children 10 years and younger must be supervised by a responsible person 15 years and older.
- q. Persons who have had diarrhea in the past two weeks, infectious diseases, open sores, or rashes are not permitted in the pool or pool area.

### Water Slide Expectations

- a. Users must go down the slide feet first, and face up, only.
- b. Users must swim to the designated wall after sliding.
- c. Users may only go down the slide once the previous user is cleared from the area.
- d. Jumping, swimming, or diving off pool side is not allowed in slide area.
- e. Slide is closed during swim lessons and lap swim.
- f. Slide area may be restricted or closed at any time if deemed unsafe by lifeguard.





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## **HRD Climbing Wall Rules**

- a) Patrons should use the climbing wall at their own risk.
- b) Only one climber, per wall, at any time.
- c) Please access the climbing walls from the water only.
- d) No swimming in drop-zones when climbers are present.
- e) No climbing above top hand hold levels.
- f) No climbing around sides or back of the climbing walls
- g) No use of floatation devices permitted when climbing the walls (i.e. life jackets, floaties, etc.)
- h) Climbers should gently push away from walls when climbs are complete or when falling off during a climb.
- i) Climbers should push away from the walls in a straight line to the middle of the pool, not at an angle towards the pool deck.
- j) Climbers should drop from the walls, so their feet enter the water first (no headfirst diving).
- k) Climbers should not attempt back flips or other tricks off the climbing walls.
- l) Immediately swim away from the climbing walls when your climb is complete.
- m) Climbing wall weight limit is 245 pounds.



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## Highlands Recreation District Agreement, Waiver, and Release

Renter agrees to be solely responsible for any and all liability, claims, loss, damages, costs, and expenses, including attorney's fees, arising out of or resulting from any injury to persons or damage to property which arise out of its use of the District's facilities. Renter agrees to defend, indemnify, and hold harmless the District, its officers, agents, employees, and volunteers against any and all such claims, demands, causes of actions, suits and expenses, arising out of or resulting from its use of the District's facilities. Renter also agrees to obtain insurance listing Highlands Recreation District as additionally insured for the period of time of facility use. The renter understands the conditions and regulations and hereby represents that the renter will be present at the facility during its use and agrees to use due care to ensure that said regulations are enforced while the facility is in use. Renter further realizes the ramifications of failure to abide by the policies and/or permit requirements.

\_\_\_\_\_

Renter Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Renter Name Printed

\_\_\_\_\_

Date of Rental



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## Highlands Recreation District Facility Rental Application

Request made by: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_ City, State and Zip Code: \_\_\_\_\_

Organization: \_\_\_\_\_ Email Address: \_\_\_\_\_

Non-Profit #: \_\_\_\_\_

### Facility Rental Being Requested

Gym: \_\_\_\_\_ Multipurpose Room: \_\_\_\_\_ Picnic Area: \_\_\_\_\_ Pool Party: \_\_\_\_\_ Pool Rental: \_\_\_\_\_

Date(s) of requested use: \_\_\_\_\_ Day(s) of the week: \_\_\_\_\_

Hours requested: \_\_\_\_\_ to \_\_\_\_\_ Total # of hours: \_\_\_\_\_

Purpose for rental: \_\_\_\_\_ Guest arrival time: \_\_\_\_\_

Maximum # of persons to attend (include swimmers & non-swimmers if applicable): \_\_\_\_\_

### Special Equipment & Entertainment

Bounce House (Gym & MPR only): \_\_\_\_\_ Inflatables (MPR Only): \_\_\_\_\_ Caterer: \_\_\_\_\_ Food Truck (MPR only): \_\_\_\_\_

Petting Zoo (MPR only): \_\_\_\_\_ Show/Presenter (Gym & MPR only - please specify): \_\_\_\_\_

Other (please specify): \_\_\_\_\_

### Chairs & Tables Needed (MPR & Gym Rentals Only)

# of chairs: \_\_\_\_\_ (available: Gym-95, MPR-60) # of tables: \_\_\_\_\_ (available: Gym-20, MPR-10)

Will alcoholic beverages be served? (Gym & MPR Rentals Only) Yes: \_\_\_\_\_ No: \_\_\_\_\_

### Other Responsible Adults – Emergency Use Only

Please list 2 responsible adults who will be available to assist Highlands Rec Staff in an emergency. It is the responsibility of these individuals to identify themselves upon arrival and to advise the staff upon their departure from the premises.

1. Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

2. Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

I Indicate that the information provided is correct and I have received and understand the rules and regulations for the use of the Highlands Recreation District facilities.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

#### HRD Office Use Only

Facility: \_\_\_\_\_ Rental Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Rental Hours: \_\_\_\_\_

Deposit: \$ \_\_\_\_\_ Date Deposit Paid: \_\_\_\_/\_\_\_\_/\_\_\_\_ Deposit Paid: Card: \_\_\_\_ Check: \_\_\_\_ eCheck: \_\_\_\_

Rental Amount: \$ \_\_\_\_/hr x \_\_\_\_ hrs = \$ \_\_\_\_\_ Rental Amount Due: \_\_\_\_/\_\_\_\_/\_\_\_\_



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## **FACILITY RENTAL AGREEMENT, WAIVER, AND RELEASE**

In consideration for being permitted by the Highlands Recreation District (HRD) to participate in any program or event on HRD property, I hereby waive, release, and discharge any and all claims for damages, personal injury, death, or property damage which I may have, or which may hereafter accrue to me, as a result of voluntary use of HRD facilities. This release is intended to discharge in advance HRD (including its officers, employees, volunteers, and agents) from any and all liability arising out of or connected in any way with hosting a private gathering on HRD property, even though that liability may arise out of active or passive negligence or carelessness on the part of the persons or entities mentioned above.

It is further agreed that this waiver, release, and assumption of risk is to be binding on my heirs, administrators, executors, and assigns, and that I shall indemnify and hold HRD (including its officers, employees, volunteers, and agents) free and harmless from any loss, liability, damage, cost, or expense which may arise out of or connected in any way with my use of District facilities.

Additionally, I fully understand that my participation in use of property controlled by the District exposes me to the risk of personal injury, communicable diseases, illnesses, infections, viruses, economic injury, death and/or property damage. I hereby acknowledge that I am voluntarily participating and agree to assume any such risks.

HRD reserves the right to immediately revoke the renter's right to use of the facility under this agreement should the renter fail to comply with any provisions listed within this agreement, waiver, and release.

PHOTOGRAPHIC RELEASE: I understand that photographs may be taken during this activity and hereby grant the District permission to use any such photo(s) for advertising or in promotional materials.

**I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE ABOVE DISTRICT AND I SIGN IT OF MY FREE WILL.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_ Date of Rental: \_\_\_\_\_

Organization: \_\_\_\_\_