

LIABILITY STATEMENT:

It is understood and agreed that the City does not allow alcoholic beverages or tobacco products to be either provided, sold or consumed on or around City property including all park facilities. It is expressly agreed that the signor hereof and the temporary lessee of the park premises and facilities take the buildings, grandstands and any other facilities in their "AS IS:" condition. Hooper City makes no representation or warranty as to their fitness, safety or condition. The Lessee covenants to take full responsibility for and to save and keep Hooper City harmless and indemnified from all loss, damage, liability or expense incurred, suffered or claimed by Lessees and its guests, or other persons attending its events. Lessee will be fully responsible for guests' negligence or omissions. Lessee will provide its own medical assistance and ambulances where needed and will absolve the Lessor-Hooper City from any and every responsibility. Therefore, Lessee will hold the City harmless from any injury, loss or damage from any cause to any person or property upon or about the leased premise or while in transit thereto or therefrom, and upon the roads, parking areas, stairs, structures or other approaches to the premises, Lessees through signs, announcements, signed releases by participants, or other notice will keep it's guests, advised and informed that the Lessor-park has no liability or responsibility for occurrences or injuries.

PARK RULES:

General:

- The playground, restrooms, and other areas of the park not leased; are open to the public and can be used by the general public simultaneously with leased facilities.
- Organizational activities may, (at the city's discretion) have preference for the lease of facilities.
- No fires, or Fireworks allowed on city property.
- Do NOT drive equipment or vehicles into the park without permission.
- The city does not have the authority to allow parking on facilities (church parking lots, private property, etc.) owned by others.
- **No mechanized or similar equipment (Blow-up Toys, Bounce Houses, Waterslides, Fireworks, Etc.) allowed without permission and coordination with the city. Permission will be considered during normal business hours only. An Insurance Policy naming Hooper City as second insured is required to cover this activity. If these activities occur during your rental any cost from damage or liability will be charged to the renter.**

Playground:

- All children must be supervised by an adult.
- Playground equipment shall be used in accordance with the manufacturer's intention. Climbing on the outside of equipment or areas not designed for play is dangerous and prohibited.

Bowery / Kitchen / Grill:

- Garbage cans are provided with rental.
- All decorations, tape, ribbon, etc., must be completely removed from tables and facilities.
- Supplies and coolers shall be carried to and from the bowery from the parking area. No key to the drive through gate will be issued without the lessee making prior arrangements with the city during regular business hours.
- Kitchen and Concession facilities must be thoroughly washed and the floors cleaned.
- Propane (1 tank) will be provided with the grill rental; additional propane is the responsibility of the lessee and shall be provided/ transported in their own tank(s).

I have read, understand, and agree to the above rules, statements and provisions in their entirety, and will be responsible for seeing that this lease agreement is fulfilled.

Lessee Signature

Print

____/____/____
Date