

**CHURCH FACILITY USAGE AND HOLD HARMLESS AGREEMENT**

I/We the undersigned authorized representative(s) of \_\_\_\_\_ (hereafter the "Organization") of the city of \_\_\_\_\_, state of \_\_\_\_\_ shall be using the building and grounds of Kirkwood Presbyterian Church \_\_\_\_\_ (hereafter the "Church") from \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ for the purpose of \_\_\_\_\_

hereafter referred to as the "Activity".

I/We understand and agree that neither the Church, nor its trustees, representatives, employees, and agents may be held liable in any way for an occurrence in connection with the Activity which may result in injury, harm, or other damages to the undersigned or members of our organization and guests, invited or not. Rather, I/We agree that our Organization alone shall be responsible for any property damage, personal injury or death that may occur during our use of the premises.

As part of the consideration for being allowed to use your facility, building and grounds as well as all appliances and fixtures in the activity, I/we release the Church, its trustees, employees, agents, or representatives from any claim for damages, injury or death which may occur while participating in the Activity. I/We further agree to save and hold harmless the Church, its trustees, employees, agents, or representatives from any claim arising out of or participation in any form or fashion in the Activity.

As part of the consideration for being allowed to use the facilities of the Church, its building and grounds as well as all appliances and fixtures for the purposes of conducting tutoring classes, I/we release the Church, its trustees, employees, agents, or representatives from any claim for damages, injury or death which may occur while participating in the tutoring classes or while on the premises in conjunction with tutoring classes being conducted by me. I/We further agree to indemnify, release, and hold harmless the Church, trustees, employees, agents, or representatives from and against all liability, loss, costs, damages, fees and expenses (including attorney's fees) for any suit, claims settlement, award, penalty, fine, defense or judgment because of loss or damage to any person, property or right arising out of or in consequence the tutoring classes of the Organization. This indemnity shall apply whether or not the loss or damage is caused or alleged to be caused in whole or in part by the joint or concurrent act or omission (whether negligent or otherwise) of the Church, its trustees, employees, agents, or representatives.

I/We further state the I/we are authorized to sign this agreement; that I/we understand the terms herein are contractual and not mere recital; and that I/we have signed this document of my/our own free act and volition. I/We further state and acknowledge that I/we have fully informed ourselves of the content of this affirmation and release by reading it before I/we signed it.

I/We have executed this Church Usage and Hold Harmless Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ (ORGANIZATION NAME)

BY:

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

Title: \_\_\_\_\_

NOTARY SEAL