



# Messiah Lutheran Church

## Evangelical Lutheran Church in America

### Usage, Waiver of Liability & Hold Harmless Agreement

I, the legal representative of \_\_\_\_\_ (hereinafter the "organization") of the town of \_\_\_\_\_, state of New York, shall be using the building and grounds of the Evangelical Lutheran Church of the Messiah, 2850 Guiderland Avenue, Schenectady, NY (hereinafter "Messiah") on (day of the week) \_\_\_\_\_ beginning (date & time) \_\_\_\_\_. This agreement can be cancelled by either the organization or Messiah at any time for any reason with two weeks' notice. The purpose of the use is for \_\_\_\_\_, herein referred to as "the activity".

I represent that I am over the age of minority and have full authority to enter into this Church Usage, Waiver of Liability and Hold Harmless Agreement (hereinafter "Agreement"). I represent that I understand the terms and conditions of this Agreement, and that any person that enters the Messiah premises and/or participates in the activity at Messiah under my supervision or that of any adult I appoint, thereby agrees to the terms and conditions of this Agreement.

It is understood and agreed upon that the organization is granted use of the (room) \_\_\_\_\_, its equipment, the adjacent restrooms and may, on occasion and with case by-case permission from Messiah, use of the fellowship hall kitchen, so long as it does not interfere with other groups use.

It is understood and agreed upon that the organization is responsible for the clean-up of any permitted use area and will strive to leave any permitted use area in the same condition it was encountered. Floors must be broom clean; tables must be wiped down. The organization also agrees to notify the church office of any maintenance issues.

It is understood that, for entrance to the facility, I may be given a key and instruction on usage of the alarm system. By accepting the key and instruction, I accept all responsibility for the key including the actions of anyone I appoint to use it. I understand that if I lose or misplace the key, I will notify the proper committee co-chairman immediately and will be required to pay the market price for a key replacement. At no time am I permitted to copy the key for any reason. The key must be returned to the church when this usage agreement ends.

The organization shall maintain throughout the entire term of this Agreement and shall provide to Messiah insurance certificates which verify the existence of, liability insurance with the following minimum requirements:

- Messiah shall be named as an additional insured;
- The organization or its insurance carrier shall agree to defend and indemnify Messiah in any action arising out of the negligence of the organization during the term of this agreement;
- Maintain policy limits of at least \$1,000,000 per incident.

A copy of a current insurance certificate including the terms and conditions herein above described will be required at the time of executing this Agreement. No Agreement can be executed without providing this proof of coverage.

For consideration given and received in connection with the use of Messiah for the activity, I hereby release, waive, discharge and covenant not to sue Messiah, its trustees, representatives, employees, servants, officers, or agents (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, my appointees, members of my organization and guests, invited or not, or to any property belonging to me or my organization, whether caused by the negligence of the releasees, or otherwise, while participating in the activity, or while in, on or upon the premises where the activity is being conducted, or in any place or places connected with the activity.

As part of the consideration for being allowed to use Messiah, its building and grounds, as well as any appliances and fixtures in the activity, I hereby assume all risk in connection with participation in the activity. I am fully aware of risks and hazards connected with being on the premises of Messiah and participating in the activity, and fully aware that there may be risks and hazards unknown to me connected with being on the premises of Messiah and participating in the activity, and I hereby elect to voluntarily participate in the activity, to enter upon the premises of Messiah and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me and my person, property, and the persons and property of my organization. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me and/or my organization, or any loss or damage to property owned by me and/or my organization, as result of using Messiah for the activity or being on the premises of Messiah for the activity, whether caused by the negligence of releasees or otherwise.

I further hereby agree to indemnify and save and hold harmless the releasees, separately and severally, from any loss, liability, damage or costs they may incur due to me and my organization's use of Messiah for the activity or being on the premises of Messiah for the activity, whether caused by the negligence of any or all of the releasees, or otherwise. This includes loss of property to theft, fire or water damage. I further agree to save and hold harmless Messiah and the releasees from any claim by me, my organization, estates, heirs, or assigns arising out of use of Messiah and/or participation in any form or fashion in the activity. It is my express intent that this Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releasees.

I also authorize Messiah, its employees, or agents to render or obtain such emergency medical care or treatment as may be necessary should any injury, harm, or accident occur while participating in the activity.

By signing this release, I acknowledge and represent that:

1. I am authorized to sign this Agreement;
2. I have read the foregoing Agreement, understand it, and sign it voluntarily as my own free act and deed as a legal representative of my organization;
3. I understand the terms of this Agreement are contractual and not mere recitals;
4. No oral representation, statements or inducements, apart from the foregoing written Agreement, have been made;
5. I further state and acknowledge that I am fully informed of the content of this Agreement, have read it before signing it, and have had the opportunity to have it reviewed by others, including legal counsel of my choosing;
6. I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Accepted into and on behalf of Messiah Lutheran Church,

---

Rev. Dustin G. Wright  
Pastor, Messiah Lutheran Church

---

Date

---

Main Contact & Legal Representative of Organization

---

Date

---

Title & Organization

---

Main Contact Phone Number (specify home, work, cell)

---

Main Contact Email Address

**FOR OFFICE USE ONLY**

- Insurance rider attached?
- Meeting schedule attached?
- Meeting schedule entered into the church calendar?
- Key release document signed by legal representative of organization and key received?
- This form was filed in the Parish Administrator's Office on the following date: \_\_\_\_\_