

**Contract for Use of Oregon Trail Recreation District Recreation Center,
Waiver of Liability and Indemnity Agreement**

**READ THIS DOCUMENT CAREFULLY – BY SIGNING THIS AGREEMENT, YOU
GIVE UP CERTAIN RIGHTS AND ASSUME CERTAIN RESPONSIBILITIES:**

I, _____, an agent or officer, acting for and on behalf of _____,
for and in consideration of the use of the Recreation Center of the Oregon Trail Recreation District (“OTRD”) do by this document agree, on behalf of myself and the organization which I represent, to indemnify and hold harmless any employee, officer, servant, or agent of the OTRD, including elected or appointed officials, and persons acting on behalf of the OTRD in any official capacity, temporarily or permanently in the service of the OTRD, whether with or without compensation, from any and all manner of action or actions, cause or causes of actions, suits, injuries, or any other claim or demands arising out of the use of any facility of the OTRD.

THE UNDERSIGNED FURTHER AGREES:

1. To indemnify and hold harmless the OTRD, its agents, employees and assigns from all manner, action or actions, cause or causes of action, suits, injuries or any other claims or demands that may arise from any act or omission by an employee, agent, representative or any person acting for or on behalf of said OTRD concerning any claim, cause of action, suit, injury or demand arising out of the organization’s use of the facilities of said OTRD.
2. To provide the OTRD with proof of insurance in the form of a Certificate of Insurance. The Certificate of Insurance must show a minimum limit of liability coverage of \$1,000,000 per occurrence. The Certificate of Insurance must also evidence coverage for this agreement in the form of Blanket Contractual Coverage or name the OTRD as an additional Insured. A copy of the Certificate of insurance must be attached to this agreement prior to using or occupying the premises.
3. Neither the undersigned nor the organization which it represents shall be entitled to contribution or indemnification, or reimbursement for legal fees and/or expenses from the OTRD for any action, cause, suit, claims or demands brought against the organization arising out of the uses of the facilities of the OTRD.
4. To immediately notify the OTRD of any conduct or circumstances which bring about an injury to persons or tangible property, describing the injury or damage to tangible

property, stating the time and place the injury or damage which occurred, and stating the names of all persons involved.

5. To reimburse the OTRD for any damages or losses caused by the organization's use of the OTRD facilities, and agree to promptly pay for said damages.
6. To obtain an individual waiver of liability from each participant in any program that involves the use of any facility of the OTRD if said waiver of liability is required by the OTRD.
7. This agreement may not be changed orally, but only by an agreement in writing and signed by both parties.
8. This agreement shall be governed by the laws of the State of Idaho.
9. In the event any provision of this agreement shall be held invalid or unenforceable by any court or competent jurisdiction, such hold shall not invalidate or render unenforceable any other provision of this agreement.

This agreement shall be binding on the heirs, personal representatives, successors, and assigns of the parties to their agreement.

Dated this _____ day of _____, 20_____

OTRD Official

Signature of Person Responsible

Organization