

OUTSIDE GROUP FACILITIES USE & INDEMNITY AGREEMENT

As of _____ (date), the _____ United Methodist Church (the "Church") grants to _____ (the "Group") permission to use certain of the Church's facilities or vehicles in accordance with the terms set forth in this Outside Group Facilities Use & Indemnity Agreement (the "Agreement"). For good and valuable consideration received, the Church and Group agree as follows:

- The Group understands and acknowledges that there are risks associated with its use of the Church's facilities or vehicles. The Group acknowledges and agrees that it has inspected the Church's facilities (and vehicles, if to be used) and accepts them for use in their present condition, with all faults, if any, and agrees that the Church makes no representation or warranty with respect to any premises or vehicles, including their condition or their suitability and fitness for the Group's intended use. Due to the nature of the facility and vehicles, they may not accommodate persons with certain disabilities. The Group agrees that it is responsible for providing all disability accommodations necessary for guests and invitees. The Group agrees that its use of the facilities and vehicles will comply with all applicable local, state, and federal laws and regulations.
- The Group acknowledges that it is responsible for providing all personnel, equipment, and supervision. The Church is not obligated to provide any personnel, programming, supervision, or other services.
- The Group also recognizes that there is a risk of personal injury to the Group's members, participants and others while on the premises or using Church vehicles, and the Group agrees to accept all risks associated with the use of the Church's facilities or vehicles, including, but not limited to liability for personal injury, child or adult maltreatment, negligent entrustment, hiring, supervision or retention of any person, property damage or loss, bodily injury, and death to themselves or others, except to the extent the same arises out of or is the result of the gross negligence, recklessness, intentional misconduct or criminal acts of the Church's employees, volunteers, and other individuals when acting in such capacity and under the supervision of the Church (collectively, "Church Personnel"). The Group agrees that the Church shall not be responsible for the actions of any individual who is acting in a Group-related capacity.
- The Group acknowledges that use of the Church's facilities or vehicles also involves risks incidental to activities on the Church's premises or travel while using Church vehicles, including but not limited to those associated with conduct or other events and mishaps occurring before or after start and end time for the activities or travel, and the Group therefore agrees to accept all such risks, including but not limited to possible negligent, reckless or intentional behavior of participants or others incidental to activities or travel that occur before, during or after Group events, except to the extent the same arises out of or is the result of the actions or conduct of Church Personnel.
- The Group agrees to take reasonable care of the facilities and to abide by all rules and policies applicable to the facilities and their use. The Group agrees to pay all costs associated with the repair, replacement, or special cleaning of any part of the facilities (including but not limited to plumbing, glass, doors, windows, fixtures, appliances, thermostats, heating and air conditioning equipment, lighting, appliances, ice machines, dishwashers, disposals, furniture, accessories, and the like) damaged by the Group, reasonable wear and tear excepted. The Group will place all trash in the appropriate receptacles,

will replace all furniture to its original location and will leave the facilities in good order upon the conclusion on the Group's use.

- In further consideration of the Group being permitted to use the Church's facilities, the Group agrees to indemnify, release, defend and hold harmless the Church and all of its related organizations, clergy, leaders, committees, councils, agents, servants, employees, members and volunteers from and against all claims and suits, seen or unforeseen, arising out of or in any way related to the Group's use of the Church's facilities, which includes, but is not limited to personal injury, child or adult maltreatment, negligent entrustment, hiring, supervision or retention of any person, property damage or loss, bodily injury, and death, to themselves or others, whether intentional, reckless or negligent, that may occur or is in any way related to the Group's use of this facility. Notwithstanding the foregoing, this agreement to indemnify, release, defend and hold harmless, shall not apply (1) to any claims, suits or liability that arise out of or are the result of the sole or gross negligence or intentional conduct of Church Personnel not associated with the Group, or (2) to the extent such indemnification obligation of the Group may be limited or prohibited by applicable law. There is no coverage, indemnify, release, defend and hold harmless for those individuals who commit intentional or criminal acts.

- The Church has advised the Group that the Church is immune from suit under the laws of the State of _____ and that it has not agreed to provide any type of insurance to cover the Group, its participants, or anyone else who may be harmed in any way in association with, or incidental to the Group's use of the Church's facilities. The Group therefore acknowledges and agrees that it is completely responsible for providing appropriate insurance required by the laws of the State of _____, to cover any injury of any sort to Group activity participants and third parties. Further, the Group will procure and maintain throughout the term of this agreement, general liability insurance to cover the Group's contractual obligations under this agreement, with coverage limits of no less than a combined single limit of \$1,000,000, including coverage for bodily injury, property damage liability and contractual liability that lists the Church and all of its agents, servants and employees as additional insureds under such policy and will provide the Church a certificate of insurance prior to the start date of this agreement.

- The Group further acknowledges and agrees that this agreement is intended to be as broad and inclusive as permitted by the laws of the State of [INSERT STATE NAME] and that if any portion hereof is held invalid, the Group agrees that the balance shall, notwithstanding continue in full legal force and effect.

By: _____
(Printed Name of Group's Authorized Representative)

By: _____
(Printed Name of Church's Authorized Representative)

(Signature of Group's Authorized Representative)

(Signature of Church's Authorized Representative)