YMCA of Greater Cincinnati
Facility Usage Agreement

Group:	Cooper High School Swim Team				
Contact:	Caitlin Jones	E-Mail:	caitlin.scheidt@boone.kyschools.us		
Address:	2855 Longbranch Rd.	City/State:	Union, KY	Zip:	41091
Phone:	859-384-5040	Alt. Phone:			
Facility Requested:	R.C. Durr YMCA Indoor Pool				
Dates Requested:	October 5, 2021-February 10, 2022				

Fees: Re: Practices for Cooper High School
Tuesdays 7:30-9:00 p.m. - 3 lanes
Thursdays 8:00-9:00 p.m.- 3 lanes
(does not include Thanksgiving (11/25), Christmas Break (December 21-30))
Rental Rate: $35/hour/lane
Total hours rented 44.5 hours x $35/hour=$1,557.50

Intended Use:

Indoor pool for Cooper High School swim team practice. Team is requesting 3 lanes per practice to be shared with Conner High School the other three lanes.

The reception of a non-refundable deposit of $ 200.00 and this signed agreement in our office confirms reservation. I understand the certificate of insurance is due 2 weeks before event. I understand the balance of payment is due 4/5/2021 and based on actual numbers or 5-day advance estimate of Group's participants, whichever is greater. I have read, understand and agree to abide by the following Terms & Conditions

This Agreement is executed on this 24 day of August, 2021 by and between the YMCA of Greater Cincinnati, referred to as the YMCA, and the Cooper High School, referred to as "Group".

Terms & Conditions

1. **USE OF PREMISES AND SCHEDULE**: During the term of this agreement, unless other arrangements have been made, Group shall use the Facility for conducting a program of its own design and shall comply with all applicable laws, codes, and regulations. Group shall notify the YMCA of Greater Cincinnati in advance of the nature of its

program, and shall supply YMCA of Greater Cincinnati with further information concerning the program upon request.

2. **UTILITIES**: The YMCA of Greater Cincinnati shall provide reasonable water and electricity without additional charge to the Group. Facility usage agreements for outdoor areas may/may not include water and/or electricity.

3. **MAINTENANCE**: The YMCA of Greater Cincinnati shall maintain the Facility in good condition and shall provide janitorial services to the premises and buildings. Group agrees to assist in keeping the Facility clean and shall leave the Facility free of damage, litter, or defacement. No equipment will be taken from the YMCA.

4. **STORED EQUIPMENT**: The YMCA of Greater Cincinnati is not responsible for any Group equipment left or stored on the Facility premises. Group is responsible for securing and storing any equipment.

5. **HEALTH and SAFETY:**
   A. The YMCA of Greater Cincinnati does not provide medical supervision, treatment, maintenance, or dispensing of medications for groups. These responsibilities belong to the Group.
   B. The YMCA of Greater Cincinnati is not responsible responsibility for injuries or illness including, but not limited to Pandemic Influenza and Infectious Diseases, as a result of physical condition or resulting from participation in any athletic activities, sports program, the use of any equipment, exercise, or any other activity at the YMCA.
   C. Group's contact person shall bring and have available at all times a current list of Group participants that includes: name, addresses and emergency contact information. Also, for each Group participant or staff member under the age of 18 and not accompanied by their parent or guardian, an executed form granting permission for the Group or, if necessary, the YMCA, to seek emergency treatment.
   D. Group agrees to complete and submit to the Branch Director a YMCA Incident Report in the event of serious accidents, illnesses, or incidents experienced by members of the Group while present on or using the Facility.
   E. The Group is required to familiarize group with general YMCA Rules (final authority in interpreting said Rules resides with the YMCA Director or designee):

      Prohibited possession, use or practice: alcoholic beverages, tobacco products, non-prescription drugs, inappropriate music, videos, or other materials, pets, bicycles or skate boards, motor bikes or carts, weapons, ammunition, hunting, fireworks and explosives, open flames indoors, graffiti.

      Miscellaneous: No minor shall be left alone with less than two adults (members of the same family excepted). Sexual harassment and bullying are victim-defined and will not be tolerated at the Facility.

   F. The Group is required to familiarize group with **emergency procedures**.
      1. Account for all of your individuals. Keep them together, calm and under control. Watch out for danger.
      2. Direct all questions regarding the YMCA or the Facility from anyone other than the Group to the YMCA manager on duty.
   G. If children are a part of the group, Group agrees to provide adult supervision for all general activities and during all times adhering to the following minimum adult to child ratios:

Children Ages:	Overnight Group	Day Group Only
4-5	1 to 5	1 to 6
6-8	1 to 6	1 to 8
9-14	1 to 8	1 to 10
15-18	1 to 10	1 to 12

H. For groups using the pool, all children under the age of 16 must be successfully swim-tested. Each child/participant must have a signed and completed permission slip in order to participate in any pool activity.

6. **MISCELLANEOUS:**

A. Group warrants that the person signing the Agreement has the authority to execute the Agreement on its behalf.

B. This Agreement may be altered or amended only by written agreement of both parties.

C. The YMCA of Greater Cincinnati reserves the right to require that the Group remove from the Facility any persons in, or in any way connected with, the Group who, in the sole opinion of the YMCA of Greater Cincinnati, are creating a disturbance, risk of injury, threatening or harassing people, disrupting activities on said Facility. Group agrees to permit only authorized persons to enter the Facility and shall take all necessary steps to remove unauthorized persons from the Facility.

D. Group agrees that the total number of participants on the Facility premises will not cause the Facility building maximum capacity to be exceeded at any time.

E. Group understands that the YMCA of Greater Cincinnati is not responsible for personal property lost or stolen while using the YMCA facilities or while on YMCA premises.

7. **INSURANCE:**

The Group shall name the YMCA as Additional Insured and be required to carry Molestation and Abuse Liability coverage, in addition to Professional Liability, Workers' Compensation, Commercial General Liability Coverage and Automobile Coverage, each with policy limits of not less than $1,000,000, which policies must provide for notice of cancellation YMCA. The Group's policy is to be primary and noncontributing. The Group shall provide the YMCA of Greater Cincinnati certificates of insurance evidencing the foregoing required coverage.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE CONSISTENT WITH THIS AGREEMENT THE GROU HEREBY AGREES TO THE FOLLOWING:

The Group, on behalf of itself, its owners, directors, trustees, officers, employees, members, participants, guest, and invitees HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE, AND SHALL INDEMNIFITY, DEFEND AND HOLD HARMLESS the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "Releasees") from and against any and all claims, losses, costs, liabilities, damages, and expenses, including, without limitation, any injury or illness to including, but not limited to Pandemic Influenza and Infectious Diseases, or death of any person, or damage to or loss of property, or any other thing occurring in or about the Facility or relating to

the Group and its activities thereon whether caused in whole or in part by the action or inaction of the Releasees or otherwise .

The Group further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the state where the Facility is located and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IT IS FURTHER MUTUALLY AGREED between the parties that:
(a) The Group shall not violate any city, county, or state law in or about the said premises.
(b) The Group shall not assign this agreement without prior written consent of the YMCA, which consent may be withheld in the YMCA's sole discretion.

THE Group HAS READ AND VOLUNTARILY SIGNS THE Group AGREEMENT AND THE INCORPORATED RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made.

DATED on the day and year set forth above.

THE YMCA OF GREATER CINCINNATI

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By:

Group

_____

By: