

USER is hereby granted use of the above stated facilities to the below limited stated extent:

DATE(S) OF USE _____

TIME OF USE: FROM _____:_____ a.m./p.m. to _____:_____ a.m./p.m.

PURPOSE OF USE (Type of Activity) _____

SPECIAL EQUIPMENT TO BE PROVIDED BY LLRC:

SPECIAL PERSONNEL TO BE PROVIDED BY LLRC:

LLRC is not responsible to provide any special equipment or personnel unless the same has been specifically agreed to by LLRC above.

Other Additional Use Limitations / Agreements:

The undersigned has been given authority to act for and be responsible for the USER making application for use. USER will see that the facilities are not misused or abused, that there is proper adult supervision at all times, that the facilities used in conformity with all guidelines, policies, and procedures of LLRC, and that all other terms of this FACILITIES USE AGREEMENT are adhered to and followed.

The undersigned understands and agrees that this FACILITIES USE AGREEMENT does not establish an employer-employee relationship between USER and LLRC, that the event is neither a conducted event nor a sponsored event of LLRC. In addition, it is understood that LLRC will not exercise any physical or other control over the operation of the event other than those already spelled out in this FACILITIES USE AGREEMENT. In addition, USER understands that LLRC is not providing any supervision by this agreement.

NO OTHER PROMISES OR WARRANTIES

USER understands that no promises are made otherwise than what is contained in this FACILITIES USE AGREEMENT, that no warranties have been made that the facilities will be adequate for USER's planned use, and that USER accepts the facilities in an AS IS condition. **USER to initial box to left.**

USER has inspected the facilities to be used and has independently determined that it is suitable and safe for their particular purpose. **USER to initial box to left.**

EXPRESS RELEASE AND INDEMNITY (Required)

USER waives and releases LLRC from and against any and all claims, demands, actions, causes of action, suits in equity of whatever kind or nature, and any and all damages and liabilities, including personal injury to USER or others and any property damages, arising out of or related to USER's presence on or use of the facilities, regardless of cause or who was at fault, unless caused by LLRC's sole direct active negligence. USER assumes any and all risks associated with any presence on or use of the facilities and acknowledges that this assumption is applicable to any and all risks that might arise with the activity, including those risks known or unknown, inherent or otherwise.

In addition, USER agrees to indemnify, defend, and hold harmless LLRC from and against any and all claims, demands, actions, causes of action, suits in equity of whatever kind or nature, and any and all damages and liabilities, including, without limitation, court costs, expenses and reasonable attorney's fees, related to and including personal injury to USER or others and any property damage, arising out of or related to USER's presence on or use of the facilities, regardless of cause or who was at fault, unless caused by LLRC's sole direct active negligence.

INSURANCE (Check if Required)

USER shall keep in full force and effect, during the entire time utilizing the facilities, a per occurrence policy of comprehensive general liability and property damage coverage (including contractual indemnification coverage) with policy limits of no less than Five Hundred Thousand US Dollars (\$500,000.00) per occurrence. Such insurance coverage shall be issued by insurers reasonably satisfactory to LLRC and name LLRC as an additional insured on a primary and noncontributory basis. Such insurance coverage shall also provide for a waiver of subrogation against LLRC. Prior to using the facilities, USER shall furnish LLRC with a certificate of insurance, certifying that such insurance coverage is in effect. It is the intention of both USER and LLRC that both the general liability and property damage insurance shall insure performance by USER of the express indemnity provision contained herein. However, the limits of such insurance shall not limit the liability of USER hereunder.

[The remainder of this page intentionally left blank. Signature page to follow.]

IN AGREEMENT WITH ALL OF THE FOREGOING, THE PARTIES HEREBY EXECUTE THIS FACILITIES USE AGREEMENT.

USER

LLRC

Signature

Signature

Printed Name

Printed Name

Organization/Title

Title

Date

Date