

**HOWELL TOWN CORPORATION
AGREEMENT
INDEMNIFICATION, HOLD HARMLESS AND RELEASE OF LIABILITY
Sgt. Rocky D. Payne Memorial Center**

Whereas (hereinafter "User") desires to use **Howell Town** (hereinafter "Town") Property or Facilities located at 16020 N. 17400 W., Suite A, Howell, Utah to engage in the following activities: _____ Date: _____ Time: _____
in consideration of Town's willingness to allow User to use said facilities and/or property for a fee of:

Residents

Gym	Upper Area	\$50/day
Both Gym & Upper Area		\$100/day
Gym 1-2 hrs	\$10/hr	
Gym 1-2 hrs	\$30/hr (w/food & kitchen)	

Non-Residents

Gym	Upper Area	\$75/day
Both Gym & Upper Area		\$150/day
Gym Only 1-2 hrs	\$20/hr	
Gym Only 1-2 hrs	\$40/hr (w/food & kitchen)	

I, _____, as a duly authorized agent acting on behalf of the User, herewith agree and promise, Indemnify and hold Town, its officers, agents, officials and employees, and volunteers harmless and release them for and from any liability, costs or expenses arising from any actions, causes of actions, claims for relief, demands, damages, expense, costs, fees, or compensation, whether or not said actions, causes of actions, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitations, all claims of relief which can be set forth through a complaint or otherwise that may arise out of acts or omissions, negligent or other wise of User, Town, and/or their respective officers, agents, officials, members, employees, and volunteers, or any person or persons.

In addition, User agrees to repair, solely at Users Cost, all damages to Town's facilities or equipment arising out of Users use or possession of said facilities or equipment.

In the event User causes damage to facility or property, User agrees that the fee referenced above shall be forfeited as liquidation damages, but shall not be a limit on recovery of damages exceeding the fee. User acknowledges that User has been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into this Indemnification/Hold Harmless/Release of Liability Agreement.

User understands and agrees that, by signing this Indemnification/Hold Harmless/Release of Liability Agreement, that User relinquishes all rights or claims to adjudication or recourse to which User may be entitled in relation to any damages or injury that may arise out of the above described activities.

User warrants that User enters into this agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.

User warrants that User has entered into the releases and waivers contained in this Agreement voluntarily and the User makes them without any duress or undue influence of any nature by any person or entity.

User agrees to assume all risk, chance or hazard that any loss sustained by User or any other person or entity may be greater or more extensive than is known, anticipated or expected.

In addition, User agrees to, leave the rented portion clean; take out the garbage and toilets flushed.

Signature of User

Printed Name of User Agent

Date