Holliday Park Pavilion Rental Terms

Participant Waiver and Release from Liability:
I, (the "Renter"), do hereby RELEASE and forever DISCHARGE the Holliday Park Foundation, Inc., Indianapolis Department of Parks and Recreation and/or Consolidated City of Indianapolis, Indiana (collectively, "City"), and their respective agents, officers and employees, from all claims, demands, damages or claims for relief on account of any and all injury which may exist or which may hereafter arise from my use of any Holliday Park property (the "Use").

The Renter and each other person, corporation, or other organization on whose behalf the Renter is acting, agrees to indemnify and hold harmless the Holliday Park Foundation, Inc., Indianapolis Department of Parks and Recreation and/or City, and their members, officers, agents, employees and contractors from any and all liability, claim, demand, right of action, loss, costs, damages or expenses (including attorney fees) ("Losses") on account of revocation of permission to use any Holliday Park property, or for every injury to, or death of, any person(s) or instance of damage to applicant's property, which injury, death, or Loss arises out for is any way connected with the presence of applicant, applicant's members invitees, agents and employees on the premises of City of Indianapolis and/or Indy Parks and Recreation property.

I affirm under penalties or perjury that I am/are 21 years of age or older, and that I have executed the above foregoing WAIVER AND RELEASE FROM LIABILITY and that such are true and correct to the best of my knowledge and belief on the day I executed this WAIVER. I HAVE READ THIS DOCUMENT AND UNDERSTAND THAT IT IS A PROSPECTIVE WAIVER OF CLAIMS THAT MAY ARISE FROM MY USE OF HOLLIDAY PARK PROPERTY.

Facility Usage Waiver:
Renter shall be liable and responsible for any and all damages and destruction sustained to the leased premises and equipment during the period of this agreement. Renter further agrees to pay the Holliday Park Foundation, Inc. and/or City the actual costs to repair, replace the damaged or destroyed property. Note: Damages will be billed to the Renter and the Renter has 30 days to pay. If the Renter does not pay, the billing will be sent to City Collections. The Renter herby agrees to reimburse the Holliday Park Foundation, Inc. and/or City for any and all costs of collection, including attorney fees.

The following are examples of violations of this Rental Contract: alcohol use, gambling, profanity, dangerous activities, unauthorized vending, excessive guests, excessive noise, or other activities which cause a disturbance to other nearby park activities. Renter agrees to use the facilities renter hereunder solely in accordance with Federal and State laws, City ordinance and Indy Parks rules.

Holliday Park Foundation, Inc. and Indy Parks and Recreation, including the Park Manager and Rangers, retain the right to revoke permission to use any Holliday Park property at any time upon violation of this Agreement or the risk or threat of a violation of this Agreement. If Renter is concerned that his or her event may require special considerations by park staff or Rangers, or may interfere with other park guests, please inquire about the Indy Parks Special Use Committee for approval of planned activities.

Photographic Release:

Furthermore, I grant the Holliday Park Foundation, Inc. and/or the City its representatives and employees the right to take photographs of me, minor children, children under my guardianship, and my property brought onto City properties in connection with activities occurring at and in conjunction with the Holliday Park Foundation, Inc. and Indy Parks and Recreation. I authorize the Holliday Park Foundation, Inc. and City, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that the Holliday Park Foundation, Inc. and/or City may use such photographs of me with our without my name for any lawful purpose, including for example such purposes as publicity, illustration, advertising and web content.