

FACILITY USE AGREEMENT, WAIVER AND RELEASE OF LIABILITY

In consideration of being allowed to utilize EPIC Youth Center facilities, or participate in any way in EPIC Youth Center and Stillwater Ministries athletic sports programs and related events and activities, the undersigned user or organization acknowledges, appreciates, and agrees that:

- The risks of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19, and similar health related concerns) from the activities involved in this program are significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and,
- I (we) KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my/our participation; and,
- I (we) willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I (we) observe any unusual significant hazard during my presence or participation, I (we) will remove myself from participation and bring such to the attention of the nearest official immediately; and,
- 4. I (we), for myself, our organization, and on behalf of our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS EPIC Youth Center and Stillwater Ministries and their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law; and,
- 5. I (we) acknowledge and agree that use of EPIC Youth Center is for the purpose of serving and investing in youth under 18 years of age; and,
- 6. I (we) acknowledge and agree that during our use of EPIC Youth Center, I (we) will incorporate character building time with the youth during our event. In example: using some of EPIC Youth Center's 7 characteristics of courage; humility; self-respect; integrity; responsibility; compassion; and service. Other ideas and recommendations for character development are found on the on the back of this form, and,
- 7. I (we) acknowledge and agree that use of EPIC Youth Centers will not result in a fund-raising or a profit-making event. I (we) also acknowledge and hereby agree, that we are not utilizing the facilities for purposes other than allowed in this agreement and do not consider this agreement to be a 'rental of an event center'; and,
- 8. I (we agree that all adult volunteers and leaders of our events, programs or use times, will submit an application for a Background Check through the Epic Youth Center website.
- I (we) acknowledge and agree that our use of EPIC Youth Center may be charged EPIC Youth Center's amount of normal operating and maintenance costs for the time and use of the facilities. Pre-payment will be made to Stillwater Ministries, who own and operate EPIC Youth Center; and,

The dates of use are:	
The times of use are:	
The use fee will be:	

I (we) HAVE READ THIS FACILITY USE AGREEMENT AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I (we) HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

User -Participant Name:	Date Signed:

Authorized User - Participant Signature: _