

BIRTHDAY PARTY RESERVATION CONTRACT



RELEASE OF LIABILITY AND INDEMNIFICATION

The undersigned responsible party ("Renter") in consideration of the reservation, understands and agrees that the City of Lenexa, Kansas, ("City") is not and shall not be responsible for or liable for any illness or injury to person or for loss of or damage to property which may result from the use of Lenexa Recreation Center ("Facility") and/or participation in any activities or programs relating to or arising out of the reservation. Renter hereby agrees to forever release, indemnify and hold harmless the City, its officials, officers, employees, agents and volunteers from any and all claims of any kind that Renter, or their respective heirs, executors, administrators or assigns may have arising out of the use of the Facility and/or participation in any activities or programs, including but not limited to accidents, injuries, illness, loss of or damage to person or property

Initial: _____

CLEANUP/DAMAGE

Renter shall be responsible for any and all damage or loss that may occur to the Facility and or its equipment and supplies arising out of or relating to this reservation, excluding ordinary wear and tear. The extent of any and all damage and the cost of cleaning, repair or replacement will be determined solely by the City. Renter understands and agrees that the following are prohibited in the Facility: nails, staples, screws, cellophane, any adhesive material, confetti, bubbles, rice, silly string, streamers, glitter, smoke machines, and open-flamed devices. Renter shall be responsible for removing all decorations and personal property from the Facility, picking up and disposing of any loose trash and otherwise leaving the party room in the same condition as was found prior to the reservation.

Initial: _____

PAYMENT AND CANCELLATION

Full payment is due at the time of reservation. Renter may cancel or otherwise request changes to the reservation in person or in writing by e-mail, fax or mailed to the Lenexa Rec Center, 17201 W. 87th St. Pkwy., Lenexa, KS 66219. Renter understands and agrees that a cancellation fee will be charged, as follows, if Renter cancels the reservation:

- **30 to 15 days prior to the reservation date:** \$50 deposit forfeit
- **14 days or less:** Full cost of the reservation

The City reserves the right to cancel a reservation if the Facility is, in the sole judgment of the City, rendered unsuitable for the reservation due to inclement weather, acts of God, or any other legitimate condition beyond the control of the City. In the event of such cancellation by City, Renter will receive a full refund and will not be liable for any fees for the cancelled reservation and the City of Lenexa shall not have any further liability or obligations with regard to the cancelled reservation.

APPLICABLE LAWS, RULES AND/OR REGULATIONS

Any and all laws, regulations, rules and/or other lawful direction given by the City staff governing the use of the Facility shall apply to the reservation including, but not limited to terms and conditions contained on the reservation form. Any violation of applicable laws, regulations, rules and/or other lawful direction received may result in immediate termination of the reservation and removal from the Facility without refund as well as loss of the privilege to reserve city facilities in the future.

DURATION AND SCOPE OF RESERVATION

The Renter agrees to remain on-site for the entire duration of the reservation. The total time of the reservation, as identified on the reservation form, includes any and all set-up, clean-up, transitions between activities, and changing time. Party rooms are only available for use during the time designated on the reservation form and nothing may be stored and or placed in a party room. This reservation does not include the exclusive use of the pool.

By signing this document, I certify that I have carefully read the same and understand the terms and conditions contained herein. I acknowledge and understand this document contains a release of liability and agreement to indemnify the City of Lenexa, Kansas, for all claims or causes of action relating to or arising out of this reservation.

Signature: _____ Date: _____

Print name: _____

FOR INTERNAL USE ONLY
Date & Time: _____
Reservation No.: _____