



APPLICATION FOR USE OF HAZEL BAKER COMMUNITY CENTER  
128 E. 7<sup>th</sup> Ave

**Please read the policies and procedures on the reverse side before filling out application.** Please print clearly. The form has been designed to enable you to fill out the form electronically or print and complete is using a pen.

Date(s) Requested \_\_\_\_\_ Day(s) \_\_\_ Mon \_\_\_ Tues \_\_\_ Wed \_\_\_ Thu \_\_\_ Fri \_\_\_ Sat \_\_\_ Sun

Set-up Time: \_\_\_\_\_ Start Time \_\_\_\_\_ End Time \_\_\_\_\_ Clean Up Time: \_\_\_\_\_

**Description of Event:** \_\_\_\_\_ **Estimated Number of People Attending:** \_\_\_\_\_

Organization: \_\_\_\_\_ For Profit: \_\_\_ Private Individual \_\_\_ School \_\_\_\_\_ Government Agency \_\_\_\_\_

Will there be music? \_\_\_ NO \_\_\_ YES Type of Music? \_\_\_\_\_

Will minors be present? \_\_\_ NO \_\_\_ YES Adequate adult supervision must be present at all times

**\*Organization Name:** \_\_\_\_\_

**\*Applicant's Name:** \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

**WAIVER (Please read below before signing)**

**RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE**

I/We, fully understand that my/our participating in the use of a town facility exposes me/us to risk of personal injury, death or property damage. I/we hereby acknowledge using town facilities and agree to assume such risks.

I/we hereby release, discharge and agree not to sue the Town of Havana, its officers, agents or employees, for any injury, death, damage or loss to persons or property arising out of or in connection with my/our participating in the use of the listed town facility from whatever cause, including the active or passive negligence of a scheduled event or any other participants in the facility use.

In consideration for being permitted to participate in the use of the town facility, I/we hereby agree for myself/ourselves my/our heirs, administrators, executors, successors, and assigns, that I/we shall indemnify and hold harmless the Town of Havana from any and all claims, demands, actions suits or injuries to any person, including participants, members, agents, guests and/or invitees rising out of or in connection with my/our participation in the facility use.

**I/WE HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I/WE ARE AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND WILL SIGN IT ON MY/OUR OWN FREE WILL.**

**Signature of Applicant:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_

Applicant must be at least eighteen (18) years of age to sign agreement:

1. Key for the Hazel Baker Community Center can be picked up same day, before the event, at the Havana Police Department, 121 7<sup>th</sup> Ave East. Key must be returned same day.
2. Application to use the Hazel Baker Community Center must be made on an application form provided by the Town of Havana and submitted prior to the date of the proposed use. Authorization for use less than thirty (30) days or more than one hundred eighty (180) days prior to usage may be granted at the discretion of the Town Manager.
3. The Town of Havana may refuse to reserve or cancel any application for due cause. Written notice, refusal or cancellation with appropriate explanation will be given by the Town not less than seven (7) days prior to the event.
4. Usage must be within the allocated permit time. Permit time schedules and charges include all set-up and clean-up time.
5. Town of Havana sponsored events will retain first priority for use of the facilities.
6. Music and noise are subject to Town noise ordinance, available upon request.
7. No Activity will be permitted which is in violation of local, state or federal statutes.
8. Youth Groups must have adult sponsors who guarantee observance of these rules and regulations. A minimum of one (1) adult per twenty five (25) youth is required at the activity.
9. The presence of and the serving of alcoholic beverages is not permitted on Town premises.
10. The User shall remove all equipment used at the facility immediately after the event.
11. The User shall pick-up and dispose of all trash and debris that results from the User's event.
12. The User shall not park nor allow event guests to park in front of the fire station bays or covered area. Violators shall be towed without notice.
13. The User shall not use the Town of Havana's name to suggest endorsement or sponsorship of the event without prior written approval from the Town of Havana Manager or his/her designee. The user's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
14. The User shall indemnify, defend, and hold harmless the Town of Havana, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with use of the facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the Town of Havana, its officers, employees, or agents.
15. The User shall report in writing any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with the User's use of the Town of Havana's facilities and adjoining property to the Town of Havana's Town Manager or his/her designee as soon as possible.
16. The User waives any right of recovery against the Town of Havana, its officers, employees, and agents for fires, floods, civil disturbances, regulations of any public authority, and other cause beyond their control. User shall not charge results of "acts of God" to the Town of Havana, its officers, employees, or agents.
17. The User waives any right of recovery against the Town of Havana, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with use of the facilities and adjoining property, even if the Town of Havana, its officers, employees, or agents seek recovery against User.