

Facility usage and indemnity agreement (“agreement”)

SCHOOL/ORGANIZATION: Camp River Ridge

FACILITY USER: _____

DATE(S)/TIMES OF FACILITY USAGE: _____

APPROVED FACILITY USAGE/ACTIVITIES (circle all that you are wanting to rent):

- St Joseph’s Lodge and lower camp
- Upper camp

PROPERTY: Camp River Ridge, 6145 Harvey Branch Road, Oldenburg, IN 47036

FEE: Cf. Camp Rental Rates for the corresponding year

1. In exchange for and as consideration in part for authorization to use the Property as specified and defined in this Agreement, the above named and undersigned **FACILITY USER hereby agrees to defend, protect, indemnify and hold harmless the above named SCHOOL/ORGANIZATION, Consolidated Catholic Administrative Services, Inc. or any parties to which the SCHOOL/ORGANIZATION owes indemnity obligations based on use of the PROPERTY against and from all claims, injuries, damages, costs (including attorneys fees incurred by SCHOOL/ORGANIZATION in enforcing this indemnity obligation) arising from or otherwise stemming from its FACILITY USAGE of the above named Property including, but not limited to, the negligence or fault of the above named FACILITY USER or any of its agents, representatives, employees, family members, officers, volunteers, helpers, partners, organizational members or associates. FACILITY USER agrees and understands that this indemnity obligation shall have no limit in time or amount and shall survive completion of activities on DATE(S)/TIME(S) OF FACILITY USAGE.**

As a pre-condition to any approval to use the Property and before any proposed or actual use, FACILITY USER understands and hereby agrees to provide a valid and current certificate of insurance in a form and by a carrier acceptable to the SCHOOL/ORGANIZATION prior to initial DATE(S)/TIME(S) OF FACILITY USAGE, which provides evidence of general liability coverage of not less than two million dollars (\$2,000,000.00) per occurrence, that includes a minimum of two million dollars (\$2,000,000) abuse and molestation liability coverage. Said insurance certificate shall expressly provide that it cannot be cancelled without at least thirty (30) day prior written notice to the SCHOOL/ORGANIZATION. When applicable, FACILITY USER is responsible for screening and completing criminal background checks of its employees, agents, volunteers and contractors. FACILITY USER agrees to maintain statutory workmen’s’ compensation coverage to cover all employees and will provide a certificate of insurance to the SCHOOL/ORGANIZATION. FACILITY USER shall maintain automobile liability insurance for any owned autos, hired autos or non-owned autos used in connection with the FACILITY USER’s usage. Automobile liability coverage should be maintained by the FACILITY USER in the minimum amount of two million dollars (\$2,000,000) combined single limit. FACILITY USER also agrees to name the SCHOOL/ORGANIZATION, Consolidated Catholic Administrative Services, Inc. and all parties with an ownership interest in the Property as “Additional Insured” on its general liability policy for the DATE(S)/TIMES OF FACILITY USAGE with text acceptable to SCHOOL/ORGANIZATION in its reasonable discretion to cover any and all claims which arise out of FACILITY USER’S use or occupation of the Property which are or may be brought against either the SCHOOL/ORGANIZATION or any parties with

an ownership interest in the Property by FACILITY USER'S employees, directors, officers, representatives, volunteers, agents, family members, students, customers, function attendees, guests, invitees, organizational members, associates or any third parties who use or are otherwise on the Property because of the FACILITY USER's activities. FACILITY USER also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against SCHOOL/ORGANIZATION or any parties with an ownership interest in the Property.

If and only if FACILITY USER fails to comply with the above (second) paragraph, then the above named FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above SCHOOL/ORGANIZATION for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the above identified DATE(S)/TIMES OF FACILITY USAGE that is brought against the SCHOOL/ORGANIZATION by the above named FACILITY USER or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates, even if such claim arises from the alleged negligence of the SCHOOL/ORGANIZATION, its employees or agents, or the negligence of any other individual or organization. If any portion of this agreement is held invalid, it is agreed that the balance thereof shall continue in full legal force and effect.

FACILITY USER agrees that it will not engage in or advocate or allow others present at the APPROVED FACILITY USAGE/ACTIVITIES to engage in or advocate behavior objectionable to the SCHOOL/ORGANIZATION, including but not limited to drunken, lewd, profane, or obscene behavior. If SCHOOL/ORGANIZATION personnel observe such behavior, SCHOOL/ORGANIZATION may in its sole discretion, terminate the function immediately without incurring any obligations to refund any fees or security deposits paid to the SCHOOL/ORGANIZATION by FACILITY USER.

SCHOOL/ORGANIZATION is excused without liability from performing this Agreement if, in its sole discretion, the SCHOOL/ORGANIZATION's facilities must be closed on the date or dates of facility usage due to inclement weather, riot, strike, fire, flood, act of terrorism, or any other circumstance over which the SCHOOL/ORGANIZATION cannot reasonably be expected to exercise control. If SCHOOL/ORGANIZATION's facilities must be closed on the date or dates of facility usage, the SCHOOL/ORGANIZATION will make the applicable facility available to FACILITY USER at a later date or dates of SCHOOL/ORGANIZATION's choosing at no extra cost to FACILITY USER if FACILITY USER so desires. SCHOOL/ORGANIZATION expressly reserves the right to cancel the event, at no liability to the SCHOOL/ORGANIZATION and with no obligation to reschedule the event or return any applicable deposit, if FACILITY USER fails to fulfill FACILITY USER'S obligations to carry insurance as provided above.

If any sentence or paragraph of this Facility Usage and Indemnity Agreement is held invalid, it is agreed that the balance thereof shall continue in full force and effect.

2. SAFE ENVIRONMENT POLICY

A. APPLICABLE FOR CATHOLIC SCHOOLS/ORGANIZATIONS:

SCHOOL/ORGANIZATION and all its staff and volunteers renting RIVER RIDGE and/or receiving services from the staff at RIVER RIDGE agree to abide by the Safe Environment policies of the respective diocese of their SCHOOL/ORGANIZATION. For Catholic schools and organizations in the Archdiocese of Indianapolis, such safe environment policy is Safe and Sacred. All RIVER RIDGE staff and volunteers have passed background checks and have been safe environment trained through the Safe and Sacred program of the Archdiocese of Indianapolis, as well as passed background checks from the RIVER RIDGE parent legal organization, Mission Network.

B. APPLICABLE FOR NON-CATHOLIC SCHOOLS/ORGANIZATIONS:

SCHOOL/ORGANIZATION and all its staff and volunteers renting RIVER RIDGE and/or receiving services from the staff at RIVER RIDGE agree to abide by the Safe Environment policies of their own SCHOOL/ORGANIZATION. SCHOOL/ORGANIZATION will not hold RIVER RIDGE accountable to fulfilling the Safe Environment policies of SCHOOL/ORGANIZATION. Furthermore, SCHOOL/ORGANIZATION understand if the staff and volunteers of RIVER RIDGE halt any suspicious activity performed by said SCHOOL/ORGANIZATION while in the premises of RIVER RIDGE.

SIGNED BY: _____

(Authorized Representative of FACILITY USER)

NAME: _____

DATE: _____

SIGNED BY: _____
(Authorized Representative of SCHOOL/ORGANIZATION)

NAME: _____ DATE: _____