

Facility Use Agreement

Name: _____ Event Date (day and date) _____

Community facilities, which include a large activity room, a medium activity room, a small activity room, and craft room, are provided for the use of City sponsored activities, community based organizations, non-profit organizations, private individuals, and commercial groups. We ask that you take a few minutes to read the following information to assist you in utilizing these facilities. If you have any questions, please call the Recreation and Community Services Department office: (562) 430-1073.

Priority Use and Rental Categories

Priority of use for the Community Center is as follows and based on a first come, first served basis:

- I. CIVIC: City operated and/or sponsored/co-sponsored activities followed by Government Entities that are providing a public benefit or service should be able to utilize the facility at no cost (as approved by the City Manager or his/her designee).
- II. LAUSD BASED NON-PROFIT GROUPS OR NON-LAUSD BASED NON-PROFITS (501(c)(3) only: (Non-profit organizations within Los Alamitos Unified School District boundaries or non-profit organizations outside of Los Alamitos Unified School District boundaries).
 - Facility fees are not applicable for Community Based Organizations utilizing facilities Monday – Thursday evenings for board or general membership meetings, or registration activities. (Limited to one (1) per month with no fees)
- III. RESIDENTS OR NON-RESIDENTS - (Private residents or non-residents).
- IV. COMMERCIAL (City of Los Alamitos boundaries based & Non-City of Los Alamitos boundaries based rates): Businesses and profit-making organizations and politically affiliated organizations.

Groups or individuals may, upon request, be required to provide a current roster of members or guest list, complete with addresses.

Policy and Procedures for Community Center Rentals

A FACILITY USE APPLICATION provided by the City of Los Alamitos Recreation and Community Services Department shall be submitted and accompanied by a non-refundable \$40.00 application fee (application fee is NOT applied to total rental fees).

- Application must be received a minimum of thirty (30) calendar days prior to requested use date and will be accepted up to twelve (12) months in advance.
- Applicants will receive a written response within five (5) working days of receipt of application.
- Requests shall not be approved for a period exceeding three (3) months.
- No group shall be permitted more than once a week usage unless a special allowance is granted by the Director of Recreation and Community Services or his/her designee.

Any reservation may be cancelled by the City with written notice for use by City sponsored program. In the event of such a cancellation, notice shall be given as far in advance of the scheduled event as possible, with a full refund of all fees and deposits made.

A. Policy Statement

1. The purpose of the Facility Use Agreement is to ensure that City facilities are utilized for meetings and activities which are recreational, social, educational, or civic in nature, offering services of interest and need to the community. Interpretation of any facility policy shall be made by the Director of Recreation and Community Services or a designated representative.
2. The use of City facilities requires a contract, indemnification agreement and facility use agreement. Contracts and facility use agreements are issued in accordance with the policies outlined below, as established by the City Council, Parks, Recreation & Cultural Arts Commission, and the City.

B. Application Information

1. A facility use contract, which authorizes the rental of facilities, may be revoked for violation of these policies.
2. Agreements and contracts shall not be transferred, assigned, or sublet.
3. Application for facility use must be made by an adult 18 years of age or older who will be present throughout the event and responsible for the activity.

C. Reservations

1. Reservations of facilities must be made at least thirty (30) working days in advance, unless in special circumstances approved by the Director of Recreation and Community Services or his/her designee.
2. It shall be the responsibility of the organization or individual making the reservation to see that unauthorized portion of the facility not be utilized, that the facility is vacated as scheduled and that all trash and other debris is deposited in trash containers or otherwise removed.
3. Reservations shall only be limited to designated areas as agreed upon.
4. Permission to use a City facility is granted subject to the observance of these regulations by the applicant and anyone using the facility in connection with the applicant. Permits may be revoked for violation of these regulations either during the use of a facility or prior to the use of a facility.
5. The applicant must have their Facility Reservation Contract and the Facility Use Agreement with them at the facility during the applicant's use of the facility.
6. Reservations may be made up to 12 months in advance.
7. Rental time includes setup, decorating and cleanup. When actual use of a City facility exceeds the reserved rental period, the applicant shall be charged additional rental time at double the applicable hourly rental fee, in fifteen(15) minute increments, and will not be prorated. Thus, for example, when the use of a City facility runs 20 minutes late, the Applicant will be charged for thirty(30) minutes at a rate that is twice the amount of the regular rental rate. These fees will be deducted from the security deposit, and/or billed to the Applicant if the security deposit has been exhausted.
8. Contract changes (time change and equipment requests only, no date changes) must be requested by contacting the City office where the application was filed at least 14 working days prior to the event date for a contract to use the rooms at the Community Center. Contract changes may warrant additional fees according to the Master fee schedule. A \$25 transfer fee may apply.

D. Multiple Date Reservation

1. Resident non-profit groups making multiple reservations will incur a cancellation fee per contract (day), which will be deducted from the security deposit if notification of cancellation is made less than ten (10) working days in advance of the meeting date and time.
2. Repeat reservations will be contingent upon care of property, equipment and observance of approved rules and regulations.

E. Fees, Deposits and Refunds (refer to schedule for applicable fees and deposit)

1. When a reservation is made in advance of the scheduled event date:
 - a. The \$40 application fee (application fees are **NOT** applicable to rental of the Community Center facilities) and full payment shall be paid 30 calendar days in advance.
 - b. The application fee is non-refundable if the facility use is cancelled or rescheduled by Applicant unless reservation is cancelled by the City.

- c. A \$10 refund fee applies to all refunds given.
2. When a reservation is made 30 days or less of the scheduled event date:
 - a. The application fee, all facility rental fees, and the security deposit will be required in full in order to reserve the facility.
 - b. A full refund of the security deposit may be given when the group complies with subsection "G" below and the appearance of the facility is substantially similar after the event to the condition of the facility before the event, at the discretion of the Director of Recreation and Community Services or his/her designee.
3. All applicable refunds and deposits will be made by check and mailed to the applicant two to four weeks following the event.

F. Cancellations

1. If the reservation is cancelled 15 calendar days or more prior to the event, the City will retain the \$40 application fee and a \$10 refund fee. However, all facility fees, including the security deposit, will be refunded.
2. If cancellation occurs 14 calendar days or less prior to the reservation date, the City will retain all application and facility rental fees, however the security deposit will be refunded minus a \$10 refund fee.
3. If the last day that your cancellation request is due falls on a holiday, we will accept your request on the next business day.
4. If the City cancels the reservation for City use or unforeseen circumstances, a full refund will be issued of all fees.

G. Security Deposit

1. The City reserves the right to retain a portion of, or all of, the security deposit to cover loss, damage, or when the Applicant is non-compliant with the terms of use (i.e., exceeds the reserved rental period of the facility, facility is excessively dirty, etc.). Should the cost of recovery be more than the security deposit on hand, the Applicant is responsible for paying the difference and will be invoiced for such.

H. Refunds

1. A full refund of the security deposit may be given when the group fully complies with the Facility Use Agreement and the appearance of the facility is substantially similar after the event as it was before the event per the Director of Recreation and Community Services sole discretion.
2. All applicable refunds and deposits will be returned to the Applicant. Refunds for deposits will be issued two to four weeks following the event in the form of a check issued by the City. A \$10 refund fee will be applied to all refund requests regarding cancellations.

I. The Facility

1. Facilities and equipment shall be left in the same condition as they were in prior to the activity.
2. Users of the facilities shall observe, obey and comply with all applicable City, County, State and Federal laws, rules and regulations. City facilities shall not be used for the purpose of advancing any doctrine or theory which is considered to be subversive under the Constitution of the United States of America. Violation of any portion of a facility use contract may result in loss of the security deposit and cancellation of the event.
3. Non-profit 501 (c) (3) groups may use the Facility for fundraising activities and charge entrance fees and collect donations provided that a detailed plan of the event, including the expenses, marketing plan and procedure for collecting fees, is submitted with the Facility Use Agreement. Proof of active non-profit status is required at the time of application. Private groups wishing to collect fees, donations or admission charges, or those using the Facility to market a product, give a presentation, or advertise their business, will be considered commercial users.
 - a. Any fundraising activities which include the exchange and/or transfer of money (such as gambling for cash prizes) are not permitted in the Community Center. Alternative reward options may be considered and should be discussed with Recreation Staff prior to event approval.
4. No glitter, rice, confetti, birdseed, or other similar materials may be used in any rooms at the Community Center. Decorations may not be affixed to the walls, doors, windows, window coverings, chairs, brick, wood, painted surfaces or hung from the ceiling.
5. Fog machines, open flames, including candles, or helium balloons are not permitted. Outdoor barbecues are only permitted when pre-authorized by the City through the facility use application process. It is suggested that the patron concentrate on tables and portable room decorations. City facilities are non-smoking facilities and smoking is prohibited within 20 feet from any door or entrance.

6. If the facility fire alarm causes the Fire Authority to be summoned, and it is determined that the applicant or his/her guests were the cause, the full cost associated with the Fire Authority's services will be deducted from the security deposit. If this cost exceeds the amount of the security deposit, the applicant will be billed for the remaining cost of these services.

J. Event Supervision

1. City employees will be assigned to permitted activities and shall have complete authority over the facility, all equipment, participants, and activities, including the authority to request changes in activities or cessation of activities. Applicants, as permit holders, may consult with the City's employee(s) on duty during their use, in regard to their needs, if any.
2. Any non-alcoholic event exceeding 150 guests will require an event security on site for the event.
3. The applicant must be present during the entire rental period and must be available to review both a pre-activity and a post-activity checklist with a City employee. The only exception to this rule is when an honoree (i.e., bride and groom) is the applicant. In this case, the applicant must designate another attendee to review the checklists at the time that the room set up is submitted.

K. Supervision of Minors

1. Groups composed of minors shall be supervised by at least one adult who is 18 years of age or older per 15 minors at all times.
2. Minors must remain in the rented facility room and shall not be allowed to roam unsupervised throughout the facility/outside.

L. Insurance, Liability, Loss & Damage

1. As stated on the indemnification form, which is a part of the contract, the City shall not be liable for any injury to persons or loss or damage of group or individual property which occurs during the use of a City facility.
2. When alcoholic beverages are available for consumption at an event, full liquor liability premiums are to be acquired in addition to the general liability insurance and may be purchased through the City's special event liability group insurance policy at the time that the application is made for the rental of the facility. If insurance is purchased through an outside agency, proof must be provided at the time the application is made for the rental of the facility. The cost of the required liability insurance(s) shall be borne by the applicant.
3. If applicant chooses not to purchase the liability insurance through the City, evidence of required insurance must be provided 30 calendar days prior to scheduled event, no exceptions.
4. Applicants who rent the facility are financially responsible for any damages to property or loss of property, including City property. A fee equal to the total replacement cost for damaged items belonging to the City will be charged to the applicant, in addition to a charge for staff time incurred, and will be deducted from the security deposit. If such charges exceed the security deposit, the applicant will be billed. In addition, the City shall have the right to cancel any additional existing reservations by the applicant and to reject any further applications from the applicant until all charges have been paid.

M. Glass Containers

1. The use of glass bottles for beer, soft drinks or other beverages is prohibited. An exception will be made for champagne, wine and/or liquor being poured from the bar or at the tables by designated servers, when authorized by the City.

N. Available Equipment & Set Up

1. Rental of facilities may include banquet tables, round tables, and up to 200 chairs. A set up diagram is due no less than 30 business days prior to the event for the activity rooms.
2. Staff is not permitted to move any equipment/furnishings supplied by the applicant.
3. Due to limited space, storage for outside rentals will not be permitted.
4. Applicant may not bring in any equipment that cannot be easily carried or rolled into the facility. Equipment cannot be slid across the floor.

O. Animals

1. No animals (except for service animals) will be allowed inside City facilities.

P. Vehicle Parking

1. Vehicle parking is allowed in marked or authorized parking areas only.
2. Vehicles may not drive onto the sidewalk/park.

Q. Use of Alcohol

1. The use of alcoholic beverages is by written permit only and must be requested at the time the facility use application is submitted. The City reserves the right to place restrictions on the use of alcoholic beverages in accordance with State law and these guidelines. "Alcohol use" means the presence of any beverage that contains any amount of alcohol.
2. When alcohol is served, there shall be a minimum of one security guard for every 50 guests, the final number will be determined by the Director of Recreation and Community Services based on set-up needs that match projected attendance. The applicant shall only use a security company from a City-approved list of bonded and licensed security companies possessing a City business license. The guards must arrive 30 minutes before guest arrival time and remain until the contract end time. One guard must be positioned at the entrance of the event and one guard positioned in the event area. The parking lot must be monitored every 30 minutes. The City requires a letter from the City-approved bonded and licensed security firm attesting to their employment at least 30 working days prior to the event. If security is not present at the time that alcohol is to be served, alcohol may not be served until the security arrives. The security guards shall have the authority to enforce all rules and regulations governing facility rentals. In the event that the Police are called, the cost of their services shall be deducted from the applicant's security deposit. The applicant will be billed for any costs exceeding the security deposit.
3. No alcoholic beverage shall be served to any person less than 21 years of age. Injuries caused to any person as a result of alcoholic beverages being served to or consumed by someone under the age of 21 while on the City's premises or as a result of alcohol being available on City premises, shall be the sole responsibility of the organization or individual renting the facility.
4. The distribution or consumption of alcoholic beverages shall be in compliance with all applicable laws. Anyone using City facilities shall be solely responsible for obtaining all required permits or licenses relating to the distribution and consumption of alcoholic beverages on the premises. **Anyone distributing alcohol is prohibited from collecting any monetary tips.**
5. Alcoholic beverages may only be served for a maximum of 6 consecutive hours and shall not be permitted during either decorating/set up or clean up times. A "last call" must take place an hour prior to the event end time indicated on the contract. Consumption of alcoholic beverages is restricted to the rented space only. Alcohol may only be served by an adult 21 years of age or older. If evidence is found that alcohol is being served that was not authorized by the City or to a minor, the Police will be notified and the event will be terminated and all fees and deposits will be forfeited.
6. Champagne and wine can only be opened in the kitchen, must be served and cannot be placed on individual tables. Alcohol cannot be consumed from its original container, unless the original container is an aluminum can, and must be served out of cups or plasticware.
7. Alcohol consumption is only allowed at the Los Alamitos Community, pursuant to an authorization issued by the City. **Sale of alcohol is not permitted.**

R. Selling of Alcohol

1. Private parties, i.e., weddings, anniversaries, birthdays, meetings cannot sell alcohol.

S. Use of Community Center Kitchens

1. The kitchen and its amenities (oven, stove, freezer, and refrigerator) within the Community Center are only available for use with a rental of the Large and Medium Rooms. Pre-approval from staff is required for kitchen usage. Please bring ice chest to keep drinks cold as refrigerated space is limited.

T. Food, Beverages and Entertainment

1. Stains from food and beverages that require professional cleaning, which will result in additional expense to the City, will be charged directly to the applicant.
2. Tubs used to hold drinks must be kept in the kitchen or on a table with towels surrounding the tub to absorb condensation. Tubs shall not be placed on the floor in the event room.

3. Caterers, Entertainers and DJ's being hired to work during facility rentals are required to obtain a business license from the City and provide liability insurance.
4. Food and/or beverages are not allowed in the lobby areas.

U. Facility Clean Up Procedures

1. At least 60 minutes of cleanup time is required for rental of all other rooms.
2. All decorations and catering equipment must be removed and taken away and all trash must be placed in the trash bins as directed by staff.
3. The oven, stove, and refrigerator are available for use during the rental time and must be returned to the same condition as found.
4. All tables, chairs, counter tops, sinks, refrigerators or freezers used must be cleared and wiped down to ensure cleanliness of the facility after use.
5. Any food, beverages or any other items left in the facility will be disposed of.
6. Please bring cleaning materials such as dish soap, sponges, towels to wipe down all surfaces and trash bags.

V. All Facilities

1. City staff is not allowed to accept or sign for any deliveries. If a delivery is made, the City and staff are not responsible for delivered items. Items cannot be left in the facility at the conclusion of the event and must be removed prior to vacating the facility.
2. Applicant must limit the number of guests to the amount specified on the contract underestimated attendance. The number of guests includes band members, caterer and guests. Attendance numbers larger than that stated on the contract may result in the event being terminated early, as directed by City staff. Prior to terminating an event for this reason, City staff will bring this issue to the attention of the applicant to provide applicant with the opportunity to remedy the situation.

W. Community Center

1. Jumpers/bounce houses/moon bounces are not permitted.
2. Food and/or beverages may not be served and are not allowed in the lobby area.
3. The lobby may only be used for check-in tables at the beginning of the event and for no other purposes.

I have read these rental policies in its entirety and understand that non-compliance may result in the cancellation of this reservation and/or non-return of deposit fees.

Signature

Date

Category	Facility	Cost/ Hr. Resident Regular	Cost/ Hr. Resident Extended	Cost/ Hr. Non-Resident Regular	Cost/ Hr. Non-Resident Extended	Security Deposit	Security Deposit w/Alcohol
Cat. II	Small Activity Room (1,200 sq. ft.)	\$35	\$50	\$50	\$65	\$150	\$250
Non-profit	Medium Activity Room (2,400 sq. ft.)	\$45	\$60	\$60	\$75	\$150	\$250
	Large Activity Room (3,600 sq. ft.)	\$55	\$70	\$70	\$85	\$150	\$250
	Craft Room	\$35	\$50	\$50	\$65	\$150	\$250
Cat. III	Small Activity Room (1,200 sq. ft.)	\$50	\$65	\$65	\$80	\$150	\$250
Private	Medium Activity Room (2,400 sq. ft.)	\$70	\$85	\$85	\$100	\$150	\$250
	Large Activity Room (3,600 sq. ft.)	\$90	\$105	\$105	\$120	\$150	\$250
	Craft Room	\$50	\$65	\$65	\$80	\$150	\$250
Cat. IV	Small Activity Room (1,200 sq. ft.)	\$85	\$100	\$100	\$115	\$150	\$250
Commercial	Medium Activity Room (2,400 sq. ft.)	\$110	\$125	\$125	\$140	\$150	\$250
	Large Activity Room (3,600 sq. ft.)	\$135	\$150	\$150	\$165	\$150	\$250
	Craft Room	\$85	\$100	\$100	\$115	\$150	\$250

*All fees are subject to change. Fees determined based on fee study.

***All room rentals require general liability insurance.**

Security Deposit Refundable After Event

SECURITY DEPOSITS ARE IN ADDITION TO THE ABOVE FEES (Deposits are refundable provided all City Policies, Regulations, and Ordinances are adhered to).

Liquor Liability Insurance: Serving Alcohol (Separate from general liability insurance)

Security Guards: Approximate Number 1 Security Guard Per 50 Guests

Assessment of Fees:

Regular Operating Hours are defined as Monday through Thursday, 8 am to 5:00 p.m.

Extended Operating Hours are defined as Monday through Thursday after 5:00 p.m., Friday, Saturday and Sunday 8:00 a.m. to 11:59 p.m.

Additional Fees:

- White Resin Chairs \$3.00/chair
 - Kitchen Use \$50(small), \$75(large)/event date
 - Podium \$25/event date
 - Stage (16 feet by 8 feet) \$150/event date
 - Linens (Limited colors available) \$15/linen
 - PA System \$100/event date
 - Carnival Games \$20/game
 - Canopies (pending availability) \$25/canopy
 - Damage/Replacement Fees (Invoiced after use) New Replacement Cost
- (PLEASE NOTE THAT TABLES AND STANDARD BANQUET CHAIRS ARE INCLUDED IN THE HOURLY FACILITY RENTAL FEE.)**

Reservations will not be taken for most major holidays & major City Events (including but not limited to):

New Year's Eve
New Year's Day
Martin Luther King Jr. Day
President's Day
Weekend of Art in Los Alamitos
Spring Carnival
Easter Sunday
Teen Expo
Senior Prom
Memorial Day
4th of July (Including July 3rd)
Labor Day
Serve Los Al
Race Los Al/Street Fair
Trunk or Treat
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Winter Wonderland
Christmas Eve
Christmas Day

(Office Use Only)
Application Rcvd:
Reservation Date:
Classification:

LOS ALAMITOS COMMUNITY CENTER:

Resident Non-Resident

Small Activity Room Craft Room
 Medium Activity Room w/Alcohol w/o Alcohol
 Large Activity Room w/Kitchen w/o Kitchen

Rental START time: _____ AM/PM Event START time: _____ AM/PM

Rental END time: _____ AM/PM Event END time: _____ AM/PM

REMEMBER: Room fees are based on consecutive hours starting from your RENTAL start time to your RENTAL end time. The time you indicated as your RENTAL start time will be the time you will be allowed to enter the room (NO EXCEPTIONS). One hour of clean up time is required for the Activity Rooms at the Community Center; ½ hour is required for the Meeting, Lounge and Craft Rooms. The facility must be vacated by the RENTAL end time for the reservation.

Your Name: _____

Address: _____ Street/City/Zip Code Email: _____

Day Phone: (____) _____ Evening Phone: (____) _____ Cell Phone: (____) _____

ORGANIZATION/GROUP (if applicable): _____ Phone:(____) _____

Non-Profit Number (provide copy of non-profit status): _____

Address: _____ Street/City/Zip Code

PURPOSE OF EVENT: _____

Estimated Attendance: _____ Fundraising Event: (non-profit only) YES NO

If yes, what will net proceeds be used for? _____

1. Open to the public? YES NO
2. Will alcoholic beverages be served? YES NO What type? _____
3. Alcohol will be served: From: _____ AM/PM To: _____ AM/PM

REMEMBER:

(1)The SALE of alcohol is **NOT** permitted; (2) Alcohol can only be served for a maximum of 6 consecutive hours; (3) Alcohol may NOT be served during your decorating or clean up time; (4) You must purchase additional liability insurance if alcohol is served; (5) Alcohol is NOT permitted outside of the rented room(s); and (6) Consumption of alcohol must end 1 hour prior to conclusion of event.

4. Will a catering service be used: YES NO
If yes, Name: _____ Phone: (____) _____

PAYMENT PURPOSES ONLY

Credit Card #: Exp: _____ CVV: _____

Customer Signature: _____ Date: _____

USE OF CITY FACILITIES INDEMNIFICATION

Use of City Facilities Indemnification: I, _____, hereby certify that I am authorized to sign contracts on my own behalf or that of the organization listed herein which I represent. I further certify that I have read and understand the rules, agreements, conditions, and terms of the City of Los Alamitos Application for use of City Facilities. In consideration for my or my organization's use of the facilities and/or property owned or operated by the City as listed below, I, the undersigned, hereby agree on behalf of myself and/or my organization, if any, as follows:

1. This reservation contract is issued in accordance with the policies outlined in the Facility Use Agreement, as established by the City. I understand that ALL reservation forms **MUST BE SIGNED** before consideration of use approval, that **SUBMISSION OF A RESERVATION REQUEST DOES NOT CONSTITUTE APPROVAL**, and that a copy of my application will be returned to me after approval or denial.
2. I hereby agree that I, my heirs, executors, and assigns, the organization's members and guests and their heirs, executors and assigns will not make claim against, sue, attach the property of, or prosecute the City and its employees, officers, officials, volunteers, agents, and contractors for emotional distress, bodily injury, or death to myself or the organization's members or guests, or property damage arising out of any actions, including negligent acts, by any employees, officers, officials, volunteers, agents, and contractors in connection with my participation in this activity.
3. In addition, I hereby release and discharge the City of Los Alamitos and its employees, officers, officials, volunteers, boards, departments, agents, and contractors from all actions, claims, or demands I, my heirs, distributes, guardians, legal representatives, or assigns now have, or may hereafter have, for emotional distress, bodily injury, or death to myself or property damage resulting from my participation in the activities conducted pursuant to this proposed use of a City facility.
4. In the event of a facility cancellation by the group/person, a charge will be deducted from fees and/or deposit monies collected, as outlined in the Facility Use Agreement.
5. **Release, Waiver and Assumption of Risk** - I fully understand that my/my child's participation in the events/programs/classes/facility/field and park shelter rentals listed below, exposes me/my child/guests to the risk of personal injury, death or property damage. I hereby acknowledge that I/my child/guests am/is voluntarily participating in this events/programs/classes/facility/field and park shelter rentals and agree to assume any such risks. I hereby release, discharge and agree not to sue the City of Los Alamitos or LAUSD or Military Department of the State of California and each of their respective officers, agents, employees, representatives, board members, volunteers and sponsors for any injury, death or damage to or loss of personal property arising out of, or in connection with my/my child's/ guests participation in the event/program/class/facility/field and park shelter rentals from whatever cause, including the active or passive negligence of City of Los Alamitos or LAUSD or Military Department of the State of California and each of their respective officers, agents, employees, representatives, board members, volunteers and sponsors, or any other participants in the events/programs/classes/facility/field and park shelter rentals. The parties to this agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision. In consideration for being permitted to participate in the event/program/class, I hereby agree, for myself, my heirs, administrators, executors, assigns, and agents that I shall indemnify and hold harmless City of Los Alamitos or LAUSD or Military Department of the State of California and each of their respective officers, agents, employees, representatives, board members, volunteers and sponsors, from any and all claims, demands, actions or suits arising out of or in connection with my participation in the event/program/class. I also grant my irrevocable right and permission with respect to photographs, videos, motion pictures, and/or sound recordings being taken of myself/my child/guests. I further certify that said person/minor is in good health and has no physical or other impediment which would endanger him/her from participating in such an activity. I hereby consent to any x-ray, examination, anesthetic, medical or surgical diagnosis or treatment and hospital care to be rendered to myself/my child by a physician or hospital selected by staff for any injury or incident arising out of or connect with this event/program/class. The City of Los Alamitos has put into place preventative measures and protocols to protect program participants from the spread of COVID-19; however, the City of Los Alamitos cannot guarantee that you or your child will not become infected with COVID-19. Further, attending the recreation program could increase your risk and your child's risk of contracting COVID-19. By signing this Liability Release and Assumption of Risk, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child and I may be exposed to or infected by COVID-19 by attending the recreation program and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the recreation program may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the City of Los Alamitos, its officers, agents, and employees, and other program participants and their families. I voluntarily agree to assume all the foregoing risks and accept sole responsibility for any harm, injury,

or damage that may befall my child or myself relating to me or my child's attendance to the recreation program. On my behalf, and on behalf of my child/guests, I hereby release, covenant not to sue, discharge, and hold harmless the City of Los Alamitos, its officers, agents, and employees (collectively "Released Parties") from any and all claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating to my child's attendance to the recreation program ("Claims"). I understand and agree that this Liability Release and Assumption of Risk includes any Claims based on the actions, omissions, or negligence, whether passive or active, of the Released Parties and irrespective of whether a COVID-19 infection occurs before, during, or after me or my child's attendance at events/programs/classes/facility/field and park shelter rentals.

6. I have been given a complete copy of the Facility Use Agreement policy.

I CERTIFY THAT I HAVE RECEIVED, READ AND UNDERSTAND THIS DOCUMENT, THE FACILITY USE AGREEMENT AND ALL OTHER DOCUMENTS GIVEN TO ME BY THE CITY IN CONNECTION WITH MY APPLICATION TO USE A CITY FACILITY. I, THE UNDERSIGNED, ON BEHALF OF THE BELOW-LISTED ORGANIZATION (IF APPLICABLE) DO HEREBY AGREE THAT MY GUESTS AND I WILL ABIDE BY THE POLICIES GOVERNING THE USE OF THIS FACILITY AND WILL BE RESPONSIBLE FOR ANY DAMAGES TO THE FACILITY, FURNITURE, OR EQUIPMENT CAUSED BY OUR OCCUPANCY OF THE PREMISES.

NAME (Please Print): _____

APPLICANT'S SIGNATURE: _____ DATE: _____

ORGANIZATION/GROUP: _____

Day Phone Number: (_____) _____ Cell Phone Number: (_____) _____