

Western Sun Lodge No. 91, F. & A.M.

P.O. Box 91 ~ Wheelersburg, OH 45694 ~ 740-574-6212

ACCIDENT WAIVER AND RELEASE OF LIABILITY AND DAMAGES TO THE LODGE

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS EVENT ROOM RENTAL,

including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, guest of my event, and assigns as follows: (A) **I WAIVE, RELEASE, AND DISCHARGE** from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event. **THE FOLLOWING ENTITIES OR PERSONS:** Western Sun Masonic Lodge No. 91 and/or their Trustees, officers, and members: (B) **INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE** the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise. I acknowledge that Western Sun Masonic Lodge No. 91 and/or their Trustees, officers, and members are **NOT** responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf. The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I HEREBY AGREE TO THE FOLLOWING:

- I agree to pay a \$50 deposit (includes cleaning) plus \$100 per day to Western Sun Lodge No. 91 for the use of the 2nd floor space located at the corner of 11800 Gallia Pike, Wheelersburg, OH 45694.
- I furthermore agree that for any damage caused to the room, building property, equipment, or assets belonging to the Western Sun Masonic Lodge No. 91 and/or their Trustees, officers, and its members, I forfeit my deposit and agree to pay the cost of repairs or replacement of said property or asset.
- I agree that neither I nor my attendees will use or possess alcohol or drugs on said property and I understand that there is no smoking allowed inside the building.
- I agree that I will return the room to its original condition when finished.
- I agree that if I cancel my event, I will forfeit my deposit and consider it a donation to the Western Sun Masonic Lodge No. 91 for its numerous charities.
- I agree that I will always keep my attendees on the 2nd floor unless leaving the premises, at which time they can exit down the stairs through the double doors or the elevator and I will not allow anyone attending my event, to go to the third floor of the Masonic Temple for any reason either by stairs or elevator.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT, I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Name of the person renting the room (Please Print): _____

Signature: _____ Date: _____

Western Sun Lodge #91 Representative: _____

Date

RECEIPT:

Total funds received: \$ _____ Date: _____

Received by: _____

_____ Cash _____ Check _____ Online

(A copy of this document to be given to the event planner)