



**— FACILITY RENTAL POLICIES —
WIMS CENTER**

APPLICATION PROCESS

1. Any persons or organization seeking to rent the Wims Center or any portion of it (the "Facility") must submit a completed Facility Rental Agreement along with the \$50.00 Application Fee to the Office of the Stewart County Board of Commissioners **at least 10 business days** prior to the event.
2. The Facility Rental Agreement is an Application to rent the Facility. Once an authorized County official accepts and signs the Application, the Agreement becomes a contract between the Renter and the County. Renters must submit payment of the Security Deposit, Rental Fee, and Security Fee **at least 5 business days** prior to the event.
3. All fees may be paid in the form of cash, check, or money order. Upon payment of all fees, the County will issue a copy of the signed Facility Rental Agreement to the Renter. Possession of a signed and approved Facility Rental Agreement will serve as a permit to use the Facility, or a portion thereof, on the requested dates and times.
4. The Stewart County Board of Education has priority use of the athletic fields. The County and its departments have priority use of all other areas of the Facility and has second priority to the athletic fields. Otherwise, the Facility is available for reservation on a first-come, first-served basis.

PROHIBITED USES

5. Reservations are revocable at any time for violation of federal, state, or local law. Likewise, events may be terminated for any such violation.
6. The following activities are prohibited on or at the Facility and shall be cause for immediate termination of Renter's event with no refund of fees:
 - a. Sale, use, or possession of illegal drugs or other "controlled substances" defined under the most current list of schedules in Title 21 of the Code of Federal Regulations §§ 1308.11 through 1308.15 (*including, for example: heroin, marijuana, synthetic marijuana, oxycodone, amphetamine, methamphetamine, pentobarbital*);
 - b. Sale, use, or possession of alcohol or tobacco products;
 - c. Damaging or defacing property;
 - d. Camping or lodging;
 - e. Use or parking of vehicles in areas other than designated parking lots;
 - f. Use or discharge of firearms, bows, crossbows, slingshots, blowguns, or similar weapons except when made in protection of a person's life or property.



1764 Broad St., Lumpkin, GA 31815

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7. The following activities are prohibited on or at the Facility and shall be cause for immediate termination of Renter's event with no refund of fees *unless* authorized by a written permit issued by the County Board of Commissioners:
- Fireworks;
 - Live bands or sound amplification devices;
 - Temporary carnival or amusement rides or inflatables;
 - Vending, fundraising activities and/or any political rallies or events;
 - Pets, on or off leash (this does not include service animals)

CLEAN UP

- Reservation times should include time for setting up before an event and cleaning up afterwards.
- The Facility is rented "as-is." No concessions can be made in reference to any changes, preparations, or upgrades to the requested rental area.
- Renters are responsible for the clean-up of the area(s) utilized or additional fees will be assessed and applied against the Security Deposit.
- All areas of the Facility must be left in their original condition and location. However, Renters shall not perform field maintenance on any field or court.
- All trash must be placed in a trash receptacle, including discarded decorations.
- Restroom facilities used should also be checked for cleanliness.

SECURITY

- The County reserves the right to require that Renter supply or pay for a specific number of security officials during their rental. The County may, for example, require the presence of two or more deputy sheriffs, each at the cost of \$25.00 per hour.

INSURANCE AND WAIVER OF LIABILITY

- The County reserves the right to require Proof of Liability Insurance from Renter. If Proof of Insurance is required, the **Insurance Requirements** that are in **Appendix A** to this Policy must be submitted to the Office of the County Board of Commissioners **at least 5 business days** prior to the event.
- The County reserves the right to require that attendees of Renter's event sign the **Waiver of Liability** that is **Appendix B** to this Policy.
- Any children participating in organized sports or other seasonal recreational activities must provide a completed Youth Sports/Recreation Registration Form, as contained in **Appendix C** to this Policy.



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**– WAIVER AND RELEASE OF LIABILITY –
APPENDIX B TO FACILITY RENTAL POLICIES**

In consideration of the risk of injury while participating in sports or events at the Stewart County Wims Center (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge the government of Stewart County, Georgia, including its directors, officers, affiliates, managers, members, agents, attorneys, staff, employees, volunteers, heirs, representatives, predecessors, successors, and assigns ("Stewart County"), for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, or economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold Stewart County harmless against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Stewart County incurs any of these types of expenses, I agree to reimburse Stewart County.

I acknowledge that Stewart County is not responsible for errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of Stewart County.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic, and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, sponsors and/or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE STEWART COUNTY (WHICH INCLUDES THE COUNTY'S DIRECTORS, OFFICERS, AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, EMPLOYEES, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS, AND ASSIGNS) FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION, AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST THE COUNTY FOR PERSONAL INJURY OR PROPERTY DAMAGE.



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To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Stewart County.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Waiver and Release was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the undersigned Participant and Stewart County agree that this Waiver and Release is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this document, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any term, condition, phrase, or portion of this Waiver and Release is determined to be void, invalid, unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties.

If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact 1:

Name: _____ Relationship to Participant: _____ Phone: _____

Emergency Contact 2:

Name: _____ Relationship to Participant: _____ Phone: _____

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement of my own free will. I certify that I have read this agreement, that I fully understand its content, and that this release can only be modified by written agreement with Stewart County. I am aware that this is a release of liability and a contract in consideration of my ability to participate in the Activity.

Participant's Name (please print): _____

Participant's Address: _____

Participant's Phone Number: _____

Signature of Participant: _____

Date: _____



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- YOUTH SPORTS/RECREATION REGISTRATION FORM - APPENDIX C TO FACILITY RENTAL POLICIES

Sport/Activity: _____

Name (Last) _____ (First) _____ (Middle) _____

DOB: _____ Gender: _____ Home Phone: _____ Cell Phone: _____

Street Address (E911): _____

City: _____ State: _____ ZIP Code: _____

Emergency Contact (e.g. parent/guardian): _____ Phone: _____

Emergency Contact (e.g. parent/guardian): _____ Phone: _____

Child's Physical Condition (List any physical or mental handicaps or diseases such as epilepsy, heart murmur, rheumatic fever, etc. which your child may have or any other special medical information which may affect your child's participation. Stewart County recommends that any child participating in the activity set forth above receive a complete physical examination by a physician):

Health Insurance: YES or NO Name of Insurance: _____

Uniform size: Shirt: _____ Shorts: _____

Registration fee for the season is **\$40.00** this includes the cost of uniforms. A service charge of \$20.00 will be charged for all returned checks plus any bank charges. By signing below, you are assuming the responsibility for the registration fee and authorizing the purchase of a uniform.

A copy of the players Birth Certificate must be provided before first game.



**– INSURANCE REQUIREMENTS FOR FACILITY RENTAL –
APPENDIX A TO FACILITY RENTAL POLICIES**

1. General Liability Insurance: Each Occurrence - \$1,000,000
2. Stewart County Board of Commissioners should be shown as an additional insured on General Liability Policies.
3. The cancellation provision should provide 10 days' notice for non-payment and 30 days' notice of cancellation.
4. Certificate Holder should read:

Stewart County Board of Commissioners
P.O. Box 157
1764 Broad St,
Lumpkin, GA 31815
5. The insurance company must be licensed to do business by the Georgia Department of Insurance.
6. Renter shall agree to provide complete certified copies of current insurance policy/policies or a certified letter from the insurance company/companies if requested by the County to verify compliance with these insurance requirements.
7. All insurance coverages required to be provided by the Renter will be primary over any insurance program carried by the County.
8. Renter shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from the utilization of County facilities.
9. Compliance by Renter with the foregoing requirements as to carrying insurance shall not relieve Renter of its representations and responsibilities under the provisions of the Facility Rental Agreement or the Facility Rental Policies.
10. Renter shall at a minimum apply acceptable risk management practices.



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PARENTAL ACKNOWLEDGMENT AND WAIVER:

I/We, the parent(s) of the above named child, do hereby certify to the government of Stewart and the Stewart County Board of Education ("Stewart County") that my/our child is physically and emotionally fit to participate in the activity set forth above. I/We understand that participation requires practice, conditioning, and perseverance. Specifically, I/We recognize that participation in such activity requires physical and mental endurance, and that participation in the activity will require exertion on behalf of my/our child, and that such exertion includes, but is not limited to, cardiovascular and muscular exertion and effort.

I/We acknowledge that the Stewart County has not made, and cannot make, any determination as to my/our child's medical condition or fitness to participate in sports or activities. I/We acknowledge that I/We have provided Stewart County with any special medical information which may affect my/our child's participation.

I/We, the parent(s) of the above named child, hereby give my/our approval for his/her participation in activities during the current season. I/We assume all risks and hazards incidental to the conduct of the activities as well as transportation to and from activities.

I/We do further hereby release, absolve, indemnify, and hold harmless Stewart County, the organizers of the activity, sponsors, coaches, officiators, and supervisors from any and all claims, of any nature whatsoever, whether at law or in equity, arising out of or in any way related to the activity set forth above.

I/We, the parents of the above named child, hereby give my/our permission to the person in charge of the activity to take my/our child to the doctor or hospital in case of injury. I/We understand I/We will be responsible for any and all costs incurred by emergency transportation or medical treatment provided.

Signature of Parent or Guardian: _____

Date: _____

Signature of Parent or Guardian: _____

Date: _____

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OFFICE USE ONLY: Check #: _____ Cash _____ Receipt #: _____