

## **CJ Heat Court Rental Contract Agreement / Release and Liability Waiver**

The renter(s) will use the CJ Heat facility for Volleyball activities, which includes volleyball practice, volleyball training, or Volleyball play for fun. The facility will not be used for any other purpose unless written consent is given by CJ Heat.

The renter may elect to provide an alternate (adult) contact (hereinafter referred to as Contact) The contact/renter shall be CJ Heat's main point of contact, but the renter will still remain fully responsible/liable for all rental sessions that they reserve from CJ Heat.

1. As the renter, I understand and agree that I am only to use the court/courts that I have rented and I am responsible for the payment of any other court used by any person in my group for any amount of time.
2. As the renter, I understand and agree that my rental time starts and ends at the originally agreed upon day/time. If I use the court longer than my contracted time, I agree to pay for the court, to the next 1hr time interval.
3. As the renter, I understand and agree that there is to be no food, alcohol or drugs brought onto the premises for consumption inside or outside of the facility. As renter I acknowledge that minors should not be present during such actions.
4. As the renter, I understand that if I do not adhere to the policies detailed in the rental agreement, that I am forfeiting any and all future rentals that are paid for, based on the owners of CJ Heat, judgement.
5. As the renter, I understand that there is a maximum occupancy of 25 people per court area (Maximum facility occupancy of 50 people)

### **USE OF RENTAL**

Use of the Rental area. CJ Heat hereby grants to Renter permission to use the Rental area for uses in connection with the Event, during the dates and times specified upon rental agreement. In using the rental area, renter shall abide by all of the conditions of this Agreement. Renter shall not make any alterations or improvements to the Rental area, or install any signs, floor coverings or fixtures, without CJ Heat's written approval. CJ Heat shall have the right to enter the rental area at all times to inspect and confirm renter's compliance with the terms of this Agreement. All other portions of the facility, other than the Rental area, will remain under CJ Heat 's control and may be used for any and all purposes, as CJ Heat may deem.

### **RENTERS RESPONSIBILITIES**

Renter acknowledges that the facility is to best of CJ Heat 's ability clear of normal waste. Renter agrees to maintain the facilities cleanliness by removing any waste including but not limited to any bottles or items brought in by their clients or patrons.

If the facility is left in a less than favorable manner, CJ Heat may clean the facility and charge back the renter for the cost of the cleaning.

Damage to any equipment/facility caused by the renter or any of its clients or patrons will be charged back to the renter. Renter shall notify CJ Heat in the event that during the course of play, some equipment or the facility was damaged.

### **CANCELLATION / RENTAL REFUND POLICY**

- All cancellation requests must be received and acknowledged by CJ Heat 30 days or more prior to the rental date.
- Approved cancelation will be rescheduled to a future available date and time.
- All payments, including deposits, are non-refundable.
- If for any reason the facility is forced to close, the customer shall receive a facility credit toward a future rental date.

## **RELEASE AND LIABILITY WAIVER**

WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS, READ IT CAREFULLY.

**VOLLEYBALL ACTIVITIES:** Includes but is not limited to sports, fitness, functions, instructions, use of the facilities, participation in programs, and services provided to its members by Central Jersey Heat, its officers, directors, agents, representatives, volunteers and employees, herein afterward collectively referred to "CJH".

**ACKNOWLEDGEMENT OF RISK:** the renter is aware that there are inherent and significant risks ("Risks") associated with participation in Volleyball activities. The renter is aware that those Risks include but are not limited to the potential for serious injury caused by any event or any condition of the facility or equipment and health risks. The renter understands these risks may be relative to the participant's own state of fitness and health (physical, mental and emotional), and to the awareness, care and skill with which they conduct themselves while participating in these activities. The renter freely accepts and fully assumes all responsibility for any and all risks and possibilities of injury, death, property damage or loss resulting from themselves and/or any one of their participants or attendees while participating or viewing these activities and holds CJH harmless and the renter will assume all financial responsibilities related and including fees to cover any and all financial fees for legal representation for CJH if needed.

The renter agrees that although CJH has taken steps to reduce the risks and increase safety of these activities, it is not possible for CJH to make the activities completely safe. The renter accepts these risks and agrees to the terms of this waiver even if CJH is found to be negligent or in breach of any duty or care or any obligation.

## **HEALTH ACKNOWLEDGMENT**

The renter acknowledges that Volleyball has vigorous activities. The renter hereby warrants that to the best of their knowledge; all of their attendees are in good health and able to participate in these activities. The risk to have contact with other individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies does exist. The renter acknowledges that it is impossible to eliminate the risk and any and all attendees can be exposed to and/or become infected through contact with or due to close proximity of an individual with a communicable disease.

## **MEDICAL EMERGENCY**

In the event of an emergency, the renter hereby gives permission to their Contact or CJH to contact medical personnel to transport any and all attendees to a hospital for emergency medical and/or

surgical treatment. The renter assumes any and all responsibilities related to the treatment and transport of the attendee.

**CONFIRMATION**

The renter confirms that they are responsible for any individual attending the facility during their rental period. The renter has had sufficient time to read and understand each term in this waiver in its entirety and have agreed to the terms freely and voluntarily. The renter understands that this waiver is binding to myself (The Renter), any participant or attendee, our heirs, successors, and or assigns.

By signing this document, you the "Renter" agrees and accepts the terms and conditions in this agreement for this and all future court rentals

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Renter Contact Information:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Cell Pone

\_\_\_\_\_  
Email