



KAYENTA CHAPTER

PO Box 1088

Kayenta, Navajo Nation Arizona 86033

PH: 928-697-5520 FAX: 928-697-5524



WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to hold an event on the property of Kayenta Chapter House, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Kayenta Chapter House (hereinafter referred to as RELEASES) from any and all liability, claims, demands, actions, and causes of actions whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any event participant, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.
2. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASES from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releases may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OR RELEASES or otherwise, to the fullest extent allowed by the law.
3. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and event participants, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Arizona and the Navajo Nation Reservation.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have and read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Name: _____

Signature: _____

IN WITNESS WHEREOF, I have signed this Waiver and Agreement on this _____ day of _____,

202___. WITNESS: Name (Print)_____

CERTIFICATE OF INSURANCE: memo requesting for COI should be emailed to [nnriskmanagementprogram@yahoo.com](mailto:nriskmanagementprogram@yahoo.com) 10-day advance notice. Kelly contacted for this info 871.6335

CERT of INS Venders:

- **Gallup:**
 - Bubany Insurance Agency, Inc. 311 So. 3rd St.; 505-863-3836
- **Page:**
 - Guardian Risk Management & Insurance: 928-551-0710; PO Box 3804; Page, AZ 86040. PH:928-645-6973; Teresa E. Bumgaurdner; Insurance Agent/Broker

Regular hours of operation are Monday-Friday: 8am-5pm; Rentals hours of use must include set-up, decorating and clean up time.

Be aware of:

- Not cleaning up all material that was part of the event (including food and trash) or not checking out w/KCH staff before leaving.
- Anyone consuming alcoholic beverages, in vehicles, in parking lot. Alcoholic beverage containers found in parking lot area.
- Fighting or any other physical violence. Threatening KCH personnel.
- If KCH staff deems an event is unsafe, requiring public safety intervention, Police Department will be notified.
- Falsifying application or any required documents.
- Theft of KCH property.
- Over maximum capacity of reserved room or attendance listed on application.
- Youth without an adult sponsor (21 years of age or older). Minors must be chaperoned.

Inform staff of any food or drink spills for immediate clean-up. Sunflower seeds, gum and candy create cleanup problems. It is your responsibility to clean up these items from floors. KCH currently does not allow any alcohol on its premises.

Insurance Certificate

Certificate of Liability Insurance is required. Waiver of KCH Liability is required in lieu of Certificate of Insurance.

Cancellation Deadline: cancellation deadline will be submitted twenty-four hours before event date/time.



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KAYENTA CHAPTER FACILITY RENTAL AGREEMENT

NAME OF RENTER: _____ DATE: _____

ADDRESS: _____ CONTACT #: _____

CITY: _____ STATE: _____ ZIP: _____

DATE TO BE USED: _____ TIME: _____ TO _____

PURPOSE OF RENTAL: _____

EVENT	Kayenta Chapter Registered Member	Non-Registered Member(s)
Birthdays, Receptions, Dinners, School/Family Reunion, Churches and etc.	\$111.00+6% tax = \$117.66 (5hrs or less) \$222.00 + 6% tax = \$235.32 (5hrs or more)	\$450.00 + 6% tax = \$477.00 With other event(s), additional charge(s) will apply
Cake Walks/Bingo	\$111.00 + 6% tax = \$117.66 (5hrs or less) \$222.00 + 6% tax = \$ 235.32 (5hrs or more)	\$150.00 + 6% tax = \$159.00 (5hrs or less) \$300.00 + 6% tax = \$318.00 (5hrs or more)
Navajo Nation Depts., Entities and Non-Profit Agencies	\$37.50 + 6% tax = \$39.75 (All Day)	
Rodeo Ground Rental	Half Day: \$400.00/day Full Day: \$800.00/day	Half Day: \$500.00 Full Day: \$900.00
	\$30.00 Cleaning Fee	

*****MONEY ORDERS ONLY*****

*****N.N. SALES TAX OF 6% ARE IMPOSED ON ALL RENTAL FEES*****

The terms and conditions of this agreement for use of the Chapter Facility and Property is issued to the above-mentioned Name/Organization on the stated date and for the specific purpose. The user of the facility will comply with all terms and conditions of this agreement and the Chapter Facility and Property Policies and Procedures set forth by KAYENTA CHAPTER.

The user of the Rodeo Grounds will be responsible for cleaning the facility prior to leaving the site (or you may be given a penalty for future usage). The Kayenta Chapter will not be held responsible for any injuries, accidents, damages, lost or stolen items that may occur from or during usage if the facility or property. If one or more parts of the agreement are not met, the Chapter will forward for collection through the Navajo Nation Court.

Initial: _____ (Your initials will indicate that the user has read through and understood items)

Waiver of Liability

Hold Harmless Agreement

MUST INITIAL AND FOLLOW ALL REQUIREMENTS BELOW:

_____ WILL NOT ALLOW THE POSSESSION OF USAGE OF DRUGS AND ALCOHOL ON CHAPTER PROPERTY/GROUNDS OR BE UNDER THE INFLUENCE ON CHAPTER PROPERTY.

_____ PROVIDE A WRITTEN REPORT ON ANY DAMAGES TO THE FACILITY AND/OR STOLEN PROPERTY TO CHAPTER ADMINISTRATION IMMEDIATELY.

_____ RENTAL FEES MUST BE PAID BEDORE USAGE OF THE FACILITY.

_____ PAY AND REPLACE DAMAGED, LOSS OR STOLEN RENTED ITEMS.

_____ REPORT ANY AND ALL INJURIES.

RODEO GROUNDS RENTERS:

_____ EMPTY TRASH INTO PLASTICS BAGS AND DISPOSE IT PROPERLY.

_____ REMOVE ALL DECORATIONS, STAPLES, TAPE AND TACKS.

_____ FOR INSURANCE PURPOSE WILL PRACTICE ALL NECESSARY SAFETY PRECAUIONS.

_____ COMPLY WITH ALL CURFEW LAW/REGULATIONS, STAYING WITHIN REASONABLE HOURS.

I HAVE READ THE ABOVE TERMS OF THIS AGREEMENT AND FULLY UNDERSTAND THAT BY INITIALING, IT SIGNIFIES THAT I REPRESENT THE PERSON/ORGANIZATION AND HAVE THE RESPONSIBILITY TO ENTER IN THIS AGREEMENT FOR USE OF THE CHAPTER FACILITY. I WILL BELIABLE FOR ANY ADDITIONAL COSTS OVER THE AMOUNT OF THE DEPOSIT AMOUNT. CHAPTER ADMINISTRATIVE STAFF WILL INSPECT FACILITY AND EQUIPMENT AFTER EVENT.

PRINT NAME

SIGNATURE OF REQUESTER

DATE

CHAPTER MANAGER