

## Terms & Conditions

1. **Term:** All room rental bookings online are subject to confirmation of availability. Rental Term includes setup, event, and event cleanup. Access to the rental room is limited to the day of event only and is limited to normal facility operating hours. Renter must vacate premises in a broom-clean condition before the normal closing hours of facility on the day of event. Failure to timely vacate the facility will result in a \$250/hour surcharge to Renter.
2. **Deposit & Fees:** Renter agrees to the Security Deposit and Rental Fee upon execution of this Agreement. Security Deposit shall be returned to the Renter within thirty (30) business days from end of rental, provided there are no damages, deductions, surcharges, or additional fees as described in this Agreement.
3. **Damages:** In the event of damage to the venue and/or any KVIC property caused by the Renter or Renter's family, guests, employees, or invitees, KVIC may deduct from Renters Security Deposit all costs to repair such damages. The Renter remains liable for all damages exceeding the amount of the Security Deposit and agrees to pay the repair/replacement costs within twenty (20) days of the invoice date.
4. **Liquor Policy:** No alcoholic beverages are allowed on the premises. Violation of this provision will result in forfeiture of deposit and potential early cancellation of event, without refund.
5. **Illegal Use:** The Renter shall not use the premises for any illegal activity/purpose. Renter shall comply with all State & Local fire, occupancy, health ordinances, rules, and orders, including but not limited to, any COVID-19 or similar mandates. KVIC has the right to immediately terminate the event (prior to completion) if Renter violates the above referenced conditions or if any illegal activity is present. This includes, but is not limited to, the Renter, its guests, family, invitees, or employees bringing alcoholic beverages onto the premises and/or serving underage guests.
6. **Cleaning:** Renter is responsible for cleaning up and return the room to a broom-clean condition. If Renter fails to remove trash and/or clean at the end of the rental event, KVIC will clean and bill Renter at a rate of \$40 per/hour. Such charges shall be deducted from Renters Security Deposit. Spills and/or stains that require carpet cleaning will be billed to Renter or deducted from deposit at actual cost incurred.
7. **Selling products onsite prohibited:** Renter shall not sell products or services onsite without the prior written permission of KVIC.
8. **No "Gate", "Door", or "Admission" Fees:** Renter may not charge any type of admission, gate, door, or similar fee for entry without the prior written permission of KVIC.
9. **Non-exclusive Use:** Renter understands that KVIC is a public facility where other activities & functions may take place in other areas of the facility during their rental period. These activities include other room rentals, hockey games, public skating sessions, black-light skates, hockey practices and other similar events. Such other events may create noise, music (in the main arena area), applause, spectator noise, traffic, and dimming of main arena lights. Renter shall have exclusive access and control of their rental room, along with non-exclusive access to the nearest restrooms, but otherwise acknowledges these types of events shall continue as schedule throughout the Ice Centre facility.
10. **Assignment:** This Agreement shall not be assigned without written approval of KVIC.
11. **Decorations/Alterations:** Renter shall make no alterations to the Room or make any other changes without prior written consent of KVIC. No nails, pins, duct tape (or other tape that may damage walls), wall hangings or decorations may be applied to walls, doors, or windows. Table decorations and other Free-standing screens may be utilized.
12. **No Smoking:** Smoking is not permitted inside the facility or anywhere on the premises.
13. **Fire Escapes/doorways:** Renter will keep pathways to emergency exits, doors, stairs, and hallways free and clear at all times. Main hallway and stairs shall be kept clear of all tables, chairs, or other obstructions.
14. **Elevator & Fire Alarms:** Renter shall be responsible for all costs incurred for false elevator and/or fire alarms caused by their members, guests, or invitees. Children must be supervised at all times.
15. **Condition of Premises:** Renter agrees that they have examined the premises and they are in good order & repair. Renter accepts premises in its current condition and agrees to notify KVIC if any unsafe or hazardous condition occurs. KVIC will provide tables and chairs on request. Setup, table coverings, serving & dishware, and any desired decorations are responsibility of Renter.
16. **Cancellation:** KVIC will reserve space for Renter upon execution of this Agreement and receipt of all fees herein. If Renter cancels event at least 45 days before the event date, they may receive back their Rental Fee, but shall forfeit their Deposit. If Renter cancels within 45 days and before the date of the event, they may receive back their deposit, but will forfeit their Rental Fee.
17. **Entire Agreement:** This document shall represent the entire agreement between the parties and shall not be modified without the prior written approval of both parties. There are no oral or verbal agreements. In the event any part of this Agreement is found to be unenforceable, the remainder shall continue in full force & effect.

18. **Collection costs/Attorney Fees:** In the event it becomes necessary for KVIC to take any collection action and/or employ an attorney to collect any sum referenced in this Agreement or to enforce any of its terms, Renter shall reimburse KVIC for any and all such costs and fees incurred, including reasonable attorney's fees and costs. Venue for any dispute shall be King County, WA.
19. **LIABILITY RELEASE/HOLD HARMLESS:** By accepting this Agreement, I warrant that I have authority to execute this Agreement on behalf of myself/the company and agree to all of its terms & conditions, including the Waiver & Release below.

**20. WAIVER and RELEASE**

This Agreement is by and between the aforementioned Renter, on behalf of itself, its Members, Guests, and Invitees, ("Participant"), and the Urban Landmark Corporation d.b.a Kent Valley Ice Centre ("Ice Centre") its/their parents, subsidiaries, affiliates, directors, officers, employees, agents, heirs and assigns. In consideration for the opportunity to enter, rent, attend, volunteer and/or participate in the Activity or Activities offered, provided or made available by the Ice Centre (KVIC), Participant certifies, warrants, represents and agrees to the Ice Centre, the City of Kent, any sponsors or promoters of the Activities, and all others acting with their authority (collectively, the "Releasees") the following:

**ACTIVITIES & RISKS.** The Activities, including, but not limited to, ice skating, batting, golfing, watching on-ice performance, instruction, warm ups, drills, games, social gatherings, clinics, spectating, recreation and any other individual or group activities and events presented by KVIC, whether taking place at the Kent Valley Ice Centre at Kent, WA or any other place, may involve full- or partial-contact sporting interaction, require good physical and mental health and fitness, and can be HAZARDOUS AND DANGEROUS TO PARTICIPANTS. Involvement with the Activities exposes Participant to risks of serious bodily injury, including PERMANENT DISABILITY, PARALYSIS OR DEATH (the "Risks"). Such Risks include, but are not limited to, those related to contact and/or participation with other participants, spectators, equipment, playing field, facility and/or fixed objects; falls, mishaps, collisions and/or rough play; adverse weather conditions; communicable viruses and diseases, flaws and defects in equipment and facilities; and negligent facility maintenance, instruction, supervision and participation. Risks may be caused by the actions or inactions of Participant or others, the condition of the facilities in which the Activities take place, or the NEGLIGENCE OF THE RELEASEES. Some Risks cannot be predicted or controlled, and there may be other risks and social and economic losses not known to Participant and/or the Releasees and/or which are not readily foreseeable at this time.

**WARRANTIES & REPRESENTATIONS.** Participant warrants and represents that Participant is qualified to participate in the Activities and is free of mental and/or physical condition, ailment or injury, medical or otherwise, which could, independently or combined with any other circumstance: (i) impair, prevent or prohibit Participant from engaging in the Activities, or (ii) be affected, aggravated or worsened in any way, directly or indirectly, as a result of Participant's involvement with the Activities. Participant understands the Risks associated with the Activities and will discontinue involvement immediately if, at any time, Participant believes conditions to be unsafe.

**LIKENESS & PUBLICITY.** The Releasees will have the perpetual and irrevocable right to use, reproduce, print, publish and disseminate in all manners and media Participant's name, image, voice, appearance and other identifying information (the "Likeness") obtained by any Releasee in connection with the Activities, and to record, broadcast and otherwise exploit the Likeness in any and all promotions, advertisements and/or public or private displays or announcements of any kind and in any and all media. The Releasees will have full and exclusive ownership and control of any video, photograph or recording of the Likeness (the "Material"). Participant has no rights to such Material, and the Releasees may use, alter or modify all or part of the Material and Likeness, regardless of whether Participant is recognizable.

**RELEASE & INDEMNIFICATION.** Participant understands and knowingly and freely assumes the Risks associated with the Activities, whether or not expressly described herein. Participant receives material benefit from the Activities and, in consideration, agrees to fully and completely, to the fullest extent permitted by law: (i) WAIVE, RELEASE AND DISCHARGE the Releasees from and with respect to any and all liability, claims, damages, losses, expenses, demands, suits, actions, fines and/or judgments, including without limitation reasonable attorneys' fees, court costs and litigation expenses (the "Claims"), related to or arising from the subject of this Agreement, including, but not limited to, bodily injury, personal injury, death, discrimination, property damage or the Releasees' negligence; and (ii) INDEMNIFY, DEFEND AND HOLD HARMLESS the Releasees from any Claims asserted against the Releasees caused by, in whole or in part, or arising from, directly or indirectly, Participant's involvement with the Activities and/or breach of this Agreement.

**ENTIRE AGREEMENT.** THIS IS THE ENTIRE AGREEMENT BETWEEN PARTICIPANT AND RELEASEES WITH REGARD TO ITS TERMS. Participant agrees that s/he: (i) understands all terms of this Agreement, (ii) has full knowledge of its content and significance, including that Participant is giving up legal rights that may otherwise be available, and (iii) signs this Agreement freely and voluntarily without inducement or coercion. This Waiver and Release Agreement is intended to be as broad and inclusive as Washington law allows and, if any portion is held illegal, invalid or unenforceable, the balance will continue in full force and effect, and such portion will be given effect to the maximum extent possible by narrowing or limiting only that aspect found overbroad or unenforceable.

**PARENTAL CONSENT & RELEASE** (if applicable) (the "Parent") hereby represents and warrants that s/he has executed the foregoing Agreement on behalf of Participant, a minor under the age of eighteen (18) years or otherwise lacking legal capacity; s/he has the legal capacity and authority to act for or on behalf of Participant, and s/he agrees to bind the Parent, Participant, and each of their legal representatives, successors, heirs and assigns to the terms of the Agreement. The Parent hereby releases, indemnifies and holds harmless the Releasees from Claims related to or arising from the Parent's legal capacity or authority to act for or on behalf of Participant or the Parent's execution of this Agreement.