



**KURTH LAKE LODGE RESERVATION
EVENT AGREEMENT, INDEMNITY AND RELEASE OF LIABILITY**

In consideration of the permission granted by the City of Lufkin to _____ (“User”), to use the Kurth Lake Lodge (the “Premises”) on the _____ day of _____, 20__ (the “Event Date”) for a _____ (the “Event”), User agrees:

1. User will pay a deposit of \$200.00. This deposit will be returned by mail after the event if the facility is left in clean working condition and all rules have been followed.
2. User will pay the daily rental fee of \$300.00 (the “Daily Rental Fee”) before the Event Date. The rental fee and the deposit are due at least 3 weeks prior to date of the Event.
3. Upon payment, the User and his/her invited guests (collectively, the “User and Guests”) may use the Premises between the hours of 7:00 a.m. and 11:00 p.m. on the Event Date.
4. The Premises is only available for meetings, picnics, retreats, dinners and other non-overnight events. The User and Guests will only use the Premises for the Event described above.
5. User and Guests are **not allowed to smoke** in the Kurth Lake Lodge.
6. User and Guests will not fish. Rental of the Premises does not include fishing privileges on or in the lake.
7. User and Guests will not swim. No swimming is allowed anywhere on or in the lake.
8. Fires are only allowed in self-contained grills or cookers. No fireworks, guns or weapons are permitted.

9. The Premises will be opened by the caretaker according to the time arranged when reserved.
10. The User and Guests must provide their own drinking water.
11. All food served must be brought and removed by the User and Guests.
12. Tables from inside the Lodge may not be moved outside. Tables outside the lodge may not be moved inside.
13. The Event will conclude and the User and Guests will vacate the premises prior to 11:00 p.m. on the Event Date.
14. The Premises (including the grounds, equipment, staff house and furnishings) will be left in the same condition as it was found. The User and Guests will pick up and bag their trash, and the trash bags will be placed outside the meeting lodge in the trash receptacle bin provided. In the event the bin is full, the User and Guests is responsible for hauling off any and all garbage generated by their event. The cleaning process should take place IMMEDIATELY following the event. **YOU WILL NOT RECEIVE YOUR DEPOSIT BACK IF THE LODGE IS LEFT DAMAGED, DIRTY OR ANY GARBAGE IS LEFT.**
15. User and Guests will be responsible for any unnecessary breakage and/or defacement of the facilities. ***NO TAPE, NAILS, SCREWS, HOOKS, OR HANGARS ARE PERMITTED ON THE WALLS, DOORS, CEILING OR BEAMS OF THE LODGE. (If this happens and we find where paint has been pulled off, the deposit will not be returned!)*** Personal property remains the responsibility of the tenant while on Kurth Lake Lodge property and as a result, the City of Lufkin will not repair or replace such personal property.
16. User accepts the Premises “as is” and in its present condition. The City of Lufkin assumes no liability or responsibility in connection with the condition, safety or use of the Premises. User assumes full responsibility to inspect the Premises for the safety of the User and Guests.
17. User shall be responsible for all liabilities, losses, claims, demands, damages, costs and expenses, including (without limitation) property damage and/ or personal injuries suffered or incurred by the User, Guests or The City of Lufkin arising from or occurring during the Event. Any damage to the Premises will be the responsibility of the User.
18. User will FULLY AND COMPLETELY RELEASE, INDEMNIFY, HOLD HARMLESS AND DEFEND the City of Lufkin and its affiliates, subsidiaries, officers, directors, employees, dealers, distributors and agents (the “Released Parties”) from ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, COSTS, EXPENSES AND CAUSES OF ACTION OF ANY KIND WHATSOEVER (including claims for personal injury and property damage) (Claims”) AGAINST ANY RELEASED PARTY arising out of or related to User and/or Guests’ use of the Premises REGARDLESS OF WHETHER IT IS ALLEGED OR PROVEN THAT

SUCH CLAIMS ARE CAUSED, IN WHOLE OR PART BY THE SOLE, CONCURRENT OR JOINT NEGLIGENCE, FAULT, CONDUCT, ACTS OR OMISSIONS OR STRICT LIABILITY OF THE RELEASED PARTIES.

19. User AGREES NOT TO SUE any or all of the Released Parties for any injury or death to User and / or Guests; for or any damage to User's property; and for damage to any other person or such person's property resulting from or arising out of or related to User and/or Guests' use of the Premises.

20. THIS AGREEMENT SHALL BE GOVERNED BY TEXAS LAW, and contains the entire agreement of the parties.

I have read this Release Indemnity Agreement and fully understand it; I am not relying on any statements or representations of any of the Released Parties.

Signed _____ Date _____
User

Witness _____ Date _____