

## Leamington Municipal Marina Picnic Shelter Conditions of Use

Leamington Municipal Marina hereby grants the undersigned representative (here in called the "Licensee) permission to use the facilities as outlined, subject to the Term and Conditions of this Agreement contained below.

1) **Purpose of Event:** \_\_\_\_\_  
(Indicate the nature of your event)

2) **Conditions of Use:** The Picnic Shelter is subject to the rules and regulations as stated below. Failure to comply with said provisions will result in the immediate cancellation of the permit.

- (i) Permits are non-transferable and subject to cancellation by the Department of Recreation Services at any time.
- (ii) The conduct of the marina users should be such that there is no offense to the general public and or the residents surrounding the marina.
- (iii) **The Picnic Shelter must be left clean with tables wiped down, floor swept, garbage put in containers and tables/chairs put back in place prior to use of the facility.**
- (iv) If Alcoholic beverages are being served or brought in, a liquor permit is required. (A Special Occasion Application S.O.P.) The Marina can assist with the necessary forms for your application which is sent to the LCBO. Beverages msut be purchased in Canada.
- (v) No smoking is allowed inside the Shelter in accordance with the Smoke Free Ontario Act.
- (vi) No pets are allowed inside the Shelter.
- (vii) If you plan on providing added attractions to your event (i.e. dunk tunks etc) additional documentation is required and the Leamington Municipal Marina must be notified as soon as possible at 519-326-0834 or email: [roliver@leamington.ca](mailto:roliver@leamington.ca)

### 3. Release and Indemnify:

The undersigned as authorized representative of the Organization, and/or Club/Group hereby release the Town of Leamington, its servants, agents and employees from all claims, liabilities, actions or causes of actions arising out of, or which may arise by reason of the undersigned's use of the facility. Without restricting the generality of the foregoing, the undersigned as authorized by the said Organization and or Club/Group does hereby expressly release and forever discharge the Corporation of the Municipality of Leamington its servants, agents and employees from all claims, demands, liabilities, actions, causes of actions for personal injury or death or damage to property (whether or not owned by the Organization and or Club/Group or members of the Organization and or Club/Group) which may be sustained by the said use of the Recreation Facility. The undersigned further agrees to indemnify and save harmless the Municipality of Leamington, from any and all claims, demand or liabilities which may be made by their parties. This release shall be binding upon the undersigned releaser, Organization and or Club/Group, and its members, and their heirs, executors and administrators and shall insure to the benefit of the Municipality of Leamington, its servants, agents and employees and heirs, executors, administrators and successors.

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_