**USER PERMIT AGREEMENT INCLUDING**

**INDEMNIFICATION FOR USE OF DISTRICT FACILITIES AND PROPERTY**

I hereby certify that I am authorized to enter into agreements on my own behalf, and on behalf of the organization listed below, if any. I and the organization, if any, are collectively referred to as herein a “User”. I further certify that I have read the Rossmoor Community Services District’s (“District”) rules, regulations and conditions related to the use of District property and the terms of the application for a User Permit. In consideration for my and/or my organization’s use of the facilities and property owned and/or operated by the District as listed in the User Permit, I hereby agree on behalf of myself and my organization, if any, as follows:

1. User will abide by all rules and regulations of the District and all other directives of the District.
2. User shall indemnify, defend, and hold harmless District and its officers, employees, and agents from and against any and all causes of action, claims, liabilities, obligations, judgments, losses, costs, expenses, or damages, including liability for injuries or illnesses to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with my and my organization’s use or occupancy of the facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the District, its officers, employees, or agents.  In the event District indemnitees are made, a party to any action, lawsuit, or other adversarial proceeding arising from my or my organization’s use or occupancy of the facility and adjoining property, User shall provide a defense to District indemnitees, or at the District’s option, reimburse the District’s indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

1. User waives any right of recovery against District, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with User’s use or occupancy of the facility and adjoining property, even if District, its officers, employees, or agents seek recovery against User. This provision does not apply to claims or damages caused by the District’s sole active negligence, gross negligence, or willful misconduct.
2. User waives any right of recovery against District, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. User shall not charge results of “acts of God” to District, its officers, employees, or agents.
3. User shall report any personal injuries or illnesses or property damage arising at any time during and/or arising out of or in any way connected with User’s use or occupancy of facility and adjoining property to District in writing and as soon as practicable, but in no event not less than 72 hours after occurrence.
4. User will conduct a reasonable safety inspection of the District facilities and/or property and all grounds, structures or buildings used by User immediately prior to use of the facilities and/or property, and will bring any conditions creating any hazard to the attention of appropriate District representatives.

I have read, understood and agree to be bound by the terms of this User Permit Agreement on behalf of myself and the organization listed below and warrant that they I am duly authorized to execute this User Permit Agreement on behalf of myself and said organization and that by doing so the I and the organization are formally bound to the provisions of this User Permit Agreement.

User Permit# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 User:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Organization

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 Signature Date