



ILOA

Indian Lake Owners Association
P O Box 808 Smithville, TX 78957

PAVILION RESERVATION FORM

The fee to reserve the Indian Lake Owners Association Pavilion is \$25, with an additional \$75 dollar refundable deposit required.

To complete your reservation, fill out and sign this form and return it to the Pool Committee Chairman along with one check for \$25 and one check for \$75.

An Indian Lake Owners Association representative will inspect the park before and after your event, to determine if the full \$75 will be refunded. A refund will be issued (check returned) within 30 days of your party/reservation.

PLEASE FILL IN THE FOLLOWING INFORMATION:

Primary Host Name: _____
Address: _____
Phone Number: _____
Email Address: _____
Requested Reservation Date: _____
Event Beginning Time: _____
Event Ending Time: _____
Event Type: _____
Number of Guests Expected: _____

Terms, Conditions, and Provisions of Agreement, and Release of Liability:

- 1) The "host" is hereby defined as a member of Indian Lake Owners Association, the person making this reservation, and the responsible party in this agreement. In the event of multiple hosts, the "Primary Host" will assume any responsibility listed in this agreement.
- 2) The Pavilion is available for reservation by Indian Lake Owners Association members between the hours of 8 AM and 10 PM. Reservations must be made at least 1 week in advance. Reservations will not be accepted more than three months in advance. Reservations will not be accepted from hosts who are not current with their association dues.
- 3) All hosts signing this agreement must be present at the event always including setup and cleanup.
- 4) Reservations only include the pavilion, and picnic tables within the pavilion. The rest of the park will remain open to other Indian Lake Owners Association members.
- 5) After each use of the pavilion, hosts are required to leave the space in the same condition as before the event. This includes but is not limited to disposing of all garbage and cleaning tables. Garbage must be physically removed from the pavilion area to be considered disposed.
- 6) The host is responsible for all alcohol consumption of all guests and for compliance with alcoholic beverage laws and regulations. The host expressly assumes all social host liability which may arise out of, or relate to, the use or occupancy of the pavilion.



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7) The host is responsible for the conduct of all guests. The host expressly assumes liability for all damage to the pavilion, its fixtures and furniture, or to the related common areas, which arises out of or relates to the use or occupancy of the pavilion.

8) The host expressly agrees to release, indemnify and hold harmless Indian Lake Owners Association, and their respective officers, directors, agents, employees, independent contractors, and volunteers (the "Released Parties") from any and all harm, damages, claims, fines, suits, demands, actions, or other liability, including without limitation personal injury, death, or property loss of any person, and including costs and expenses of any kind or nature whatsoever including without limitation attorney's fees, which arises out of, relates to or results from the use or occupancy of the pavilion and related common areas.

9) The host shall comply with all stated and customary terms, State and Federal laws, posted safety signs, rules, and verbal instructions as conditions for utilizing the Pavilion. If the host observes any hazardous activity during their event, they must bring it to the attention of an Indian Lake Owners Association Board Member or an appropriate official immediately.

10) The host understands that there are inherent risks associated with the use of the pavilion, parties, and/or use of the area, and knowingly and freely assumes all such risk, both known and unknown, including those that may arise out of the negligence of other participants. The host and the participant(s), and their respective heirs, assigns, administrators, personal representatives, and next of kin, hereby release and hold harmless, Indian Lake Owners Association, their affiliates, officers, members, agents, employees, and sponsoring agencies from and against all claims, injuries, liabilities or damages arising out of or related to our use of the pavilion.

11) It is your responsibility to manage any disputes that may occur if multiple groups vie for use of the pavilion during your event. Official reservation of the park pavilion conveys first rights to use the pavilion for your group, however it is not legally binding. If any disputes happen during your event, please address them civilly and attempt to come to a compromise. If you have officially rented the park pavilion from Indian Lake Owners Association, and the other group(s) that show up to use the area, this printed agreement then exceeds any claims that group may have to pavilion usage.

Your signature below indicates that you have read, understand, and agree to the Terms and Provisions of this agreement, as well as the Release of Liability.

Member Printed Name

Indian Lake Owner Association Printed Name

Member Signature

Indian Lake Owner Association Signature

Submit Form and Payment using ONE of the methods below:

Email form to : tonyadb@msn.com

Mail form &/Or payment to : ILOA, Pavilion Reservation, PO Box 808, Smithville, TX 78957

Hand deliver form &/Or payment to : Tonya Boess (512) 237-8500