



Property/Facility: PCA SOCIAL ENTERPRISE CENTER located at 722 Isleta Blvd SW Albuquerque, NM 87105

**THE OFFICIALLY RECOGNIZED AGENT OF THE ENTITY USING THE AFOREMENTIONED PROPERTY/FACILITY MUST SIGN AND ACCEPT THE TERMS OF THIS AGREEMENT PRIOR TO USE OF THE AFOREMENTIONED PROPERTY/FACILITY**

**Waiver:** In consideration of permission to use the above named property/facility of the Partnership for Community Action (PCA), a non-profit 501c3 private corporation, the undersigned does hereby waive all claims for liability against Partnership for Community Action, its directors, officers, employees, agents, and any and all individuals and organizations assisting arising from or in any way predicated upon acts or omissions, in connection with the undersigned group or organization's use of the above-described property/facility. This waiver shall apply to any and all participants of the specified activity for which the property/facility is used.

**Assumption of Risk:** This use of PCA property, facilities, and/or equipment carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. PCA has facilities for and provides for activities such as social events, community outreach, trainings, educational classes, camps, and other community events some of which carry a certain degree of risk of injury, both physical and emotional. The undersigned knows, understands, and appreciates these and other risks are inherent.

**Indemnification and Hold Harmless:** The undersigned agrees to INDEMNIFY AND HOLD The Partnership for Community Action its directors, officers, employees, agents, and any and all individuals and organizations assisting HARMLESS from any and all liability arising out of, or in any manner predicated upon, loss or damage to property, injury or death to members of the undersigned group or organization, which injury may occur in connection with the use of the above-described facilities and/or property, whether or not such injury, loss, or damage arises, in whole or in part, from the negligence of the Partnership for Community Action all their employees, officers, agents, board members, volunteers and any and all individuals and organizations assisting.

**Responsibility:** The undersigned acknowledges and shall bear full responsibility, including costs and expenses, to repair any damage to the property, facilities, and/or equipment as a result of the use of and entry upon the above named property/facility. The undersigned agrees to follow all the instructions specified by any onsite or off-site managers, or representatives or agents of the Partnership for Community Action while on the property/facility.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of New Mexico and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Fees:** The undersigned agrees to pay PCA fees, based on the rate schedule below, upon receipt of invoice.  
Non-Profit Rate: **\$25/hour**      Other Rate: **\$60/hour**

**PCA reserves the right to impose a cleaning fee of up to \$250 if deemed necessary by the Director of Operations.**  
Donations above and beyond posted rates are accepted to subsidize access to property/facility for users unable to pay.



**Acknowledgment of Understanding:** The undersigned has read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, fully understands its terms. The undersigned further states that s/he is of lawful age and legally competent and empowered to sign this waiver and release on his/her own behalf and/or on behalf of his/her principal, group, or organization, and that such waiver and release is freely given and based upon no statement or representation PCA, and all its employees, officers, agents, board members, volunteers and any and all individuals and organizations assisting and intends by signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

PCA reserves the right to refuse use of the facility for partisan political functions, private for profit activities, or otherwise any activity that could potentially run afoul PCA's 501(c)3 status, or activities that could harm PCA's reputation or standing in the community.

Print Name:

Signature:

Date:

Group or Organization (if applicable):

Phone #:

Email Address:

Mailing Address:

**FOR OFFICE USE ONLY**

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Use Date(s) + Hours:

Date Received:

PCA Authorized Agent Name:

PCA Authorized Agent Initials: