



## **Concession Trailer Release Form**

### **NOT TO BE USED FOR FUND RAISING PURPOSES**

(Please clean the trailer to make it available for the next church)

The Carolina Baptist Association (CBA) makes the Concession Trailer and Equipment available to all churches in the Association for the sole purpose of providing drinks/food and is subject to your agreement to the terms of use.

### **Terms of Use**

There is a \$100 deposit (\$50 is refundable if the trailer is returned clean according to the checklist) per each use of the trailer, due by the time of pick-up. Each church shall clean the trailer to make it available for the next church. The Association will inspect the trailer to see that all cleaning requirements are met.

Please read this agreement carefully and completely before using the Concession Trailer and Equipment. By using the Trailer and Equipment you expressly agree to be bound by this agreement.

The CBA expressly disclaims any implied warranty or representation about the Trailer and Equipment or performance, safety, completeness or appropriateness for any use or particular purpose.

Where the person(s) responsible for the Trailer operation, participation and work assignments shall be under their direction.

Each person using the Trailer and Equipment shall sign this release form.

It is the duty of each user of the Trailer and Equipment to inspect it for defects or repairs prior to use. Do not use any defective equipment.

Users of the Trailer and Equipment shall verify the equipment inventory and report any loss or damage upon returning.

Users understand that the use of the Trailer and Equipment is at "your own risk."

Users will have the responsibility of providing their own health and accident insurance in the event of any illness or injury experienced during the use of the Trailer and Equipment.

The CBA does not warrant, certify or guarantee the quality or quantity of performance or services exercised by any individuals that may use the Trailer and Equipment.

You understand and agree that neither the CBA, or its member churches, or the church members are responsible or liable for any claim, loss or damage, of any kind, directly or indirectly resulting from your use of the Trailer and Equipment.

### **Disclaimer of Warranty**

The Carolina Baptist Association disclaims all express or implied warranties with regard to the Trailer and Equipment, and any other resources contained on the Trailer. All Equipment provided by the Carolina Baptist Association is made available "as is" and without warranty of any kind.

### **Limitation of Liability**

To the maximum extent permitted by applicable law, in no event shall the CBA, or its member churches, or their church members be liable for any direct, indirect, special punitive, incidental, exemplary, or consequential damages, or any damages whatsoever of any kind, resulting from any loss, which by way of example includes loss of use, litigation, or any other financial loss, tort (including negligence), product liability or otherwise, arising out of or in any way connected with the performance of materials or services rendered by the users of the Trailer and Equipment.

With respect to products or goods purchased by or provided from any entity, in no event shall the CBA be liable for any direct, indirect, special, punitive, incidental, exemplary, or consequential damages resulting from any loss of use, litigation, or any other financial loss, or otherwise, arising out of the use of these products or goods.

You acknowledge and agree that the limitations set forth above are elements of this agreement, and the Trailer and Equipment would not be provided to you absent such limitations.

### **Indemnification**

You agree to indemnify, defend, and hold harmless the CBA, its member churches and their church members from any liability, loss, claim, and expense (including reasonable attorney's fees) related to your violation of this agreement or use of the Trailer and Equipment in any manner.

If the agreement is made between the CBA and any organization, then such organization, for itself and all its members agrees to obtain the agreement and signatures of any and all persons who use the Concession Trailer and Equipment on a copy of this agreement. Should such organization fail to do so, it, for itself and on behalf of all of its members and affiliates, agrees to indemnify the CBA and hold the CBA harmless from any liability resulting from any use by such organization or its members of the Disaster Recovery/Handyman Trailer, Tools and Equipment.

Your use of the Trailer and Equipment shall constitute your acceptance of the terms of this agreement and revised and modified, if any, each and every time you use the Trailer and Equipment. The CBA may modify this agreement at any time, and such modifications shall be effective immediately upon posting of the modified agreement.

### **Miscellaneous**

The CBA's failure to insist upon strict enforcement of any provision(s) of this agreement shall not be construed as a waiver of any provision or right.