

**North Carolina Department of Health and Human Services (NC DHHS)
Liability Waiver for Groups or Organizations Using the Haywood
Gymnasium Facility**

Acknowledgement and Release of Liability

_____, hereinafter "Group/Organization", requests authorization to use the Haywood Gymnasium facility (the "Gym") and acknowledges that the use of the Gym and use of the Dorothea Dix Campus that is incidental to use of the Gym is expressly conditioned on agreeing to each of the terms contained in this release. The undersigned, as the duly authorized representative of the Group/Organization, acknowledges and agrees to the following terms:

1. That the Group/Organization is permitted to occupy and use the Gym on the following date and time: _____. The Group/Organization is prohibited from occupying or using the Gym at any other time not expressly set forth in this release or another executed release specifying additional dates and times.
2. That use of the Gym by the Group/Organization is not in any way to interfere with the normal operations of the Dorothea Dix Campus.
3. That the Group/Organization shall prevent damage to or misuse of the Gym and shall be held liable for damage to the property caused or in any way connected with the Group/Organization's use of the Gym and incidental use of the Dorothea Dix Campus.
4. That NC DHHS has provided the use of the Gym to the Group/Organization at no charge.
5. That the Group/Organization hereby assumes and agrees to indemnify and hold harmless the State of North Carolina, NC DHHS, its agents, employees, successors, and assigns, from and against all loss, cost, expense, claims, suits and judgments, whatsoever, in connection with injury to or death of any person or persons, or loss of or damage to property caused by or in any way connected with the Group/Organization's use of the Gym and incidental use of the Dorothea Dix Campus.
6. That the Group/Organization has read and will ensure that any individuals utilizing the Gym in connection with the Group/Organization's use of the Gym will adhere to the Haywood Gymnasium Rules of Use, attached as Appendix A and incorporated herein by reference.

By signing this Acknowledgment and Release of Liability, the undersigned individual acknowledges and agrees that he or she has the authority to execute this Acknowledgement and Release of Liability on behalf of the Group/Organization and that use of the Gym is contingent upon the undersigned individual's authority to execute this Acknowledgement and Release of Liability on behalf of the Group/Organization.

Signature: _____
Authorized Representative of Group/Organization

Date: _____

APPENDIX A – Haywood Gymnasium Rules of Use

Groups/Organizations granted permission to use the Gym shall conduct their functions in accordance with the following:

- (1) Smoking within the Gym is prohibited.
- (2) No intoxicating beverage nor narcotic drug or other controlled substance as defined by the North Carolina General Statutes shall be permitted in the Gym or on the Dorothea Dix Campus.
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