The LINK – Community Resource Room

Liability Waiver, Release Agreement, and Room Use Policy Acknowledgment

Room Use, Booking, and Food & Beverage Policies

1. Eligibility

- The CRR is available for **public use** by individuals, nonprofits, and community groups.
- Commercial, political, or religious events may be subject to additional restrictions.
- Reservations must be made by someone 18 years or older who assumes full responsibility for the booking.

2. Booking Process

- Reservations must be made through our **online booking system**: calendly.com/ccnnf/link.
- Bookings are available on a **first-come**, **first-served** basis.
- Users may book up to **4 hours per day per user/group** to ensure fair access.
- Recurring reservations (e.g., weekly meetings) must be approved in advance by The LINK staff.

3. Room Usage Guidelines

- Check in with **legal name and photo ID**.
- Setup and cleanup must be within the reserved time.
- Users must leave the CRR in the same condition in which it was found.
- No disruptive behavior or excessive noise is permitted.
- Food & Beverage Policy:
 - o Light snacks and covered, non-alcoholic drinks are permitted.
 - o Foods with strong odors, greasy or messy foods, or full meals are not permitted.
 - All food and drinks must be kept away from computers, printers, scanners, and other electronic equipment.

4. Cancellations & No-Shows

- Cancel at least one day in advance, when possible, via the booking system.
- Repeated no-shows may result in **suspension or loss** of booking privileges.

5. Liability & Responsibilities

- The LINK is not responsible for lost, stolen, or damaged personal items.
- Any damage to the CRR or its equipment must be reported immediately.
- Users must comply with all LINK policies, including **code of conduct**.

6. Contact & Support

For questions or assistance with reservations, contact The LINK supervisor: crrcontact@ccnnf.org.

Liability Waiver & Release Agreement

This Waiver and Release of Liability (the "Agreement") is entered into between the undersigned individual (the "User") and ChildCare Network of the Niagara Frontier, Inc., its officers, employees, agents, and volunteers (collectively, "Organization") for the use of the Community Resource Room (CRR) located at 6265 Sheridan Drive Suite 106, Williamsville, NY 14221.

By signing this agreement, the User agrees to the following terms and conditions:

1. Acknowledgement of Risks

The User acknowledges that use of the CRR involves certain risks, including but not limited to: use of equipment (computers, printers, technology, and other devices), access to shared public spaces, and potential for accidents or injuries. The User voluntarily assumes all risks associated with use of the CRR and agrees to follow all posted guidelines and safety instructions.

2. Release of Liability

To the fullest extent permitted by law, the User agrees to **release**, **waive**, **discharge**, **and hold harmless** the Organization, its officers, employees, agents, and volunteers from any and all claims, demands, causes of action, or liabilities for injury, damage, or loss to the User or to others, including loss of property, arising from the User's use of the CRR. This release applies to any claim arising from the User's negligence, errors, omissions, or any other act or omission by the Organization, except in cases of intentional misconduct.

3. Indemnification

The User agrees to **indemnify and defend** the Organization and its personnel against any claims, demands, or actions arising from the User's actions, negligence, or breach of this Agreement while using the CRR.

4. Accountability for Damages and Replacement Costs

The User agrees to be **fully responsible for any damage** to equipment, technology, or furnishings in the CRR resulting from their **actions or inactions**. The User agrees not to **tamper with, modify, or remove** any equipment, technology, or furnishings. In the event of damage, destruction, or misuse that renders items inoperable, the User agrees to **reimburse the Organization for the full replacement or repair costs** of the damaged item(s), as determined by current market value, within 30 days of receipt of invoice.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of New York, and any legal action or proceeding arising under this Agreement shall be brought in the appropriate courts of Erie County, New York, USA.

<u>User Acknowledgment & Signature</u>

By signing below, I confirm that I have received, read, understood, and agree to both:

- Room Use, Booking, and Food & Beverage Policies, and
- Liability Waiver & Release Agreement.

I accept full responsibility for my use of The LINK Community Resource Room and agree to comply with all requirements.

| Signature: | |
|---|---|
| Full Name (Printed): | _ |
| Date: | |
| Organization (if applicable): | |
| Address: | |
| Phone: | |
| NYS Driver License Number or US Government-issued ID: | |