

**WASHINGTON STATE UNIVERSITY
UNIVERSITY RECREATION
Program Agreement for WSU Organizations**

A. PARTIES

This AGREEMENT ("AGREEMENT") is made and entered into between Washington State University ("WSU") through its **University Recreation Department**, , whose address is **Student Recreation Center ("SRC") Room 250, Pullman, WA 99164-1830**, and **Group Name ("GROUP")**, whose address is **Group Address**.

In consideration of the terms, conditions, and promises contained herein, IT IS MUTALLY AGREED AS FOLLOWS:

B. FACILITIES AND SERVICES TO BE PROVIDED BY WSU UNDER THIS AGREEMENT:

Facility: Student Recreation Center and/or University Recreation Challenge Course, SRC Backyard.
Services: Provide **XX (#) hours of Challenge Course Programming not including high elements** from **x time to x time** for GROUP on **day of week – month, day, year**. Facilitators will meet GROUP at the SRC Backyard Building (by the SRC sand volleyball courts) 15 minutes prior to event(s).

C. SCHEDULED USE DATE

This AGREEMENT shall be effective beginning at **time** and end at **time** on **mm/dd/yyyy**. WSU may terminate this AGREEMENT with not less than seven (7) day's written notice to GROUP.

NOTE: If, in University Recreation's reasonable discretion, inclement weather or other hazardous conditions on the scheduled date prevent the event from proceeding safely, University Recreation will use best efforts to provide an alternate day that meets GROUP'S schedule. Cancellation by GROUP (see duties of group) on the scheduled date will result in forfeiture of all fees.

D. FEES

GROUP shall pay **xx dollars (\$xx) per person, with a minimum charge of xx dollars (\$xx)**, for the use of facilities and the services of the trained University Recreation Staff for the Challenge Program. The maximum number of participants for this use is **number (xx)**. WSU cannot guarantee accommodations for additional people. If accommodations for additional people are made and accepted by University Recreation, GROUP will be charged according to University Recreation's current fee schedule.

Payment in full is due no less than one week after the last day of the event. Failure to make payment by due date may result in a charge of 1 percent per month on any unpaid amount due WSU.

E. DUTIES OF WSU UNIVERSITY RECREATION

WSU agrees to do the following under this AGREEMENT:

1. Provide access to the indicated facilities and the services of trained University Recreation Staff.
2. Provide the use of equipment appropriate to the scheduled activities.
3. Maintain activity equipment in good order.
4. WSU reserves the right to modify or cancel all scheduled events.

F. DUTIES OF GROUP

1. GROUP must confirm final number of participants in writing up to two (2) business days in advance of scheduled program date. GROUP will be billed according to this final number.
2. If event cancellation becomes necessary, it is the responsibility of GROUP to notify WSU no less than seven (7) days before the event. Failure to notify WSU at least seven (7) days prior to the scheduled event will result in a forfeiture of fifty percent (50%) of all scheduled event charges. Failure to notify WSU within two business days of the scheduled event will result in a forfeiture of all scheduled event charges. WSU reserves the right in its discretion to refund event charges for emergencies.
3. If event rescheduling becomes necessary, it is the responsibility of GROUP to notify WSU no less than one week before the event. Failure to notify WSU within one week of the scheduled event will result in an additional fee of fifty percent (50%) of scheduled event charges.
4. GROUP must abide by all directions of University Recreation Staff and follow all established safety procedures. Failure to do so may be cause for University Recreation to modify or cancel the event.

5. Participants may not be under the influence of nor possess illegal drugs or alcohol during WSU University Recreation activities. WSU reserves the right to request a participant under the influence of drugs or alcohol to cease participation in the activity and leave the premises.
6. Participants must wear closed-toed shoes with backs and appropriate clothing for moderate physical activity that may include being upside down or lifted by others. Participants who do not fulfill this criteria might be excluded from participation. GROUP will still be billed for participants who are not appropriately prepared.
7. Water and snacks or meals are the responsibility of GROUP unless otherwise agreed in writing.
8. All participants must have submitted a signed and completed *Assumption of Risk and Release of Liability* form.

G. DAMAGES TO FACILITIES OR EQUIPMENT

GROUP and all individual members of GROUP are responsible for following the instructions of University Recreation Staff and adhering to established rules with regard to the proper use and care of equipment and facilities used in the scheduled program activities. Failure to do so may result in denial of GROUP or GROUP members' future use of the program and related equipment and facilities. If WSU must expend funds to restore equipment or facilities to previous condition as a result of GROUP use or misuse, GROUP shall pay the costs of this restoration. Failure to make payment will result in an additional charge of 1 percent per month on any unpaid amount due WSU.

H. HOLD HARMLESS

To the fullest extent permitted by law, and as partial consideration for GROUP being allowed to participate in the Challenge Program, GROUP and all members of GROUP shall indemnify, defend, hold harmless, and waive any and all claims against the state of Washington, WSU, and all their officers, directors, employees and agents from and against any and all liability of any type or nature whatsoever to persons or property resulting from or arising out of this AGREEMENT or GROUP's participation in the Challenge Program and use of WSU facilities and equipment, no matter what the loss, damage, or injury and from whatever cause.

I. NOTICE

Notice given under the AGREEMENT shall be addressed to the individuals who are signatories to this AGREEMENT. EACH PARTY WHO SIGNS THIS DOCUMENT BELOW acknowledges he/she has read this AGREEMENT, understands it and voluntarily agrees to its terms.

WASHINGTON STATE UNIVERSITY

GROUP REPRESENTATIVE

Recommended by:

Sign: _____

Sign: _____

Print: Jonathan Stahl

Print: _____

Title: Assistant Director, Adventure Programs

Title: _____

Date: _____

Date _____

Approved by:

Sign: _____

Print: Joanne Greene

Title: Director, Programs

Date: _____

NOTE: This is a legal document. The signer representing GROUP should be empowered to legally represent and sign for the named GROUP or be prepared to be personally responsible for the terms of this Agreement.

Prepared By: **Name**

Date: July 10, 2014