



## Agreement for Use of Facility

Ankle Breaker Gym  
14724 Almeda School Rd.  
Houston, TX 77047  
PH; 281.703.0880

PLEASE SEND TO: info@anklebreakerevents.com

DATE OF APPLICATION \_\_\_\_\_

ORGANIZATION/COMPANY \_\_\_\_\_

CONTACT PERSON (Authorized Rep): \_\_\_\_\_

EMAIL: \_\_\_\_\_ CONTACT NUMBER: \_\_\_\_\_

ESTIMATED PARTICIPANT COUNT: \_\_\_\_\_  Single court  Double courts

NUMBER OF DAYS \_\_\_\_\_

NUMBER OF HOURS FOR EACH DAY (Date + Hours) \_\_\_\_\_

PURPOSE/EVENT:  Practice  Tournament  Camps/Clinic  League  Tryouts  Party Rental

### A. GENERAL FACILITY GUIDELINES:

- ✓ Ankle Breaker Gym has the option of closing gym without notice or refund if an event being held is/or may cause disruption.
- ✓ State law prohibits the possession and/or use of drugs and alcoholic beverages on property and the use of tobacco products in/on property.
- ✓ The Authorized Rep. will be responsible for all participants as well as the property during their scheduled time. This representative is also responsible for ensuring proper use of facility by non-group members/spectators during scheduled event.
- ✓ Authorized Rep. will provide own athletic equipment. No storage will be provided.
- ✓ Authorized Rep. will be responsible for any cost incurred because of misuse or abuse of equipment or facility.
- ✓ The Authorized Rep. will also convey and monitor that ONLY the Gymnasium/Restroom/Lobby/Parking area are designated for use, while the other components of the facility are off limits.
- ✓ The Authorized Rep. is responsible for communicating Ankle Breaker Gym policies and procedures to all participants and visitors attending the schedule event.
- ✓ Outside food and/or drinks, are prohibited and may NOT be sold by the organization or visitors in or on property, due to a conflict of interest with Concession Stand already in existence on the property.
- ✓ Outside vendors and other organizations are prohibited from selling merchandise of any kind in the facility or on the property. Authorized representative is responsible for ensuring policy.

- ✓ Bleachers, Goals, basketball, and volleyball equipment are to be operated ONLY by Ankle Breaker Gym Staff/Personnel.

**B. INSURANCE/WAIVERS REQUIREMENTS:**

A copy of a valid insurance policy must be provided to Ankle Breaker Gym prior to use of the facility. A waiver confirming that Ankle Breaker Gym is NOT responsible for any accidents or injuries during the events. By renting Ankle Breaker Gym you absolve Ankle Breaker Gym, it's Owners and affiliated Organizations from any responsibilities of accidents or injuries during events. The Authorized Rep. must agree to assume all responsibility.

**C. FEES/CANCELLATIONS:**

1. All fees are due one week (7 days) prior to event (unless otherwise specified). A \$500 deposit for tournaments is required at time of reservation and will be credited towards rental at the end of event if there are no incidentals. Additional rates may apply if staff and/or security are required for larger events. All rates are subject to change.  
NOTE: There will be a \$100 per day for 1<sup>st</sup> Court and \$50 per day for additional courts (end of event) janitorial/sanitation fee for all Tournaments, Camps or League Play that will be added into the total cost.
2. Event Charges (per hour/per court) occurs when participants enter the building to when ALL participants/staff of event leaves.
3. All refunds will be issued or granted in full if a cancellation is made 2 week (14 days or more) prior to event.
4. For cancellations made (13 days or less) of the scheduled event, the deposit will NOT be refunded.
5. For Tournaments, Authorized Rep. will provide Ankle Breaker Gym with a schedule (3) days prior to the rental date which will then reflect the FINAL Rental date(s) with times. Any rental without a schedule will be forfeited and any times not covered by the provided scheduled will be released.

Total Amount Due: \_\_\_\_\_

Deposit (if required): (See Section C)  YES  NO

P a y m e n t:

CashApp: \$scholaraoa

PayPal: [info@anklebreakerevents.com](mailto:info@anklebreakerevents.com)

Zelle: [info@anklebreakerevents.com](mailto:info@anklebreakerevents.com)

DO NOT PAY YOUR DEPOSIT UNTIL YOU HAVE RECEIVED RENTAL APPROVAL FROM ANKLE BREAKER GYM.

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I, \_\_\_\_\_ (Organization name/Authorized Rep) HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS FACILITY RENTAL/EVENT, including by way of example and not limitation, any risks that may arise from COVID-19, negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I acknowledge that this Accident Waiver and Release of Liability Form will be used by Sekgwa Investments, LLC, I Am Your Ruth, INC and all its affiliates and Owners that it will govern my actions and responsibilities at said activity.

In consideration of my application and permitting me to participate in this activity and/or rental agreement, I hereby take action for myself, my executors, administrators, organization member and participants, successors, and assigns as follows:

- a) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur. THE FOLLOWING ENTITIES OR PERSONS: Sekgwa Investments, LLC, I Am Your Ruth, INC and/or their directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers.
- b) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of the participation in this activity or facility rental agreement, whether caused by the negligence of release or otherwise.

I acknowledge that Sekgwa Investments, LLC, I Am Your Ruth, INC and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants but are also present for volunteers and spectators.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

BY CHECKING THIS BOX AND TYPING MY NAME BELOW, I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT.

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Print Name (Authorized Rep)

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Contact Number