

## **STATEMENT OF RESPONSIBILITY**

*(Revised 1/5/09)*

\_\_\_\_\_ (Name of group, business or individuals) have rented the Westerbeke Ranch Conference Center (WRCC) for the dates described in the **Reservation and Payment Contract**.

I, the undersigned, or my designee (signature below) agree to be the responsible person representing the above named group and I, or my designee, agree to be responsible for overseeing and supervising our group's stay and their compliance with the rules, regulations and requirements of WRCC. I, and my designee, have read and are familiar with the Guidelines and Policies of WRCC (See attached).

I, my designee, and the members of our group understand that WRCC is a country retreat center and, prior to arrival, our group members have received the guidelines and policies, which include the notice of:

1. Wearing low-heeled, flat rubber soled shoes for uneven surfaces.
2. Bringing flashlights for nighttime safety.
3. Smoking in designated areas only.
4. Safe and appropriate behavior, including quiet after 10:00 P.M.
5. A map with directions to the WRCC.
6. An emergency phone number.
7. An agenda with arrival, check-out and departure times.

I, my designee, and our group understand and agree that WRCC cannot be responsible for any incidents involving any group members that may occur as a result of the failure to follow, or disregard of, the Guidelines and Policies.

I, and my designee, agree to be aware at all times of the general whereabouts and activities of our group members. I understand that I, and/or my designee, are responsible for **directly** supervising our group members and that this is not the responsibility of WRCC or it's staff.

As a liaison to the WRCC office, I, or my designee, agree to wear the pager provided and to be available to WRCC staff so that I, or my designee, are immediately available to respond to any issues that may arise regarding our group's stay and/or use of WRCC.

My, and my designee's, responsibility will be direction, supervision and control of our group (and individuals therein) behavior and activities while at WRCC, particularly with regard to the drinking of alcohol; noise disturbance especially after 10:00 PM and prior to 8:00 AM and any other potentially unsafe or

unacceptable behavior. I, and my designee, will also be responsible for insuring our group's compliance with all WRCC policies and/or rules including those related to the safe use of the facilities. I, and my designee, understand and agree that we are directly responsible for the supervision of the use of the pool and hot tub facilities and that we shall be responsible for our group's compliance with all policies and/or rules regarding such use particularly with regard to issues of diving, horseplay, alcohol consumption, glassware in the area, and the necessity for the supervision of children.

I, and my designee, are aware that WRCC is a rustic retreat center, situated on a hillside, and due to the age and building style, some areas are more easily accessible than others. I will notify WRCC, **before they arrive**, of anyone in my group who may have special needs or is a Person with Disabilities. Such persons will be made knowledgeable, **before they arrive**, of the environmental situation they are undertaking.

I agree that WRCC is not responsible for any items which may be lost or stolen belonging to our group. I also agree to reimburse the WRCC for any damages to property that may occur as a direct result of our group rental.

Any claim or controversy that arises out of or relates to this agreement, or the breach of it, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be binding upon the parties and Judgment upon the award rendered may be entered in any court with jurisdiction.

If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect.

If any legal action is brought by any party to this General Contract, the prevailing party shall be entitled to reasonable attorney's fees and costs.

Date: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_

Our business, worker's compensation or homeowner's insurance has issued a **Certificate of Insurance** covering General Liability and Liquor Liability for this event and time period. This **Certificate of Insurance** must be received by WRCC no later than 60 days from the first day of the reservation.