



Lexington Auditorium Association
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www.thelexcenter.org

Alcohol Policy and Release of Liability

ALCOHOL POLICY:

Alcohol may be *served* during your event. It is required that your bar is continuously supervised by an adult over the age of 21 and that any and all State of Missouri, Lafayette County, and City of Lexington liquor laws are complied with during your event. You are required to provide, prior to the start of your event, a SMART Training Certificate, for any individual that will be serving alcohol at your event and assisting you in controlling the consumption of alcohol. The *sale* of alcohol is prohibited. No alcoholic beverages shall be served on the premises to an individual under the age of 21. Please keep kegs in leak proof containers with a mat placed underneath. Cleaning of spillage is the renter's responsibility and should be done immediately to protect our floors.

_____(Lessee), acknowledges the above information is true and correct, have read and accept the terms, conditions, alcohol policy, fees and charges of The Lexington Auditorium Association (dba The LEX) waive and release any and all claims whatsoever arising from participation in events at The LEX.

READ CAREFULLY THIS IS A WAIVER AND RELEASE OF LIABILITY

Whereas, Lessee has a desire to hold an event on _____ at The LEX. Whereas, Lessee fully understands the risks involved in that it is possible to sustain serious injury during the aforementioned rental and NOW THEREFORE, in consideration of the opportunity to participate agrees as follows:

1. Lessee hereby releases, waives and discharges The Lexington Auditorium Association, it's officers, agents, representatives, employees and volunteers ("Releasees") from any and all liability to me, my conservators, guardians or other legal representative, assigns, heirs, and next of kin for any and all claims, demands, losses, or damages on account of any injury, death or damaged property or negligence arising out of, are occasioned by or are in any way attributable to me/us, our agents, employees, licensees, invitees or attendees during our use of The LEX property. I understand that The Lexington Auditorium Association does not endorse or support the aforementioned event.
2. Lessee hereby releases, waives and discharges the Releasees from all liability to me, my conservators, guardians or other legal representative, assigns, heirs, and next of kin for any and all claims, demands, losses, or damages on account of any injury, death or damaged property arising out of any negligence relating in any way to the event.
3. Lessee also hereby agrees to indemnify and hold harmless the Releasees from any claim or demand on account of any injury or damage which I may suffer as a result of aforementioned event.
4. Lessee understands that this release, waiver and agreement to indemnify and hold harmless includes, but is not limited to, damages which are caused, or alleged to be caused, in whole or in part by the negligence of the Releasees.
5. Lessee understands that the opportunity to inspect the facilities and either have done so or will do so, and hereby waives any claim with the respect to use, design or operation of the facilities that may be used.
6. Lessee agrees to provide a SMART Training Certificate or certified bartender certificate/ insurance prior to the event for anyone serving alcohol.
7. The numbered paragraphs of this release of waiver and liability are severable
8. Lessee has read the above agreement and release of waiver and liability and understands that by signing it has given up substantial rights. Lessee signs this agreement voluntarily.

(Signature)

(Printed Full Name)

(Name of Group)

Date

Effective 4.17.19