

# HEARTH

WEDDINGS & EVENTS

# House

VENUE

## WAIVERS OF LIABILITY OVERVIEW

No need to do anything. We'll send you the Waivers if you need them. This is just for your information.

### 1. WAIVER OF COVID-19 LIABILITY:

Applicable if COVID-19 Government Regulations are in force.

Client shall indemnify, defend, and hold the Released Parties harmless from and against all damages, losses, claims, judgments, expenses, and costs (including attorney's fees) that relate to COVID-19 or any other pandemic and that arise from or are in any way connected to Client's Event. Client agrees to confront guests if they are to be found out of compliance with health guidelines, restrictions, regulations, or mandates in effect. If guest(s) do not comply after a warning from the Client or a representative of the Client, Hearth House Venue has the right to discontinue the event. Client agrees to supply enough masks for all guests and 6 med-large size bottles of Hand Sanitizer. If guests are required to share pens or other items, the client agrees to supply sanitizing wipes.

### 2. WAIVER OF ALCOHOL LIABILITY:

Applicable If providing your own Alcohol to Venue, Cottage, Lounge, or Family Room.

Client provided Alcohol is Alcohol brought to the Venue by the Client or Client's Representative and served to Guests at Hearth House Venue, 192 Front Street, Monument, CO 80132, must be served by Hearth House Venue approved Bar Service Providers. Clients who provide alcohol brought to Venue or to offsite facilities for private gatherings and personal consumption, i.e., Cottage, Lounge, Family Room, are doing so at their own risk, will not allow consumption by minors, and hereby release Hearth House Venue from all liability associated with Alcohol onsite at all locations. Hearth House has the right to change this policy at any time and will notify the caterer of any changes. The Bar Service Company must provide bar staff for 1 for every 75 guests and shall be solely responsible for bar service.

In consideration of being permitted to bring in outside Alcohol "Client" assumes all risk of

personal injury, illness or death arising out of or resulting from consumption of Alcohol provided by "Permittee" and discharges Hearth House Venue, LLC and their respective owners, directors, officers, partners, and employees, and agents (hereafter referred to collectively as the "Releasees") from any and all claims, liabilities, damages, losses, or other expenses of any nature whatsoever for any personal injury, illness, or death (collectively, "claims") arising out of or resulting from the consumption of the Alcohol items provided by the Permittee. This indemnity obligation shall also include reasonable attorneys' fees, investigation costs, and other costs and expenses incurred by Releasees with respect to any claims made against Releasees.

All alcohol provided by Client and served at the Venue located at 192 Front Street, Monument Colorado, must be served by a TIPS certified Bartender from a Hearth House Approved Bar Service Provider who carries required liability insurance and has filed all required documentation with Hearth House Venue.

Clients are required to purchase and show proof of commercial liability insurance with Alcohol Coverage. The insurance policy must have a maximum of \$1,000.00 as a deductible and a minimum of \$1,000,000.00 in coverage limits. Proof of this is required 30 days prior to the event.

The Permittee agrees to indemnify and hold the Releasees harmless from any claims released above or incurred by the Releasees in defending against any claims or liabilities released above.

Last call shall be no later than 1.5 hours prior to the end of the rental block.

It is understood and agreed that this Waiver of Liability, Assumption of Risk and Indemnity Agreement shall not be construed as an admission of liability, and that any such admission is hereby expressly denied.

### **3. WAIVER OF FOOD LIABILITY:**

Applicable if providing any of your own food to Venue, Cottage, Lounge, or Family Room.

#### **FOOD OTHERWISE TRANSPORTED AND PREPARED BY OUTSIDE SOURCES:**

Food served to guests at the Venue must be provided and served by a Licensed Retail Food Service Provider unless otherwise approved by Hearth House Venue. (Desserts are an exception under Colorado Law) Clients who bring in food to off-site facilities for private gatherings and personal consumption, i.e., Venue, Cottage, Lounge, Family Room are doing so at their own risk and hereby release Hearth House Venue from all liability associated with Food Consumption at all locations. "Client" assumes all risk of personal injury, illness or death arising out of or resulting from consumption of food items provided by "Permittee/Client" and discharges Hearth House Venue and their respective owners, directors, officers, partners, and employees, agents and hired on Service Staff/Servers (hereafter referred to collectively as the "Releasees") from any and all claims, liabilities, damages, losses, or other expenses of any nature whatsoever for any personal injury, illness, or death (collectively,

**Hearth House Venue, LLC**

**A:** 192 Front Street, Monument, CO 80132

**MA:** PO BOX 254 Monument CO 80132

**P:** 719.465.1418 **W:** www.HearthHouseVenue.com

"claims") arising out of or resulting from the consumption of the food items provided by the Permittee. This indemnity obligation shall also include reasonable attorneys' fees, investigation costs, and other costs and expenses incurred by Releasees with respect to any claims made against Releasees. It is the Client's responsibility to hire and pay our staffing partner, A Piece of Cake Catering at a rate of 1 staff for every 30 guests.

The Permittee agrees to indemnify and hold the Releasees harmless from any claims released above or incurred by the Releases in defending against any claims or liabilities released above.

It is understood and agreed that this Waiver of Liability, Assumption of Risk and Indemnity Agreement shall not be construed as an admission of liability, and that any such admission is hereby expressly denied.

**4. WAIVER OF PHOTO - VIDEO LIABILITY & RELEASE:**

Applicable if Images and Video are captured onsite.

Hearth House Venue Agrees, at Client's request, to share with client images and videos taken by Hearth House Venue Representatives and to allow Client to use said images in any way. Client Agrees to allow Hearth House Venue to use in any way, images and video taken by Hearth House Venue Representatives, Client, Guests, or Client's Vendors. Client shall hold harmless, release, and forever discharge Hearth House Venue from all claims, demands, and causes of action associated with the use of said images and video.

**5. WAIVER OF AV SYSTEM LIABILITY & RELEASE:**

Applicable if using the Hearth House Venue AV System.

Hearth House Venue makes available an In-House Sound System, Microphones, and TV (AV SYSTEM) for Client use. Client agrees to designate an In-House AV SYSTEM Attendant to provide a personal electronic device used to manage a Music Playlist provided by the Client. Designated AV SYSTEM Attendants should not be a guest of the event as they have a tremendous responsibility and must agree to not consume alcohol before or during the event. Clients & AV SYSTEM Attendants must agree to follow Hearth House AV SYSTEM Policies and to hold harmless Hearth House Venue in the event of faulty or failing equipment.