



the
Chickasaw Nation

Department of Community Services

520 East Arlington / Building D / Ada, OK 74820 / (580) 272-1108 / Fax (580) 272-1119

Bill Anoatubby
Governor

Headquarters Gym General Use Agreement

Waivers and governing law:

The parties will use their best efforts to amicably resolve any dispute. However, nothing contained in this application and General Use Agreement shall be construed to waive the sovereign rights of the Chickasaw Nation, its officers, employees or agents. This agreement shall be performed within applicable guidelines, resolutions and ordinances of the Chickasaw Nation. State law shall not be applicable nor shall disputes be subject to any authority outside the Chickasaw Nation.

Disclaimer:

The Chickasaw Nation reserves the right to refuse the use of the Chickasaw Nation Headquarters Gym (hereinafter gym) to any person without stating the reason for doing so, and reserves the right to impose special conditions where the nature of the use, in the Chickasaw Nation's opinion, so demands. Recreation staff will be responsible for the general oversight of the gym at all times. However, the individual and/or organization signing this application and General Use Agreement shall be the responsible party, herein responsible party, and shall assume the complete responsibility for, and hold the Chickasaw Nation harmless from, any and all damages, losses or injuries during the practice session. The responsible party shall also assume all responsibility for any support materials or equipment for the practice session. Practice sessions held at the gym do not represent the position of the Chickasaw Nation. ***THE CHICKASAW NATION IS NOT RESPONSIBLE FOR ACCIDENTS***

First aid cabinet:

A first aid cabinet is located in the concession area. The Chickasaw Nation expressly disclaims responsibility, and shall have no liability, for any damages, loss, injury or liability whatsoever suffered as a result of the use of the first aid cabinet. The first aid cabinet is not intended to replace emergency medical care. Should an emergency arise, please call 911.

AED cabinet:

An automatic external defibrillator (AED) cabinet is located in the concession area next to the first aid cabinet. The Chickasaw Nation expressly disclaims responsibility, and shall have no liability, for any damages, loss, injury or liability whatsoever suffered as a result of the use of the AED. The AED is not intended to replace emergency medical care. Should an emergency arise, please call 911.

Reservations:

Each team may reserve the gym up to one month in advance. One agreement per team may be submitted by the team's responsible party. The team's responsible party will be the team head coach, who is also a Chickasaw Citizen. All reservations are first-come, first-served. Each team is allowed one practice time slot per week for half court or two full court slots per month. Full court slots cannot be reserved in the same week. Time slots will be one hour or 60 minutes in duration and be on either the north or south half of the court, unless the full court option is selected. Special requests to reserve the gym outside of this time frame are subject to review by the executive officer or designee. The team's responsible party requesting the reservation will be the sole point of contact for the practice sessions.

Available practice times:

Tuesday & Thursday

5:30 p.m., 6:30 p.m., 7:30 p.m. and 8:30 p.m. (one hour in duration each)

*NOTE: The 1st and 3rd Tuesday of every month will be reserved for Chickasaw Nation events and no practice may be reserved.

In-season/out-season:

In-season will be from September through March and follow guidelines listed in the reservations section of this general use agreement. Out-season will be from April through August. During out-season, practices will change from half court practices to full court practices once per week, with all else remaining the same.



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Cleaning:

At the end of each practice, all trash at the gym location shall be picked up, which includes trash in and around the court, seats and general area. Trash should be disposed of in the nearest dumpster.

Cancellations:

Cancellations shall be given by the head coach at least 24 hours prior to the practice session to reschedule within the same week (when available). The responsible party will not be allowed to reschedule another time slot if notification was not given. The executive officer or designee reserves the right to cancel future practice sessions for a responsible party that repeatedly fails to give cancellation notices. Repeated cancellations without notification may result in losing rights to reserve the gym. HEAD COACHES ARE EXPECTED TO BE PRESENT AT ALL PRACTICES. Head coaches are required to be present at 75% of team's practice sessions. For extenuating circumstances that do not allow the head coach to be present for his team's scheduled practice session, an alternate coach may be selected so that the practice will not have to be cancelled/rescheduled. Repeated absences by the head coach may result in future practices being cancelled and/or loss of privileges to reserve the gym for a time period designated by the executive officer or designee.

Damage/repairs:

Any Chickasaw Nation-owned equipment or other property destroyed, stolen or abused during a practice session shall be replaced and/or repaired by such responsible party within 30 days. The Chickasaw Nation reserves the right to seek any and all legal redress against the responsible party for all losses or damages.

General rules and regulations:

1. The head coach shall be a Chickasaw citizen and is expected to be at all scheduled/approved practices.
2. The practice session time begins and ends as indicated by the time slot(s) selected and approved. Please enter and leave the gym at the scheduled time. Failure to do so may result in future practices being cancelled.
3. No unlawful, offensive or political activities on the premises.
4. No alcoholic beverages, tobacco, illegal drug and/or firearms will be allowed on the premises. "Tobacco" includes any form of electronic cigarette, atomizing or vaporizing inhalation device whether or not it contains actual tobacco.
5. All children must be accompanied by a responsible adult.
6. Glass containers are not allowed in the gym or the surrounding area.
7. No pets are allowed, except service animals or special program animals (e.g., police canine).
8. Urinating or defecating in the gym or the surrounding area is strictly prohibited except in restrooms; urinals and/or toilets are provided in each restroom for that purpose.
9. The Chickasaw Nation reserves the right to control the management of the gym, and to enforce all necessary and proper rules for management and operation of the gym, through its executive officer, director, police, fire and other designated representatives.
10. No heels, boots or other abrasive shoes will be allowed on the basketball court. To protect the finish of the basketball court- athletic shoes are preferred.
11. Participation in any physical activity has possible inherent and unforeseen risks which include injury or death. Anyone attending practice sessions and/or using the practice fields assumes all risks and shall be responsible for taking proper precautions. THE CHICKASAW NATION IS NOT RESPONSIBLE FOR ACCIDENTS.



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Closures:

1. The gym may be closed or its use limited by the executive officer or his designee to ensure the safety and security of the public and/or Chickasaw Nation property when fire hazards, inclement weather or other hazards exist.
2. No person shall refuse an order to evacuate the gym property in time of an emergency or when ordered to do so by an officer of the Chickasaw Lighthouse Police Department or the executive officer or his designee.

Indemnification and hold harmless:

The responsible party shall indemnify and hold harmless the Chickasaw Nation, its employees and agents, from and against any claims, demands, losses, damages or expenses relating to bodily injury or death of any person or damage to real and/or tangible personal property, incurred while the responsible party is engaged in activities arising out of the application and General Use Agreement and to the extent proximately caused by the negligent or willful acts or omissions of the responsible party, its invitees, participants, guests or agents in the performance of such activities.