

# **APPLICATION FOR PARK USE**

(Applicant must be at least 21 years of age.)

Applicant's Name: Address: City/Sate/Zip:		Email Address:			
		Location: Date(s) of Event:			
Organization:		Maximum Attendance:			
-	tivity and Special Requests: d Sound, Tents, Vehicle Access)				

By policy established by official action of the South Suburban Board of Directors regarding the issuance of Park Use Permits for guaranteed reservations and/or alcoholic beverage consumption within the South Suburban Park and Recreation District jurisdiction. "On application made by responsible and identifiable individuals, corporations, or public bodies, South Suburban Park and Recreation District, hereinafter referred to as "District" is directed to issue a Special Use Permit for guaranteed reservation which would waive, with respect for those applying users, their immediate families and guests, the rules governing the first come, first serve basis and that this applies *only* to South Suburban outdoor facilities in excess of five acres, and providing that this not be in conflict with any other existing applicable regulations of any other governmental entity. Further, that provision for issuance of and enforcement of said permits be delegated to the Parks Department, and that a fee be charged for this permit in the form of an adequate sum of money sufficient to defray unusual and/or extra ordinary expense to the District."

### VIOLATION OF ANY OF THE PERMIT CONDITIONS MAY RESULT IN IMMEDIATE REVOCATION AND/OR FORFEITURE OF USE PERMIT FEE. REPAIRS OR CLEANUP BEYOND NORMAL USE WILL BE BILLED TO APPLICANT BASED ON COST OF SERVICE.

- 1. Lessee agrees to comply with all applicable rules, regulations, and policies of the District. Any misuse may result in cancellation of this agreement. The applicant will be responsible for his/her own actions and the actions of the parties represented as a result of this permit.
- 2. Motorized vehicles are prohibited. Vehicles for purposes of unloading or loading picnic supplies and all catering or concession vehicles must have on their dash board a Special Vehicle Permit which may be obtained from the Permit Office.
- 3. No commercial concessions shall be operated or charged or donation request of any kind be made of the public on the premises. Programs, circulars, pamphlets, handbills, etc. shall not be sold or given away or contain any advertising without prior District approval.
- 4. At termination of permitted use, the area shall be restored to a litter free condition. Repair or cleanup beyond normal use will be billed to applicant based on cost of service.
- 5. If additional security or traffic control measures are required, the District will not assume any financial responsibility but may assist with coordination functions and arrangements.
- 6. Tents, booths, stands, awnings, canopies etc. are prohibited without the express written consent of the District.
- 7. Destruction, damage or removal of any vegetation, or defacement of District property is prohibited.
- 8. Disorderly conduct and/or abusive language are prohibited.
- 9. Swimming, wading, boating, rafting, or tubing is prohibited in all District waterways.
- 10. Any machine or device for the purpose of amplification of human voice, music or any other sound is prohibited without the express written consent of the District. Parks within the City of Littleton require a permit from the City of Littleton in compliance with the noise ordinance.
- 11. Parks are open from 6:00 a.m. to 11:00 p.m. daily.
- 12. Pets *must* be on a leash not to exceed 6 feet in length. No pets are allowed at David Lorenz Regional Park.
- 13. Alcoholic beverage consumption is prohibited in South Suburban parks. Non-profit organizations holding fundraisers in District facilities must apply to and be in compliance with the applicable municipality's liquor licensing requirements. No glass bottles are allowed.
- 14. No participant or spectator involved in any organized games or contests may consume alcoholic beverages. Alcoholic beverages shall be prohibited within 100 feet of any athletic field or swimming pool and in certain park areas adjacent to a school. **PLEASE NOTE: all athletic fields are subject to league scheduling and these groups have priority use of fields.**
- 15. The District urges all groups to bring their own paper products for comfort stations as we cannot guarantee that paper products will be available.
- 16. A copy of this permit must be in the possession of the applicant or designated representative and shown to District personnel upon request.
- 17. The District does not permit any subletting of fields.
- 18. Under no circumstances are field users permitted to drive vehicles onto fields for any purpose. This includes snow removal, equipment drop off, or set up. Should this take place, said field user will be responsible for all damages to turf and irrigation equipment, user will be charged for the damages, and may lose all rights to future field use.

- 19. No materials are to be added to field surface except diamond dry or approved substitute. Baseball field prep and/or field lining access must be coordinated with the Parks Department prior to rental approval.
- 20. District parks and facilities are patrolled by local law enforcement agencies and all other applicable rules and regulations to include state statutes or city ordinances will be enforced.
- 21. The District and its employees will not discriminate on the basis of race, color, religion, national origin, sex, age veteran status or disability. The District prohibits discrimination based on disability for any individual or group permitted to use District facilities or properties. The District recognizes and endorses the Americans with Disabilities Act (ADA).
- 22. The temporary installation of inflatables within specific parks requires the express written permission from the District and a Certificate of Insurance from the Vendor that names the District as an additional insured.
- 23. If your group is larger than what you estimated for your event, South Suburban reserves the right to charge you the larger group fee.
- 24. A Certificate of Insurance naming South Suburban Parks and Recreation District as additional insured is required from organized sport groups, special events, tournaments, vendors & camp renters.
- 25. The District reserves the right to impose additional rules, regulations and/or restrictions to this permit.

#### Cancellation or date changes of less than thirty (30) days notice will automatically result in loss of permit fee.

#### I have read and fully agree with and accept all responsibility for the terms and conditions of this permit.

Applicant Signature:	Date:			
Approved by:	Date:			
FEE: Cash Check#:	CC (last 4-digits):	Exp:	Date Paid:	Total Amount Paid:

# TO CONTACT A PARK RANGER call 303.435.8227

## THIS IS A RELEASE: WAIVER AND RELEASE FROM LIABILITY AND AGREEMENT TO INDEMNIFY

IN CONSIDERATION of being permitted to enter for any purpose onto the property of South Suburban Park and Recreation District, as further defined in the Park Use Application, to which this RELEASE is attached. The undersigned hereby agrees as follows:

- 1. The undersigned is authorized to make this application on behalf of the party, group or organization he represents.
- 2. That upon entering any such areas as described in the Park Use Application, the undersigned will continuously thereafter inspect such facilities and all portions thereof, and his continued use thereof shall constitute an acknowledgement that he has inspected such facility and finds and accepts the same as being safe and reasonably suited for the purposes of the use; the further agrees and warrants that if at any time the facility is deemed to be unsafe, park officials will be notified, and use of the facility will be terminated.
- 3. The undersigned HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE SOUTH SUBURBAN PARK AND RECREATION DISTRICT, officials, and representatives on account of injury to the person or property which applicant alleges to represent caused by the negligence of the District while the undersigned and the persons he represents are utilizing the facility for any purpose.
- 4. The undersigned, on behalf of the group represented agrees to indemnify and hold harmless District or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership or corporation, to the extent caused by the negligent acts, errors or omissions of Applicant, any member of the group represented by Applicant, or any of its employees, agents or invitees of Applicant in its activities authorized under this Permit. In the event that any such suit or action is brought against District, District will give notice to Applicant within ten days thereof.
- 5. The undersigned, on behalf of the group represented, ASSUMES FULL RESPONSIBILITY FOR ANY PROPERTY DAMAGE caused by the negligence of the group.
- 6. The undersigned expressly acknowledges and agrees that the activities at the facility are dangerous and involve risk or serious injury and/or death and/or property damage.
- 7. IN THE EVENT INTOXICATING BEVERAGES ARE SERVED OR SUPPLIED BY WHATEVER MEANS ON THE PARK GROUNDS BY THE PERMIT HOLDER, THE RELEASEES SPECIFICALLY ACKNOWLEDGE THAT THE TERMS OF THIS RELEASE WILL APPLY THERETO IN EVERY RESPECT. THE PERMIT HOLDER/APPLICANT HAS ACKNOWLEDGED AND AGREED THAT IT WILL BEAR COMPLETE RESPONSIBILITY, IN ACCORDANCE WITH THE TERMS OF THIS RELEASE, FOR SUCH INJURIES OR DAMAGES TO PERSON OR PROPERTY WHICH MAY RESULT AND WILL INDEMNIFY THE SOUTH SUBURBAN PARK AND RECRATION DISTRICT FOR ANY AND ALL LIABILITY INCURRED BY IT AS A RESULT OF THE SERVICE OR SUPPLICATION OF INTOXICATING BEVERAGES ON THE PARK GROUNDS BY THE PERMIT HOLDER/APPLICANT.
- 8. The undersigned expressly agrees that the foregoing release, and indemnification agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado, and further, that if any part thereof is held invalid, the remainder of this agreement shall continue in legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT on behalf of himself and the organization and persons utilizing the permit, and further agrees that no oral representations, statements or inducements have been made.

Applicant Signature:

Date:

South Suburban Representative:

Date: