

WATERFORD RECREATION AND PARKS COMMISSION

Property Use Request for Waterford Community Center, WBP Pavilions & Athletic Fields

Please complete and return with payment to: Waterford Recreation & Parks, 15 Rope Ferry Road, Waterford, CT 06385
Cash – Check – Credit accepted

Checks made out to: **TOWN OF WATERFORD**

APPLICANT: _____ PHONE: _____

MAILING ADDRESS: _____ TOWN/CITY: _____ ZIP: _____

EMAIL: _____

NAME OF ORGANIZATION/EVENT: _____

LOCATION REQUESTED: **Community Center** _____/Room _____

Athletic Field (Location) _____

WBP Pavilion/s #1 #2 #3 OR Field/s #1 #2

(Waterford Beach Pavilion/s you will need to provide Guest List to the gatehouse the morning of picnic for guest to receive picnic entrance fee rate.)

EXPECTED ATTENDANCE: _____

DATE REQUESTED: _____ TIME: _____ TOTAL HRS: _____

FEES: \$ _____ ADDITIONAL FEES (i.e., lining, monitors, etc.): \$ _____

INSURANCE: _____ (copy on file: Y/N)

NAME OF INDIVIDUAL RESPONSIBLE FOR EVENT: _____
(If different from applicant.)

ADDRESS: _____ TOWN/CITY: _____ ZIP: _____

DAY PHONE#: _____ EVENING PHONE#: _____

This application will be reviewed and a copy of the decision will be forwarded to the applicant at the above contact information. Use of the facilities shall be in accordance with all provisions of the ordinance governing the use of the Town of Waterford parks, playgrounds, and recreational properties.

AGREEMENT:

I have read and understand the rules and policies as established by the Waterford Recreation and Parks Commission and to the best of my knowledge the above statements are true. It is understood and agreed that by signing this agreement, the undersigned and/or represented group will adhere to the policy and regulations of the Town of Waterford, Recreation and Parks commission as stipulated. The undersigned further understands that the Town of Waterford, recreation and parks commission is not responsible for any claims now or in the future, for any personal injuries or property damage resulting from this activity. The undersigned agrees that the Town of Waterford and its agencies are held harmless from any such claims or damages – including the possible risk of exposure to COVID-19 in public spaces. It is further understood that certain uses or activities may require presentation of a certificate of proof of liability insurance, naming the Town of Waterford as additionally insured.

USER SIGNATURE: _____ DATE: _____

USER NAME (**PRINT PLEASE**): _____

WATERFORD RECREATION AND PARKS COMMISSION

RULES AND POLICIES OF PICNIC AREAS, PARKS AND BALLFIELDS

Rules for all town owned property:

1. Applicants signing the request form assume all responsibilities of damages and actions by people attending this function.
2. All applicants for non-Waterford based groups may be required to appear before the Recreation and Parks Commission for individual consideration.
3. **Possession and drinking of alcoholic beverages** on any Town Park or Recreation area, including parking lots, **is prohibited**. A special permit may be acquired for single event use at the Waterford Beach Park fields and Jordan Green.
4. Smoking/Tobacco products is not allowed at playgrounds and recreational fields.
5. It is the responsibility of the applicant to see that the assigned areas are left in a clean and orderly condition and that all garbage, trash, refuse, recyclable products and paper shall be placed in the proper containers provided for this use. Any damages shall be reported to the Recreation and Parks Office as soon as possible.
6. Approval is required before use of any facility or park. Once a request has been approved and payment received, the reservation will then be confirmed by Recreation & Parks office staff via contact information provided.
7. All park hours, unless scheduled differently or special permission is granted from the Director of Recreation and Parks are 9:00am to dusk.
8. Parking is restricted to those areas so designated.

Group Picnic Rules:

1. Applications for group picnics must be scheduled through the Recreation & Parks Office at the Community Center. Large picnics and business groups may be required to have a \$1,000,000 Liability Insurance policy.
2. When there is more than one group using the assigned shelters, there will be a sharing of recreational facilities by everyone.
3. All **vehicles without season beach stickers** must pay the established **admission fee to enter** Waterford Beach Park.
4. Shelters will be assigned according to the number in each group.
5. There are **NO pre-paid or pay later** picnics. A guest list must be provided in order for attendees to receive picnic guest rate.
6. Any special requests (**i.e. any equipment that needs to be brought in, bands, DJ, tents, etc.**) must get permission from Recreation and Parks. Letter of request must accompany application.
7. **NO** Moonwalks or inflatable apparatus allowed.

All Athletic Fields:

1. Non-Residents may need insurance certificate naming the Town of Waterford as secondary holder.
2. The sponsor of this group using Town of Waterford property is responsible for making sure all rules and regulations are abided by all individuals participating and spectating at your function.



FIFTEEN ROPE FERRY ROAD

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Hold-Harmless and Indemnification Agreement

The Applicant shall fully indemnify, defend and hold harmless the Town of Waterford and/or the Waterford Board of Education and all of their respective officers, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind occurring during the term of the agreement and alleged to have been caused in whole or in part by the Applicant, and even if caused by the negligence of the Town and/or the Board of Education or any of their officers, employees, agents, servants and volunteers. This obligation shall further apply to:

- (1) actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this contract, including any environmental matters, and including the acts of commission or omission (collectively, the "Acts") of the Applicant or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the applicant is in privity of oral or written contract (collectively "Applicant Parties");
- (2) liabilities arising, directly or indirectly, in whole or in part, in connection with this contract, out of the Applicant's or Applicant Parties' Acts concerning its or their duties and obligations as set forth in this contract, and;
- (3) all damages, losses, costs and expenses, including but not limited to, attorneys' and other professional fees, that may arise out of such claims and/or liabilities for personal injury, bodily injury, workers' compensation, emotional injury, death, property damage or any other injury or loss caused in whole or in part by the Acts of the Applicant or any Applicant's Parties. The Applicant hereby covenants and agrees that the Town and/or the Board of Education shall be endorsed on the Applicant's policies of insurance as additional insured. The Applicant hereby further covenants and agrees to obtain a policy of insurance, with minimum limits of liability containing an endorsement that covers this agreement to indemnify, defend and hold harmless the Town and/or Board of Education or any of their officers, employees, agents, servants and volunteers. The Applicant hereby further covenants and agrees to obtain an endorsement to said policy of insurance policy that the Applicant's insurance is primary and any insurance obtained, or self insurance provided, by the Town and/or Board of Education is excess. The Applicant's insurance carrier will waive all rights of subrogation against the Town and/or Board of Education, and all of their respective officers, employees, agents, servants and volunteers. The Applicant hereby further covenants and agrees to furnish a copy of the insurance policy that meets all of the above requirements before any work or use of the property commences.

APPLICANT SIGNATURE

DATE

APPLICANT NAME