



WEST VINCENT

TOWNSHIP FIELD USE RESERVATION APPLICATION

NAME: _____

ADDRESS: _____

E-MAIL: _____

PHONE: _____ CELL PHONE: _____

ORGANIZATION/TEAM NAME: _____

SPECIFIC FIELD AND DATES REQUESTED:

(Attach a separate sheet of paper, if needed)

FEE SCHEDULE: Field Use - \$40.00 per hour. Fees must be paid when application is submitted.

FEE SUBMITTED: _____

FIELD USE GUIDELINES

RAINOUTS: The field may only be used weather permitting and field conditions permitting. Please be responsible about your use of this West Vincent Township owned facility. You know when the fields should not be in use and when use is causing damage. Use during inappropriate weather or field conditions is grounds for expulsion from field use without reimbursement and that team will be responsible for facility restoration costs.

NO REFUNDS:

The Township cannot reimburse for dates that are unusable due to weather conditions (rain outs) or for deletions of scheduled dates, but will attempt to reschedule your date(s), schedule permitting. There is no guarantee that dates will be rescheduled.

Signature

Date

Print

Approved by Township:

Fee Submitted: _____

Date: _____

Township Official: _____

Date: _____

WEST VINCENT TOWNSHIP PARK RULES & REGULATIONS

1. Park users must abide by all signs.
2. Park hours: Dawn to Dusk.
3. No littering or dumping.
4. Pets must be leashed at all times. Animal waste must be removed by the owner.
5. No fires or camping.
6. No commercial activity or soliciting.
7. Motor vehicles are permitted in the driveways and park lot areas only.
8. No alcohol or illegal substances allowed in the park at any time.
9. No illegal discharging of firearms, no fireworks, rockets, explosives or weapons.
10. No excessive noise or indecent language.
11. No hunting or shooting.
12. No demonstrations without specific permission from the Township Manager.
13. No glass containers.
14. No skateboarding or roller skating/blading.
15. Balloon Bounce structures/devices are not permitted.
16. Staking canopies or tents to the ground is not permitted without the prior approval of the Township Manager.
17. No defacing or damaging property.
18. No wading, swimming or ice skating in the pond.
19. No camping, archery, golfing or horseback riding.
20. No disturbing wildlife or vegetation.
21. Fees must be paid prior to reservation date.
22. All park visitors and users must agree to indemnify, defend and hold harmless West Vincent Township, its agents, employees, servants, successors and assigns from any and all claims and losses in connection with the usage of the park and its facilities.
23. Township Manger approval is required for:
 - a. Pavilion Reservation
 - b. League use of sports fields
 - c. Parades
 - d. Ceremonies
 - e. Musical Events
 - f. Theatrical or other entertainment
 - g. Public meetings or gatherings

Teams are to submit the attached RELEASE & INDEMNIFICATION FORM and provide a CERTIFICATE OF INSURANCE naming West Vincent Township as Certificate Holder and Additional Insured. All documents must be received by the Township prior to field use.

INSURANCE COVERGE REQUIREMENTS

1. Comprehensive General Liability Insurance with minimum limits of One Million Dollars **(\$1,000,000)** per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
2. Two Million Dollars **(\$2,000,000)** for General Aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
 - Premises and/or Operations
 - Independent LEAGUES/TEAMS
 - Broad Form Property Damage
 - Broad Form Contractual Coverage applicable to this specific Permit/Agreement
3. Non-Owned Automobile Liability One Million Dollars **(\$1,000,000)**
4. Molestation & Abuse Liability Coverage One Million Dollars **(\$1,000,000)**

RELEASE AND INDEMNIFICATION

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned:

1. Represents to West Vincent Township the undersigned signatories are authorized to execute this Release and Indemnification on behalf of and in the name of _____ (referred to herein as the "Sponsoring Organization") and; (Print: *Formal Team/League or Family/Company/Organization Name*)

2. That in consideration of (i) the permission granted by West Vincent Township (the "Township") to the undersigned and the Sponsoring Organization, at their request, to use the Township's parks and recreation facilities (collectively the "Park"), (ii) *intending to be legally bound* hereby, the undersigned and the Sponsoring Organization, and their guests and members (collectively the "Releasing/ Indemnifying Parties") agree to be bound by the terms of this Release and Indemnification; and

3. That by execution of this Release and Indemnification, the Releasing/ Indemnifying Parties do hereby remise, release and forever discharge the Township, its elected and appointed officials, and its agents, servants and employees (the "Released/ Indemnified Parties") of and from all obligations, liabilities, causes of action, judgments, and all other claims and demands of any nature whatsoever, whether in law or in equity (collectively "Liabilities") for personal injuries or death, whether known and unknown, foreseen and unforeseen, temporary or permanent, including property damage (collectively "damages"), which accrue or may accrue or arise or result from the Releasing/Indemnifying Parties use of the Park, whether such damages shall occur as a result of the Releasing/Indemnifying Parties actions, fault, or negligence, or the actions, fault, or negligence of other users, occupiers or possessors of the Park, including the Released/Indemnified Parties; this Release also including, in addition to the foregoing, all rights of and claims for contribution from and indemnification by the Released/Indemnified Parties; and

4. The Releasing/Indemnifying Parties shall at all times hereafter indemnify and hold harmless the Released/Indemnified Parties from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and other litigation expenses) incident to any claims, suits, actions or proceedings which the Released/Indemnified Parties may hereafter suffer, incur, be put to, or pay by reason of any actions of or activities conducted by the Releasing/Indemnifying Parties in or upon the Park; and

5. In every instance where the undersigned, the Sponsoring Organization, or any other of the Releasing/Indemnifying Parties shall have notice that any claim, demand, suit or cause of action (collectively "claim") whatsoever exists, or has been asserted, or is threatened, which would or could constitute a claim hereunder to be indemnified, they shall promptly notify the Township of all of the facts within its/their knowledge with respect thereto. For its part, the Township will notify the undersigned should such facts come into its possession. The Township reserves the right, but shall not have the obligation, to contest through its own counsel, any such claim, including the right to appeal to a court of the highest appellate jurisdiction. If the Releasing/Indemnifying Parties should fail to contest or resist any such claim within a reasonable time after receiving notice thereof, but not later than ten (10) days after such notice, the Township upon becoming aware of the claim shall have the right to satisfy and discharge the same by suit, settlement or otherwise. The amount of any such claim determined to be due by way of judgment following suit, settlement or otherwise, shall become due and payable immediately by the Releasing/Indemnifying Parties to the Released/Indemnified Parties upon the Township's written demand for such payment.

By execution of these presents, the undersigned(s) do hereby bind himself/herself and itself, and the Sponsoring Organization, and its and their respective heirs, successors, executors, administrators and assigns, jointly and severally, to the terms of this RELEASE AND INDEMNIFICATION.

IN WITNESS WHEREOF, *intending to be legally bound* hereby, the undersigned have/has executed this Release and Indemnification on behalf of the Sponsoring Organization identified hereinabove this _____ day of _____, _____, for the following use(s): Field Use for the following year: _____, at West Vincent Township's Evans Park..

PRINT Sponsoring Organization
(**PRINT**: *Formal Team/League or Family/Company/Organization Name*)

PRINT Authorized Person/Officer/Title
(**PRINT**: *Formal Team/League or Family/Company/Organization Name*)

By: _____
SIGNATURE Authorized Person/Officer/Title
(**SIGNATURE** of person with authority to bind Family/Company/Organization to Release)

PLEASE READ THIS BINDING LEGAL DOCUMENT CAREFULLY. AS A PROSPECTIVE USER OF A FACILITY OF WEST VINCENT TOWNSHIP, IT IS NECESSARY THAT YOU SIGN THIS RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT BEFORE YOU OR ANY MEMBER OF YOUR ORGANIZATION WILL BE PERMITTED TO USE A TOWNSHIP FACILITY. BY SIGNING THIS DOCUMENT, YOU, YOUR ORGANIZATION AND THE MEMBERS AND GUESTS OF YOUR ORGANIZATION ARE RELIEVING WEST VINCENT TOWNSHIP OF ANY RESPONSIBILITY FOR ANY UNTOWARD OCCURRENCE, INCLUDING PERSONAL INJURIES, DEATH AND PROPERTY DAMAGE, ARISING OUT OF THE USE OF SUCH FACILITY; AND, YOU AND YOUR ORGANIZATION ARE AGREEING TO HOLD WEST VINCENT TOWNSHIP AND ITS ELECTED AND APPOINTED OFFICIALS, AGENTS, SERVANTS AND EMPLOYEES HARMLESS FROM ANY DAMAGES RELATED THERETO, AND ARE AGREEING TO INDEMNIFY WEST VINCENT TOWNSHIP FROM AND AGAINST ALL DAMAGES, CLAIMS, LOSSES, DEMANDS, JUDGMENTS AND COSTS ON ACCOUNT OF ANY INJURY OR DAMAGES TO ANYONE USING THE WEST VINCENT TOWNSHIP FACILITY UNDER YOUR AUSPICES, WHETHER OR NOT SUCH USER IS SUBJECT TO YOUR DIRECTION OR CONTROL. YOU HAVE THE RIGHT TO SEEK THE ADVICE OF YOUR ATTORNEY BEFORE SIGNING THIS DOCUMENT.