

RELEASE, INDEMNITY, AND WAIVER OF LIABILITY

NOTICE: This Permit contains a release indemnity and waiver of liability and when signed is a contract with legal consequences. Please read it carefully before signing your name.

TO BROWARD COUNTY: In consideration of the opportunities afforded to me and/or my group by this Permit, I, the undersigned participant, freely agree to and make the following contractual representations and agreements:

I, the undersigned, do hereby knowingly, freely, and voluntarily assume all risk and liability for any damage or injury that may occur as a result of my and/or my group's use of the park facility identified herein during the time period I and/or my group are using same and further agree to release, waive, discharge, and covenant not to sue Broward County, its officers, agents, employees, and volunteers (all for the purposes herein referred to as "Releasees") from any and all liability or claims that may be sustained by me directly or indirectly in connection with, or arising out of, my or my group's use of the park facility as described herein, whether caused in whole or in part by the negligence of Broward County or the Releasees.

I further agree to indemnify and hold Broward County, its officers, employees, and agents harmless from and against any claim, demand, or cause of action of whatsoever kind or nature, including attorney's fees, costs, and expenses, resulting from losses sustained by third parties arising out of actions or alleged actions in connection with this Permit.

I agree that I have read this form, fully understand its terms, and understand that I, or anyone who may claim to have rights on my behalf, have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and agree that, if any portion of this contract is held to be invalid, the balance notwithstanding shall continue in full legal force and effect.

Applicant's Name: _____	Signature of Applicant: _____	Date: _____
Form of I.D. Presented: _____	Phone or Contact #: _____	
Park Employee Name _____	Signature of Park Employee _____	Date: _____
Completing Permit: _____	Completing Permit: _____	

NOTICE: This document is deemed a public record under the laws of the State of Florida and can be inspected by anyone, including vendors and caterers, who may solicit business from this record.

In an effort to not receive unsolicited phone calls, you may choose to register your phone number with the National Do Not Call Registry maintained by the Federal Trade Commission by calling toll-free 1-888-382-1222 from the telephone number you want to register, or online at <http://www.donotcall.gov>. Broward County does not warrant that the registration information provided for above is guaranteed to eliminate unsolicited phone calls.

Broward County Parks and Recreation Division Park Permit Rules and Regulations

INITIALS

___ **ACCESSIBILITY COMPLIANCE (FOR PRIVATE RENTALS/SPECIAL EVENTS ONLY):** This is a private rental/function that is not open or advertised to the general public. The Permittee will be responsible for providing modifications, accommodations, and auxiliary aids and/or services that may be requested by or necessary for their guests/invited attendees.

___ **ACCESSIBILITY COMPLIANCE (OPEN TO THE PUBLIC RENTALS/SPECIAL EVENTS ONLY):** Agree to affirmatively comply with all applicable provisions of Title I, Title II, and/or Title III of the Americans with Disabilities Act (ADA) in the course of providing any services, programs, and/or activities regarding nondiscrimination on the basis of disability, and all applicable regulations, guidelines, and standards.

___ **ADMISSION/FEEES:** This Permit does not include the gate admission fees charged on weekends and holidays or any park amenity fees. Everyone (including the Permittee) is required to pay gate admission. The Permittee has the option of prepaying gate admission for all guests with this Permit. Arrangements must be made with park management two (2) weeks prior to the reservation date for the rental or special event.

___ **AMUSEMENT RIDES/ENTERTAINMENT EQUIPMENT:** See Policy.

___ **ASSIGNMENT:** No subcontracting on this Permit or any other permit associated with the rental/special event is allowed without written permission from park management.

___ **BEER/WINE ONLY:** Pursuant to Chapter 251/2 of Broward County Code the consumption of beer and wine is permitted only within certain Broward County parks (could be designated to only certain areas within a park). Any other beverages with alcohol content are prohibited. No alcoholic beverages are permitted at neighborhood parks without a special permit from Park management. No alcoholic beverages are permitted on any athletic fields or inside complexes. Park management has the authority to revoke all permits. Local authorities will be notified if alcoholic beverages are being consumed by minors. Distribution and consumption of all alcoholic beverages must be shut down one (1) hour prior to park closing. Glass containers are prohibited.

___ **CANCELLATION/REFUND (RAIN OR SHINE):** The reservation date on this Permit, subject to the park manager's approval, is strictly for the date noted and shall not be affected by weather conditions. Any cancellations or date transfers must be made at least fourteen (14) days prior to the reservation date. Refund requests must be submitted in writing, by fax, or via e-mail to park management and accompanied by a paid receipt. Transfers must be done in person, by fax, or via e-mail. Phone transfers are not accepted. Refund requests do not automatically mean approval of a refund. Approved refund requests will be received in the form of a County issued check in approximately six (6) to eight (8) weeks, if payment was made by check or cash. Credit card refunds are typically refunded within five (5) working days. The prevailing cancellation/transfer fee will be applied to all cancellation/transfer requests.

CLEANUP/SECURITY DEPOSITS: The Permittee is required to post a cash deposit on the date of use. The cleanup/security deposit should be claimed within one (1) hour of park closing for the day, and the shelter and/or facility must be clean and empty. Extra dumpsters, catering equipment, bounce houses, and portable restrooms must be removed prior to release of the deposit. Deposits will not be refunded if the facility is not left in a clean and empty condition or if nails, staples or tacks were used to hang or attach decorations. Only tape can be used on park facilities and must be removed. Returns of cleanup/security deposit refunds and/or fees paid are at the discretion of park management. All equipment must be removed, shelter/rental area cleaned and activities completed in order to return deposit. Park will not issue refund deposits after 180 days.

EVENT PERSONNEL: Pursuant to the terms and conditions contained in this Park Permit, Permittee shall only hire vendors for the scheduled event who have been placed on the County's approved vendor list and/or have met the Park's requirements per the attached Addendum as applicable.

FORCE MAJEURE: County shall not be held liable for loss or damage suffered as a result of any delay, interruption, or failure in performance, to include loss of facility and/or equipment use, under this Park Permit, resulting directly or indirectly from natural disasters or unforeseen circumstances. This also includes any action taken by any agency with jurisdiction in this park and/or activity, including but not limited to municipal (e.g., fire, police, etc.) state, and/or federal agency, etc.

GENERATORS/SPECIAL EQUIPMENT: Outlets at most park shelters are 20 amps only. All bounce houses, amplified music, or other equipment using a significant amount of electricity must be self sustaining with a generator. It is Permittee's responsibility to ensure that all vendors and caterers are aware of this requirement. All vendor attractions must be attended by the vendor at all times or the attraction(s) may be shut down by park management. Vendors must keep their staff on site at Permittee's special event to monitor bounce houses, animals, etc., and all staff must wear a shirt identifying the vendor's company. Horses and personal farm animals are not allowed in picnic shelter areas.

INSURANCE: Permittee is a state agency, public body politic, or political subdivision of the State of Florida, as defined by Section 768.28, Florida Statutes, as amended from time to time. Permittee shall furnish to County's Risk Manager, upon request written proof of liability protection in accordance with Section 768.28, Florida Statutes, as amended from time to time, prior to the activity described herein being held by Permittee. Additionally, if Permittee elects to purchase any additional liability coverage including excess liability coverage, Permittee agrees that the Broward County Board of County Commissioners will be listed as the certificate holder and included as an additional named insured on the certificate.

LIGHTNING POLICY: This park employs a Lightning Prediction System, which will sound a 15-second horn blast, accompanied by a flashing strobe, alerting you a storm is imminent. Once the alarm has sounded and strobes remain flashing, outdoor activity is to be suspended and shelter should be sought immediately, either in a large building or in an enclosed vehicle. Outdoor activity should resume only after three (3) five-second horn blasts are sounded indicating the storm has moved out of the area. **IF YOU REMAIN OUTDOORS AFTER A WARNING ALARM IS ISSUED, PLEASE BE ADVISED THAT YOU DO SO AT YOUR OWN RISK!**

LOUD/AMPLIFIED SOUND/MUSIC: Amplified music or loud noise that disturbs other park patrons or adjacent property owners is prohibited, unless otherwise approved by park management. Park management has the authority to require Permittee to turn sound down or off. Failure to comply with this rule will result in loss of the security deposit and may result in expulsion from the park.

MARKETING MATERIALS: Provide Broward County Parks and Recreation Division Marketing Section (954-357-8100) with all special event publicity materials for review prior to release.

MAXIMUM PEOPLE/CONDUCT: Attendance at each facility is up to the maximum capacity as established by the Broward County Parks and Recreation Division. The expected attendance noted on this Permit must be accurate. If park management observes a substantial difference between actual attendance and expected attendance, the security deposit may not be returned. If expected attendance is 250 or more, additional requirements must be met, i.e., Permittee must contact appropriate local law enforcement and hire a police detail as deemed necessary by that agency. Permittee must take all necessary steps to control all guests and/or participants. Any person violating these rules or constituting a public nuisance or potential hazard to public or park property, or exhibiting disorderly conduct, may be expelled from park property without any kind of refund.

PARKING: All vehicles must be parked in designated areas only. Any other arrangement must be approved by park management and noted on this Permit. Pursuant to Florida law, park management reserves the right to tow abandoned and illegally parked vehicles or boats.

PETS: Where permitted, pets must be on leashes no more than six (6) feet in length and in immediate control of owner at all times.

RECYCLING: Permittees shall encourage recycling of materials used and make sure recycling bins are not used for garbage.

SALE OF GOODS, MERCHANDISE, RAFFLES, ETC.: The sale of any food, beverage, or merchandise to the public without written park management approval is prohibited.

SITE PLAN: Provide Broward County Parks and Recreation Division with an Event Site Plan indicating the exact layout and location of all activities/entertainment, vendor tents and booths, restrooms, first aid, parking, staff/volunteers check-in, etc. Include how persons with disabilities will have equal access and opportunity to the special event activities to be provided (see Section 10: Accessibility Compliance and Site Plan). Provide by (date). This plan becomes part of this Park Permit.

SPECIAL REQUIREMENTS: Extra dumpsters, parking crew, portable toilets, off-duty police officers, etc. may be required, depending on: (1) expected attendance; (2) facility being reserved; (3) use of special equipment; and (4) other miscellaneous conditions as determined by park management.

SWIMMING: No swimming or wading is permitted in any lakes or bodies of water within or around the park that have not been designated for such use and staffed with certified lifeguards.

Noncompliance with any of the above-stated rules may result in revocation of permit, loss of cleanup/security deposit/paid fees, and immediate expulsion from the park. This conduct could also result in the denial of any subsequent applications for reservation at any Broward County park for period of at least one year (or to be determined by park administration).

Permit Holder must comply with all with all applicable local, state, federal regulations.