

AGREEMENT FOR USE OF TOWN PARKS AND SPORTS FIELDS

The following rules and regulations have been promulgated by the Town of McCordsville, Hancock County, Indiana ("Town") for any person, group, corporation or other entity using the Town's Park facilities. No waiver change or amendment may be made unless in writing and signed by the Town Manager or his / her designee.

SECTION I: FEES, AGREEMENTS AND USE

- A. Premise: This Agreement pertains to use, and operation of Town owned parks generally located at 6280 West 800 North, commonly known as Town Hall Community Park and CR 600 West in Old Town, McCordsville and commonly known as Old School Park.
- B. Use: The Town Parks shall be used for parks and recreation purposes only with no commercial use or any use not permitted by the Laws of the State of Indiana or local jurisdictions. The Parks may not be used for any other recreational purpose with the express written consent of the Town. No permanent or temporary improvement shall be constructed at the Parks without the written consent of the Town.
- C. Written Agreement: A signed copy of this Agreement must be returned to the Town 48 hours prior to use of its Park facilities along with payment of any fees required and submitted to the Town. Failure or refusal to do so may result in scheduled use of the park(s) not to be recognized by the Town or in removal from the park facilities.
- D. Fees: The Town assesses a fee of \$50.00 for one time use and \$100.00 for multiple usage payable in advance before an organization / league may begin scheduling to use or using the Parks.
- E. Scheduling: Users will present their preferred use schedule for the Parks in advance to the Town. The Town will schedule practices and games on a first-come, first served basis, with scheduling determinations of the town being final. The Town emphasizes the scheduling among leagues and teams will be guided by a cordial and neighborly process attempting to accommodate each user fairly. Scheduling for all-day or multi-day events must be presented 30 days prior to the event and may be subject to additional terms, fees or deposits depending on the extent and nature of the event. Events may be subject to the Town's Special Event Policy which can be found at www.mccordsville.org.
- F. Term: This agreement shall cover a term of January – October 2021.

SECTION II: RULES AND REGULATIONS FOR USE OF PARKS

- A. Alcoholic beverage consumption: Use or sale of alcoholic beverages at the park(s) is prohibited, unless expressly permitted by the Town Manager.
- B. The use of drugs and controlled substances by any person not having a prescription for said drugs or controlled substances is forbidden at all Town Parks.
- C. Hunting, open fires, and fireworks are not allowed at any of the Town Parks.
- D. Use of tobacco at Town Parks is prohibited. This includes smoking, chewing tobacco, vaping and smokeless tobacco.

- E. Signage: No advertising or sponsorship signage shall be affixed to any structure or be posted to suggest the Town's support or endorsement of any person, business, entity or cause without the Town's written permission. Temporary 'game-day' signage is permitted identifying a scheduled event and way-finding-signage is permitted as long as it is not in the Town's right-of-way.
- F. Sound Amplification: Loudspeakers or audio systems shall not be used in such a way to create a nuisance or otherwise disturb the peace of others in the vicinity of the park. **Park users must adhere to the Town's Noise Ordinance.**
- G. Users, leagues, players and all guests of the Parks shall follow the laws of the State of Indiana, the provisions of this agreement and local ordinances. Any person is subject to removal from the Park for violating the Park rules, State Law, the provisions of this agreement, or McCordsville Ordinances. Any person may be prohibited from using the Park permanently for cause. Any User, League or Organization may be permanently prohibited from use of the Park(s) for violation of rules, State Law or McCordsville Ordinances without a right to recovery of fees or deposits stated herein.

SECTION III: CLEAN-UP POLICIES

- A. Cleanup: After each game, tourney, practice or otherwise all trash should be placed in provided containers, signage removed, and personal items taken. Personal items left at the site will be considered abandoned.
- B. Charges: If after the completion of a game, tourney or event there is excess trash and rubbish or damages to equipment or grounds exceeding normal expected wear and tear, the Town may terminate this Agreement without refund of fees and decline to grant the user access to the facilities in the future.

SECTION IV: ADMISSIONS AND CONCESSIONS

- A. Admissions: Unless otherwise determined by the Town, users may charge admissions for any approved and scheduled games or tourneys held at the Town's Parks.
- B. Concessions: Unless otherwise determined by the Town, users may serve and sell concessions for any games or tourneys held at the Town's fields, subject to obtaining all necessary inspections and permits from the Indiana State Board of Health and the Hancock County Board of Health.
- C. Failure to Abide by Rules and Regulations: If a user violates the Rules and Regulations governing the use of the Park, or otherwise violates this Agreement, the user may be barred from future use of the facility. In addition, should the Town be required to enforce the rules and regulations through litigation, the user shall be responsible for costs of the litigation incurred by the Town This would include reasonable attorney's fees, interest at the Indiana Judgment Rate and any other reasonable or necessary costs of collection or enforcement.

SECTION V: WAIVER AND RELEASE

- A. **WAIVER AND RELEASE** In consideration of being permitted by the Town of McCordsville to use its facilities, any park user on behalf of itself and its sports team, organization and company, and those team members, their families, guests and invitees hereby waive, release and discharge any and all claims for damage for personal injury, death or property damage which it may have, or which may hereafter accrue, as a result of participation in activities at the Parks. This release is intended to discharge in advance the Town, its officers, employees and agents from any and all liability arising out of or connected in any way with participation in activities at the Town's facilities. It is understood that sports involve an element of risk and danger of accidents or other injuries. It is further agreed that this waiver, release, indemnification and assumption of risk is to be binding on all those individuals or entities set forth above in addition to my heirs and assigns. The undersigned agrees to indemnify and to hold harmless the Town, its officers, employees and agents from any loss, liability, damage, cost or expense which they may incur as the result of any death or any injury or property damage that I or any and all of those individuals or entities set forth may sustain while participating in any activity at the Town's facilities. The Town shall not be responsible for loss of personal property of any kind for any reason.
- B. **REPRESENTATIONS:** By entering into this agreement the undersigned represents and warrants to the Town that it has obtained the consent of the parent or guardian of every member of its team / organization and also from any other team or organization that it invites to the Town's facilities waiving and releasing the Town from liability from risk of injury while using its facilities, including risk of death and/or property damage.
- C. **INDEMNIFICATION:** The undersigned agrees for him or herself and on behalf of his or her organization to indemnify and guaranty this agreement and all representations made here and defend the Town against any claims made by his or her team, organization or its guests and invitees who visit the Town's park to participate in, officiate, organize, sell concessions, or spectate our event. The Town may require that any user provide proof of insurance naming the Town as an additional insured party, in writing, with 30-days' notice of cancellation of a policy of indemnification for all risks, losses or casualties identified here in the aggregate amount of \$1 million.
- D. **LIMITATIONS:** The Town's limitation for loss or damages arising under this Agreement or for any Users subject to this agreement solely to the usage fees charged under this Agreement and any damages over and above the fees identified herein are waived.

SECTION VI: MISCELLANEOUS

- A. **LAW AND VENUE:** This Agreement shall be interpreted pursuant to the Laws of the State of Indiana and venue for any disputes arising under this Agreement shall be in the Courts of Hancock County, Greenfield, Indiana.
- B. **SEVERANCE:** If any part of this Agreement is found to be contrary to law, that provision only shall be omitted and the remainder of the Agreement shall be given full force and effect.
- C. **ACCEPTANCE:** No Party shall be construed as drafter of this Agreement any ambiguities shall be not be construed against any Party.
- D. **AUTHORITY:** The undersigned represents that he or she has all necessary authority to enter into this Agreement and has had reasonable opportunity to review it before signing.
- E. **COUNTERPARTS:** This Agreement may be executed by using two separate signature counterparts, each taken together will constitute a complete Agreement.

I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND MY ORGANIZATION AND THE TOWN AND I SIGN IT OF MY OWN FREE WILL.

USER / GUEST:

Sign

Print

Title & Organization

_____/_____/_____
Date