

I, as group representative and renter, hereby reserve the above listed field for the above listed date(s) and time(s). As the legally responsible party for this group, I understand it is my duty to see that all park rules are obeyed by the group while using the facilities. The following rules and regulations are applicable to the user of all fields within New Albany Parks and Recreation. All reservations are on a first come, first served basis. A reservation is not confirmed until payment is received.

PARK RULES AND REGULATIONS:

PLEASE READ CAREFULLY: I, AS GROUP REPRESENTATIVE AND RENTER, UNDERSTAND THAT...

- All posted rules must be observed and enforced.
- Permission to reserve at Anderson Park, Billy Herman Ballpark, Fairmont Park, Griffin Street Park, Joe Kraft Park, and/or Sertoma Park will be granted only when the function can be reasonably accommodated by the park system. Such use must not unduly interfere with the rights of the general public and will not present a clear and present danger to public health and safety in the community.
- Any person(s) requesting a ball field must be 21 years of age or older.
- The possession and/or consumption of alcoholic beverages is prohibited on park property.
- No drugs, firearms, fireworks, or glass containers are permitted on park property.

(continued on reverse side of form)

- No smoking or tobacco product usage (including usage of e-cigarettes/vaping or smokeless tobacco, like dip or chew) is allowed on park property.
- Vehicles must park within the parking lots in designated parking spaces and cannot impede the flow of traffic or block fire lanes.
- New Albany Parks and Recreation does not assume responsibility for any lost or stolen personal property. Each individual must take reasonable precautions to protect his or her personal property. Please keep all personal property under observation or in a secured area. If you do become a victim of theft, immediately report it to the Police.
- I am responsible for the supervision of my group.
- I am responsible for any damage(s) incurred to the property, and I am responsible for the cleaning and trash/debris pick up of the ball field and all areas used as a result of my reservation. I am also responsible for making sure the ball field and all areas used are restored to the state in which they were reserved. Any additional clean-up of the area by park employees will be billed to the user at the rate of \$25 per hour (with a minimum charge of \$25) plus the cost of materials to repair any damages.
- Any agreement for the use of the ball fields may be terminated should the circumstances dictate that they are needed for department maintenance, programs, and/or tournaments. In such situations, notice will be given to the renter of the ball field, and the renter will need to request alternate practice fields, dates, and/or times should this happen.
- If cancelling a reservation, 50% refund will be allowed only if notified no later than 30 days prior to scheduled event. Refund checks may take up to 30 days to process. *No refunds are given for inclement weather.* We will be happy to work with you to find an alternate date if we are notified at least 14 days prior to the reservation date. The reservation date can only be changed 1 time if a change of reservation date can be accommodated and is approved. If the rescheduled date is cancelled, no refund will be given and a fee of \$25 or 25% of the reservation fee (whichever is greater) will be applied to your account. We understand special circumstances can arise unexpectedly necessitating a last-minute cancellation or change of plans. In this event, please contact our offices to discuss your special circumstances and possible options.

*<u>Please Note</u>: Violations of park rules may result in a group being asked to leave the park property with no refund of the reservation fee.

By signing this contract, I, the undersigned, clearly understand and have received the policies regarding reservations at Anderson Park, Billy Herman Ballpark, Fairmont Park, Griffin Street Park, Joe Kraft Park, and/or Sertoma Park and will be responsible for my group complying with all rules and regulations contained within. I agree to be responsible for taking all reasonable and necessary actions to ensure the safety of the persons and property of all participants in the events during the rental period, including but not limited to, employees, participants, associates, guests, spectators, and any member of the public in attendance at any of the events being held by my group at the facility. I assume full responsibility for the supervision of my group and agree to defend, indemnify, and to hold harmless the New Albany Parks and Recreation department and the City of New Albany, its owners, agents, servants, and/or employees from all claims for any liability, responsibility, injury, loss, damage or expense, including attorneys' fees, in any way connected with the use of Park property. I understand that use of any Park property is voluntary, and I voluntarily assume and accept personal responsibility for any injury, liability, loss or damage arising from any and all risks, known and unknown, foreseeable and unforeseeable, in any way connected with use of Park property.

The above-named team has first rights to the ball field at the park specified above.

SIGNATURE OF RENTER

DATE

STAFF REPRESENTATIVE

DATE