

Toquerville City

212 N Toquer Blvd, Box 27, Toquerville, UT 84774
Tel: (435) 635-1094; Fax: (435) 635-5761



RESERVATION OF PARKS PAVILION / BALL FIELD

I/We wish to reserve the facilities of the Toquerville City Parks Pavilion and/or Ball Field in Toquerville, Utah, and do hereby agree to abide by the rules and regulations below. I/We assume full responsibility for any damages to the facilities or personal injuries of those in our party during our reservation time.

A security deposit is required for all rentals. Deposit will be refunded upon inspection of facilities by a member of the Toquerville City Staff. The person reserving may request a review of facilities to note any concerns. Maintenance Contacts: Lance Gubler 216-6465, or JD Adams 313-0454.

Type of Activity: _____

Date: _____ Time: _____

NOTE: The use of City facilities is primarily for Community and Residential use; other requests for use will be reviewed on a case-by-case basis; all requests are subject to final approval by City Staff.

Organization _____

Person Responsible (Please Print) _____ Phone: _____

Address _____ City: _____ Email: _____

RULES AND REGULATIONS REGARDING RESERVATION of PARK FACILITIES

- 1. Trash bags are provided by the City; we ask those who use the facilities to CARRY THE TRASH BAGS TO THE TOWN DUMPSTER AT CITY OFFICE or to your residence (due to animals in the area).**
- 2. Insurance restrictions prevent overnight parking or camping allowed at the facilities; RESTROOMS ARE LOCKED AND WINTERIZED from December 1st until danger of freezing weather and pipes is over.**
- 3. Facilities cannot be utilized before 7:00 a.m. and must be vacated by 11:00 pm; minor curfew code is enforced and THERE ARE NO ALCOHOLIC BEVERAGE ALLOWED AT THE FACILITIES.**
- 4. Parking is allowed in marked areas; ATV's are only used on designated trails or streets in the City.**
- 5. Animals are to be leashed and the party must clean up after their animals.**
- 6. Toquerville City Nuisance Ordinance prohibits the disturbing of neighborhoods by "prolonged, unnatural, loud, unnecessary or unusual noise"; please be considerate and cautious of this restriction.**
- 7. No slip and slides or bouncy houses to be erected on the grassy areas during the summer months.**
- 8. Please review the pavilion, tables, and surrounding area to make sure location is clean and without food residue.**

***PLEASE NOTE:** If the above rules and regulations are not followed, you may be denied deposit refund, or a portion thereof.

Churches, Boy & Girl Scouts, Neighborhood Watch, Government or Quazi-Government organizations, and other organizations specifically sponsored by Toquerville City are exempt from rental fees but deposit fees may apply. The exemption will apply for 3 days per year. If further use is required, the normal rental fees will apply. City sponsored entities may be exempt from the 3-day limitation.

TOQUERVILLE CITY
INDEMNIFICATION, HOLD HARMLESS AND RELEASE OF LIABILITY
AGREEMENT

Whereas _____ (hereinafter "User") desire(s) to use _____ (facilities or property) in Toquerville City (herein after "City") to engage in the following activities; _____, and in consideration of City's willingness to allow User to use said facilities and/or property, I _____, as the duly authorized agent acting on behalf of the User, herewith agree and promise Indemnify and hold City, its officers, agents, officials and employees, and volunteers harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of User, City, and/or their respective officers, agents, officials, members, employees, and volunteers, or any person or persons.

In addition, User agrees to repair, solely at Users Cost, all damage to City's facilities or equipment arising out or User's use or possession of said facilities or equipment.

User further agrees and promises to provide City with Certificate of Insurance verifying that User has acquired insurance sufficient to support User's promise to Indemnify and Hold City Harmless as outlined above.

User acknowledges that User has been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into this Indemnification / Hold Harmless / Release of Liability Agreement.

User understands and agrees that, by signing this Indemnification / Hold Harmless / Release of Liability Agreement, that User relinquishes all rights or claims to adjudication or recourse to which User may be entitled in relation to any damages or injury that may arise out of the above described activities.

User warrants that User enters into this agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.

User warrants that User has entered into the releases and waivers contained in this Agreement voluntarily and that User makes them without any duress or undue influence of any nature by any person or entity.

User agrees to assume all risk, chance or hazard that any loss sustained by User or any other person or entity may be greater or more extensive than is known, anticipated or expected.

Signature of User Agent

Date

Printed Name of User Agent

City Clerk