



WESTMINSTER

PARKS, RECREATION AND LIBRARIES PARK PERMIT AGREEMENT, RELEASE AND INDEMNIFICATION AGREEMENT TERMS AND CONDITIONS FOR USE OF CITY PARK GRAND STAIRCASE AND PARK.

The City of Westminster is committed to the health and wellness of its citizens. We recognize the role that outside fitness provider's play in assisting our citizens in their quest for a healthy life and welcome the use of our parks and trails to conduct training sessions.

Permits are required for business who are facilitating instructor-led classes for a fee, and draw more 5 participants per class. Classes can have a maximum of 40 participants per class. Classes larger than 40 participants will not be issued a permit. Permit fee for approved groups is \$100/per permitted time and day slot per year.

Access to grand staircase is subject to scheduled classes and events. If an event is being held at the top of the grand staircase in the plaza, permitted groups are restricted from utilizing the top two tiers of the staircase during the event. Group exercise activities are not permitted at the top of the staircase. Permit holders are not given exclusive rights to the grand staircase during permitted times. All group participants must vacate the grand staircase vicinity and surrounding areas at the end of the permitted time.

Exercise equipment that obstructs access to stairs, benches and other areas or that could cause damage to the venue or injury to others is not allowed. Signage (commercial or otherwise) is not allowed. Setting up tables and booths is prohibited. Amplified music is not allowed. Please limit the enjoyment of music to headphones.

All permit fees must be paid in full 30 days after permits are granted. Permit fees are non-refundable. Permit fee for approved groups is \$100/per permitted time and day slot. Permits will run calendar year, January through December.

Permit holder is responsible for all damages incurred to the facility during the permitted times. If damages occur, the permit holder will be billed.

City staff will have final say as to whether park and staircase is safe. In case of inclement weather or unsafe conditions staff will communicate closures by publishing information on the City of Westminster website at www.cityofwestminster.us. Under no circumstances will an event be conducted in parks deemed unsafe by City staff. It will be the responsibility of the user group(s) scheduled to inform participants as well as their staff of any decision made. No maintenance should be done by the reservation holder without written permission by City of Westminster staff.

Parks will be maintained on a regular basis and the user agrees to accept the park in its current conditions. Any additional maintenance requests must be submitted in writing and if approved, may be subjected to a fee. Permitted groups are asked to rotate the location of each exercise session in the park to ensure grass areas are not over-used

All items brought in by the permit holder for the permitted time slot must be removed from the park by the end of the permitted time. Neither the City nor its employees can be held responsible for any item left at the park by the permit holder, participants, athletes, or persons/companies providing service and/or equipment for the class.

The undersigned hereby assumes personal and individual liability for him/herself and on behalf of applicant/permit holder for any damages and subsequent repair or replacement caused by damages to said facility or equipment occurring through or during the occupancy or use of said facility by the permit holder.

Each permit holder is responsible for cleanup of all facilities and park used. Failure to thoroughly clean up permitted areas will result in a \$50 fee assessed per time slot.

Proof of liability insurance in the amount of ONE Million Dollars is required for your permit and the City is to be listed as an additional insured on the certificate of insurance. Please submit proof of liability insurance to the Westminster Sports Center, 6051 West 95th Avenue, Westminster, Colorado 80031. Proof of liability insurance must be received prior to first day of classes.

Proof of Westminster business license must be on file with the City's permitting office. All permit holders facilitating instructor led classes should maintain a national personal trainer or group fitness certification from a National Commission for Certifying Agencies (NCCA) recognized organization.

A signed copy of Park Permit Agreement, Release and Indemnification Agreement Terms and Conditions For use of City Park Grand Staircase and Park must be on file with the City's permitting office.

Granting of Park Permit is subject to the following additional terms and conditions:

- No alcoholic beverages are allowed to be brought into City parks.
- The facility shall be restored to a litter free condition upon completion of the permit times.
- Motorized vehicles are restricted to hard surface parking lots and streets. Only authorized city vehicles are permitted in City parks.
- Destruction, damage, or removal of any vegetation or defacement of any City property is prohibited.
- Climbing on City buildings, roofs, shelters, trees, and fences is prohibited.
- Disorderly conduct and abusive language are prohibited.
- Applicant/permit holder is responsible for his/her own actions and the actions of parties represented as a result of this permit.
- A copy of City issued permit must be in the possession of the applicant/renter at all times during use. One permit will be issued for each time slot. There will be a \$25 fee assessed for replacement permits
- Control of Dogs, Cats and Other Household Pets. May not bring or maintain in or upon any park or community building any dog, cat, or other household pet, unless such dog, cat or other household pet is kept at all times on a leash, not to exceed fifteen feet (15') in length, and under full control of its owner or custodian, except with the written consent of the Director. Persons shall not leave or deposit dogs, cats, fowl, fish, or other animals, whether dead or alive, in any park, lake, or community building except with the written consent of the Director.
- All general parks and community regulations as stated in Chapter 1, Title XIII of the Westminster Municipal Code also applies.
- An adult must accompany all guests age 8 and younger at all times.
- Do not park in fire lanes. Vehicles left unattended in fire lanes are subject to ticketing by the City of Westminster Police Department.
- Fundraisers and activities that collect fees require prior approval from the Director of Parks, Recreation and Libraries.

In the event that the /permit holder and/or its participants are unable to adhere to the above stated terms and conditions of the agreement, you will be charged additional rental fees and/or asked to vacate the premises by City staff and/or the City of Westminster police department. By signing below, the permit holder acknowledges that he/she is responsible for ensuring all guests adhere to the above terms and conditions and will provide payment for the use of the facilities by the assigned date.

In consideration for this Park Permit Agreement ("Agreement"), I hereby release and waive any claim of liability against the City of Westminster ("City") with respect to any loss, damage, illness or injury occurring from the rental and use of the field(s), except if the claim results from the negligence of the city. I acknowledge and assume the risks involved in the rental and use and assume any loss, damage, illness, injury or death resulting from such risks. I hereby agree to indemnify and hold harmless and covenant not to sue the City, its employees, agents and members of City Council WITH respect to any claim that I may assert as a result of the rental and use of the City facilities.

I HAVE READ AND AGREE TO THE CONDITIONS STATED ABOVE.

SIGNATURE OF RENTER _____ DATE: _____

PRINTED NAME: _____

BUSINESS/GROUP/TEAM NAME: _____