

## **Closed Use Permit Policy**

THE PATRON/ORGANIZATION GRANTED THIS PERMIT RESERVATION AGREES TO THE FOLLOWING STIPULATIONS:

1. Alcohol is only permitted at designated parks.
2. No vehicles may be driven on turf areas.
3. Litter generated by this event must be collected and placed in proper receptacles.
4. No person may be discriminated against on the basis of race, color, religion, sex or national origin during the use of any City of Houston facilities or property.
5. Transfer of monies on park property is strictly prohibited without the written consent of the Director.
6. Erection of structures on park property without express approval of the Parks and Recreation Department is prohibited. Nothing may be attached to trees or fixtures. Glass containers are prohibited.
7. Amplification, if permitted, must be kept low enough so that other persons will not be disturbed.
8. The selling of food, drink, or any other commodity on park property is prohibited without first securing the proper permits. (Contact the City of Houston Health Department at: 832-393-5100 for the required permits).
9. Permits must be presented upon request at all times during permitted event/activity.
10. This request must be accompanied by payment, in full, of all required fees and deposits.
11. Permits are not transferable nor for sub-lease. Should this violation be found, HPARD reserves the right to hold and/or cancel deposits and permits.
12. Permit holder must inspect facility to determine its suitability for activity purpose before making reservation.
13. In the event of an emergency on the day of the permitted activity, permit holder must immediately contact the HPARD Park Rangers Dispatcher at 832-395-7100 and the permits office at 832-394-8805 the next business day.
14. Permit holder must comply with all city ordinances, state and federal laws.
15. HPARD reserves the right to cancel any permit reservation.
16. Once a request for a reservation has been made, payment is required unless customer cancels a minimum of fourteen (14) calendar days prior to the event or it may affect future usage or rentals of any City of Houston facility and/or field.
17. The Park area you have requested is provided on an "as-is" basis. We urge you visit the park well in advance of your event to determine if it meets your requirements. Should you find any problems which need to be addressed, contact the permits office at least 10 days in advance of your event so that we can attempt to rectify the situation.
18. Requests for cancellations/rescheduling must be received in the HPARD Permits Office, in writing, a minimum of fourteen (14) calendar days prior to the scheduled event. There will be no refunds granted without the proper notification of cancellation/rescheduling. If, due to inclement weather, etc., your event is not held on the permitted date, you must immediately call the HPARD Park Rangers Dispatcher at 832-395-7100 and the HPARD Permits Office at 832-394-8805 by the first workday following the event in

order to receive credit for payment. Requests will be reviewed on an individual basis.

The park and area you request is provided on an "as-is" basis. We urge you to visit the park, well in advance of your event, to determine if it meets your requirements. Should you find any problems which need to be addressed, contact the permits office at least 10 days in advance of your event so that we may attempt to rectify the situation.

All reservations require a minimum of one (1) hour in between.

Deposit Policy:

I. A \$250 refundable deposit per field for adult leagues and a refundable \$100 deposit per park for youth leagues must be received by the permit office prior to starting league play. Cash, check, money order or a valid credit card will be accepted.

II. Youth leagues, which play on level one fields, must pay a \$250 refundable deposit as well.

III. If a deposit has to be withheld for any reason listed in section IV below, the refundable deposit for that field/park will then be raised to double the amount. The deposit must be replenished to the full amount due before the league will be permitted to resume play.

IV. If any of the policies below are not adhered to, your deposit will be withheld.

All litter generated by your group, including spectators, is to be picked up and disposed of in the proper containers immediately following the event. Glass containers are strictly prohibited. The park should be left in the same condition or better than it was found.

Consumption of alcoholic beverages is only allowed at selected parks. Team members consuming alcohol at an alcohol prohibited park will be in violation of this policy. If uncertain as to the status of your park, please call the permits office at either 832-394-8805 or 8804.

Vehicles are prohibited from driving on or parking on park grounds, except in designated areas.

It is a violation of this policy to play under conditions that should be evident would cause damage to the field. (e.g.: wet grounds).

Houston Parks and Recreation Department reserves the right to cancel this permit at any time.

I have read and agree to comply with the above procedures and stipulations and to abide by all additional City, State and Federal laws pertaining to the use of the permitted facility, and certify that the information I provided, and contained herein, is truthful. I further do hereby affirm that no person shall be discriminated against on the basis of race, color, religion or national origin by my team/organization during the use of City of Houston Parks and Recreation Department facilities. I am specifically aware of the policies relative to cancellations/rescheduling and acceptance of credit cards as stated herein. I also understand that I am accepting the requested facility on an "as is" condition, and that facilities are permitted on a first-paid basis.

City of Houston, Parks and Recreation Department  
Release, indemnity and hold-harmless agreement  
STATE OF TEXAS COUNTY OF HARRIS

IN CONSIDERATION OF THE BELOW-NAMED PARTICIPANT BEING PERMITTED TO PARTICIPATE IN THE CITY OF HOUSTON RECREATION PROGRAM, AT MY SPECIAL INSTANCE AND REQUEST, I, FOR AND ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, RELEASE, ACQUIT AND FOREVER DISCHARGE THE CITY OF HOUSTON, TEXAS, TOGETHER WITH ITS FORMER AND PRESENT ELECTED AND APPOINTED OFFICIALS, LEGAL REPRESENTATIVES, EMPLOYEES, AGENTS, SERVANTS, VOLUNTEERS, (IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES), SUCCESSORS, ASSIGNS AND ALL AFFILIATED PERSONS AND ENTITIES (COLLECTIVELY THE CITY) OF, FROM AND AGAINST ANY AND ALL LIABILITIES OF

EVERY KIND, CLAIMS, CAUSES OF ACTION, KNOWN AND UNKNOWN, WHETHER AT LAW OR IN EQUITY, IN CONTRACT OR TORT, UNDER STATUTORY OR COMMON LAW OR PURSUANT TO THE TEXAS OR UNITED STATES CONSTITUTION(S), LOSSES, JUDGEMENTS, (INCLUDING ALL EXPENSES OF LITIGATION, COSTS, AND ATTORNEYS' FEES), FINES, DEMANDS, DAMAGES, LOSS OF USE OR SERVICES, OR INJURIES TO REAL AND/OR PERSONAL PROPERTY AND/OR PERSONS (INCLUDING DEATH) (COLLECTIVELY CLAIMS), CAUSED BY, ARISING OUT OF, RELATING TO, RESULTING FROM, OR IN ANY WAY TOUCHING UPON ANY EVENT, CIRCUMSTANCE OR TRANSACTION RELATING TO MY CHILD'S PARTICIPATION IN THE PROGRAM AND/OR THE PRESENCE, MALFUNCTION, MAINTENANCE, ADDITION OR SUBSTITUTION OF ANY PROPERTY OWNED, LEASED, OPERATED, OR UTILIZED BY THE CITY IN CONNECTION WITH THE PROGRAM EVEN IF THE CLAIM IS THE RESULT OF THE ACTUAL OR ALLEGED SOLE NEGLIGENCE OF THE CITY AND/OR THE ACTUAL OR ALLEGED JOINT OR CONCURRENT NEGLIGENCE OF THE CITY AND ANY OTHER PERSON OR ENTITY AND/OR THE ACTUAL OR ALLEGED STRICT, STATUTORY OR CONSTITUTIONAL LIABILITY OF THE CITY. FURTHER, I, FOR AND ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, DO HEREBY AGREE TO DEFEND, INDEMINIFY AND HOLD HARMLESS THE CITY OF, FROM AND AGAINST ANY AND ALL CLAIMS ASSERTED BY ANY PERSON OR ENTITY AGAINST THE CITY ARISING OUT OF, TOUCHING UPON OR IN ANY WAY RELATING TO THE PROGRAM AND/OR TO THE PRESENCE, MALFUNCTION, MAINTENANCE, ADDITION OR SUBSTITUTION OR ANY PROPERTY OWNED, LEASED, OPERATED, OR UTILIZED BY THE CITY AND/OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH THE PROGRAM EVEN IF THE CLAIM IS THE RESULT OF THE ACTUAL OR ALLEGED SOLE NEGLIGENCE OF THE CITY AND/OR THE ACTUAL OR ALLEGED JOINT OR CONCURRENT NEGLIGENCE OF THE CITY AND ANY OTHER PERSON OR ENTITY, AND/OR THE ACTUAL OR ALLEGED STRICT, STATUTORY OR CONSTITUTIONAL LIABILITY OF THE CITY. AS SUCH, THE FOREGOING INDEMINITY IS INTENDED TO INDEMINIFY THE CITY AGAINST THE CONSEQUENCE OF ITS SOLE NEGLIGENCE OR FAULT AND AGAINST THE CONSEQUENCE OF THE NEGLIGENCE OR FAULT OF THE CITY OCCURRING JOINTLY OR CONCURRENTLY WITH THE NEGLIGENCE OR FAULT OF ANY PERSON OR ENTITY AND AGAINST THE CONSEQUENCE OF THE STRICT, STATUTORY, OR CONSTITUTIONAL LIABILITY OF THE CITY. I ALSO GIVE THE DEPARTMENT PERMISSION TO USE THESE MEDIA FOR ANY PURPOSE THE DEPARTMENT DEEMS PROPER. FINALLY, I UNDERSTAND THAT THESE PHOTOS, VIDEOS, FILM AND SOUND RECORDINGS ARE THE EXCLUSIVE PROPERTY OF THE DEPARTMENT. THE CITY OF HOUSTON WAIVERS LIABILITY FOR ILLNESSES AND INJURIES RECEIVED BY THE MINOR DURING THE PROGRAM. IN THE EVENT THAT THE EMERGENCY CONTACT IS UNAVAILABLE, I HEREBY GIVE CONSENT FOR EMERGENCY MEDICAL ASSISTANCE.