

Email: info@mortonparkdistrict.com Web: www.mortonparkdistrict.com

COMMISSIONERS:

Bob Dittmer Mike Getz Kris Goergen Tate Kaiser Kip Taufer

		Date:	Classific	ation:
		Rental Fee:_	Dep	osit:
<u>Birchwood Parl</u>	c Softball Field	Rental A	greement	- -
Name of Organization (if applic	able):			
Person Making Application (na	me):			
Address:		Home I	Phone:	
		Cell Ph	one:	
Email Address:				
Date Requested:	Day of Week:		_	
Hours Requested:	Total Expected A	Attendanc	e:	
Do you understand that Morto	n Park District Or	dinance <u>P</u>	<u>ROHIBITS</u> t	he
consumption or possession of a	alcohol at <u>All Faci</u>	lities? \	/es ()	No ()
Will there be admission charge	d or merchandise	e sold? \	/es ()	No ()
If yes, please explain how proce	eeds will be used	:		



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Birchwood Park Softball Field Rental Fees

Morton Park District Programs & Affili	ate Groups\$0/hr./field
All other groups	\$100/hr./field
	\$150/hr./field (Lighted)

- No dogs allowed at Birchwood Park.
- No parking in the grass. All cars must use the paved parking lot.
- *No smoking* is permitted.
- The person in charge will be responsible for the supervision of their participants and for leaving the facility in an acceptable condition. All trash must be disposed of in trash cans provided at the facility.



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ASSUMPTION OF RISK AND WAIVER OF LIABILITY AND PARK DISTRICT RENTAL GROUP RELEASE

ORGANIZATIONAL RENTAL PARTICIPATION WAIVER

In consideration for the participation of the below-referenced individual (the "participant") or individuals ("participants") in the Morton Park District (the "Park District") program(s) set forth below and entry into and use of Morton Recreation Center, Freedom Hall, Barn at Bull Run and/or any other Park District park(s) and/or facilities, I hereby release, covenant not to sue, discharge, and hold harmless the Park District, its Commissioners, employees, agents, contractors, insurers, attorneys and representatives, on behalf of myself and the participant(s), from and for any claims for any injury or damage to myself and/or the participant(s), including, but not limited to, personal injury, disability, death, illness, damage, property damage, loss, claim, liability, or expense, of any kind, that I or the participant(s) may experience or incur in connection with my or the participant(s)' attendance of and/or participation in Park District programs and/or use of Park District facilities, specifically including, but not limited to, the Park District program(s) set forth below and the use of the Morton Recreation Center, Freedom Hall, Barn at Bull Run and/or any other Park District park(s) and/or facilities therefor ("Claims"), including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

I understand and agree that this assumption of risk, waiver and release includes and covers, but is not limited to, any Claims of myself and the participant(s) based on the actions, omissions, or negligence of the Park District, its Commissioners, employees, agents, contractors, insurers, attorneys and/or representatives.

In consideration for the participation of the participant(s) in the Park District program(s) set forth below and entry into and use of Morton Recreation Center, Freedom Hall, Barn at Bull Run and any other Park District park(s) and/or facilities, I acknowledge and voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself and/or the participant(s), on behalf of myself and the participant(s), including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that I and/or the participant(s) may experience or incur in connection with my or the participant(s)'s attendance of and/or participation in Park District programs and/or use of Park District facilities, specifically including, but not limited to, the Park District program set forth below and the use of the Morton Recreation Center, Freedom Hall, Barn at Bull Run and/or any other Park District park(s) and/or facilities therefor.

By signing this assumption of risk, waiver and release agreement, I agree for myself and/or for the participant(s) to follow all federal and state laws and regulations and all Park District rules and regulations ("Federal and State Regulations and Park District Rules") while participating in, attending and/or spectating at Park District programs, including, but not limited to, participating in, attending and/or spectating at the Park District program set forth below and using the Morton Recreation Center, Freedom Hall, Barn at Bull Run and other Park District park(s) and/or facilities therefor.

I further understand and acknowledge that the Park District may immediately revoke my and/or the participant(s)' attendance at and/or participation in the Park District program(s) set forth below or any other Park District program and/or my or the participant(s)'s use of the Morton Recreation Center, Freedom Hall, Barn at Bull Run and/or any other Park District park(s) and/or facilities, at any time, for violation of and/or failure to follow and adhere to the Federal and State Regulations and Park District Rules.

RELEASE AND HOLD HARMLESS AGREEMENT

In consideration of the Park District accepting the participant(s) for this program, I hereby for myself, the participant(s) and the heirs, executors and administrators of myself and the participant(s), waive and release any and all rights, claims or causes of action which I and/or the participant(s) may have against the Park District for any loss, damage or injury arising out of any activity sponsored by the Park District. If a participant is a minor, I do further agree to indemnify and hold harmless the Park District, its Commissioners, officers and employees, from any claim for any loss, damage or injury sustained by the minor, including reasonable attorney fees incurred in defense thereof. No participant herein has any physical disability which would prevent him/her from participating in this program or which would be aggravated by participation in this program. I and the participant(s) understand that no medical insurance is provided for program participants, and I and the participant(s) agree to accept full responsibility in case of an injury.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS ABOVE-REFERENCED ASSUMPTION OF RISK, WAIVER AND RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE AND RELEASE THE RIGHTS OF MYSELF AND THE PARTICIPANT(S) CONCERNING LIABILITY AS DESCRIBED ABOVE, ON BEHALF OF MYSELF AND THE PARTICIPANT(S).



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ORGANIZATIONAL RENTAL WAIVER/RELEASE AND HOLD HARMLESS AGREEMENT

In consideration of the Park District accepting the participant for this program, I hereby for myself, the participant and my heirs, executors, and administrators, waive and release any and all rights, claims or causes of action which I or the participant may have against the Park District for any loss, damage or injury arising out of any activity sponsored by the Park District. If the participant is a minor, I do further agree to indemnify and hold harmless the Park District, its commissioners, officers, and employees, from any claim for any loss, damage or injury sustained by the minor, including attorney fees incurred in defense thereof. The participant has no physical disability which would prevent him/her from participating in this program or which would be aggravated by participation in this program. I understand that no medical insurance is provided for program participants and I agree to accept full responsibility in case of an injury.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS ABOVE-REFERENCED ASSUMPTION OF RISK, WAIVER AND RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE THE RIGHTS OF MYSELF AND MY CHILD(REN) CONCERNING LIABILITY AS DESCRIBED ABOVE, ON BEHALF OF MYSELF AND MY CHILD(REN).

Signature:	
if under 18 parent must sign)	
Printed Name:	
Date:	