

COLTS NECK TOWNSHIP RECREATION AND PARKS DEPARTMENT

14 Heyers Mill Road Colts Neck, New Jersey 07722 P) 732-780-6666 F) 732-431-4507 cnrecpks@coltsneck.org

FIELD/FACILITY USE PERMIT APPLICATION

(Events with 50 or more participants requires a Special Event Application)
THIS APPLICATION MUST BE RECEIVED NO LATER THAN ONE WEEK PRIOR
TO THE REQUESTED DATE(S) OF USE.

| Date: | | | | | | | |
|-----------------------------|-----------------------------|--|-----------------|--------------|---------------|--------------|--------|
| Park(s) Requested | (Circle Selec | ction): Bucks | Mill Cedar [| Orive Five | Point Park | Laird Road | |
| Field #(s): Other Location: | | | | | | | |
| Purpose (Circle on | e): Softball | Baseball | Football Lac | rosse Soco | er Other: _ | | |
| Date(s) Requested: | Date(s) Requested: FROMTOTO | | | | | | |
| Day(s) & Time(s) R | equested: | | | | | | |
| | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
| Time (2 hour slots) | | | | | | | |
| Game/Practice (circle one) | G/P | G/P | G/P | G/P | G/P | G/P | G/P |
| Name of Applicant: | | | | | | | |
| Address: State: Zip: | | | | | | | |
| Phone: | | T-11-11-11-11-11-11-11-11-11-11-11-11-11 | Email addre | ss: | | | |
| Alternate Contact: Phone: | | | | | , | | |
| Name of Sponsorin | g Agency: _ | | | | | | |
| Address: | | | | | | | |
| Phone: | | And an array or a second and a second any an ass | Email addres | ss: | | | 7 |
| Alternate Contact: | | | | Phone: | | | |
| Any special requests | ? (Please not | e there may b | e an additional | charge for e | extra work or | personnel ne | eded.) |
| | | | | | | | |



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ATHLETIC FIELDS PLAYABILITY GUIDELINES

We are committed to providing high quality, safe playing surfaces for our multi-use athletic facilities and with the help and consideration of all user groups we will protect our fields from excessive damage. If any of the following conditions occur, scheduled games and practices must be cancelled or postponed:

- 1. Audible thunder or visible lightning (play will not resume until 30 minutes after the last sight of lightning or sound of thunder).
- 2. Limited visibility (darkness).
- 3. Standing water on the playing field.
- 4. Soil Saturation:
 - a. Walking on the grass causes water to rise to the surface around the foot.
 - b. Walking on the grass causes footprint indentations in the field.
 - c. One inch or more of rain 48 hours prior to a scheduled game or practice accompanied by steady rain on game or practice day.
 - d. Steady downpour of rain on game or practice day, which could cause damage to grass or injury to participants.
- 5. Extreme Drought conditions where 50% of the playing surfaces has turned dormant.

All coaches, referees and umpires are responsible for ensuring the safety of field playing conditions at all times during scheduled play.

It is important that every coach and user group understands these rules in order to ensure the safety of the team and maintain the quality of the fields.



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ATHLETIC FIELDS/FACILITES RULES AND REGULATIONS

- 1. All permit requests must be made a minimum of one week prior to the requested date(s) of use, in person or in writing to the Colts Neck Township Department of Recreation & Parks.
- 2. Any groups larger than 50 will require a Special Event Permit.
- 3. All permit applications must be filled out completely, signed, and submitted to the Colts Neck Township Recreation and Parks Department. The person signing the permit assumes all responsibility for the use of the park(s).
- Recycling regulations are strictly enforced. Failure to abide by recycling regulations may result in the revocation of a permit.
- If for any reason the Organization or Person no longer needs the field/facility, they must notify the Colts Neck Township Recreation and Parks Department IN WRITING of any cancellation. <u>PERMITS ARE NON-TRANSFERABLE.</u>
- 6. A Certificate of Insurance is REQUIRED from every group or organization using the field/facility. Colts Neck Township must be named as an additional insured. Renewal must be submitted as it becomes due. NO ORGANIZATION/GROUP WILL BE ALLOWED TO USE THE FIELDS/FACILITIES UNTIL ALL PAPERWORK IS COMPLETED AND ON FILE. Groups using the fields/facilities without the proper paperwork will not be allowed to use the fields/facilities in the future.
- 7. Use of the field/facility shall be limited to that listed on the Field Use Permit.
- 8. The field/facility shall not be used for any purpose which is in conflict with the aims and objectives of the township or the Colts Neck Township Recreation and Parks Department.
- 9. No vehicles permitted beyond the parking lot(s) at any field/facility. Violation will cause permit to be revoked and violator will be held responsible for any damages sustained.
- 10. All games (including make-up games) must be scheduled through the Colts Neck Township Recreation and Parks Department.
- 11. In the event of inclement weather, the Colts Neck Township Recreation and Parks Department will determine the playability of the fields during the week by 3:00 PM. Weekend play may or may not be determined by the Recreation and Parks Department on Friday. If a determination has not been made or if weather conditions deteriorate after the Recreation and Parks Department has determined the fields are playable, then group leaders should use their best judgment as to if the field is playable in its current condition. Unauthorized field maintenance (to attempt to make the field playable) is prohibited. (See #14 below.)
- 12. If fields are unplayable due to inclement weather (which would cause an unsafe situation or damage to the fields) the program should be re-scheduled. If damage is done to the field/facility, the permit will be revoked and the group will be held responsible. Please use sound judgment. Safety is our main concern.
- 13. The Recreation and Parks Department may cancel or reschedule permits at any time.
- 14. The township may restrict or limit date/time available for fields due to township events, maintenance of fields, etc.

- 15. Every organization/group shall sign such contracts and agreements as shall be required by the Recreation and Parks Department and pay the specified fees at the time of filing the permit application.
- 16. No changes or alterations will be made to the fields/facilities without the approval of the Recreation Director. If changes are deemed necessary and approved, the Director will be in charge of authorizing any work. The charges for alterations will be added to the basic fees and will be the responsibility of the applicant.
- 17. If a Recreation and Parks Department employee (including a Department of Public Works employee) is needed for additional services beyond his/her regular hours, a charge may be added to the permit fee (this may include work required for preparation or clean-up after use).
- **18.** The Recreation Director may require police protection at an event and, if required, the cost shall be paid by the applicant and/or sponsoring agency.
- 19. Parking regulations are strictly enforced.
- 20. It is expressly understood and agreed that persons or organizations receiving approval to use township fields/facilities, shall defend, indemnify, and hold harmless Colts Neck Township, its' employees, agents, volunteers and officials from any and all lawsuits, costs, claims, expense, and judgments resulting from use of the fields/facilities.
- 21. Fields/facilities shall be used for athletic and recreational purposes only.
- 22. All Federal and State laws, local ordinances and rules of the Police and Fire Departments regarding public assemblies must be strictly complied with. The employees of the Recreation and Parks Department or its' representatives shall, at all times, have access to all parts of the fields/facilities. The Recreation and Parks Department or its' representatives reserve the right to revoke any permits should action be deemed necessary or desirable and it is determined to be in the best interest of the township and the public in general. If you do not abide by the laws, rules and ordinances, your permit may be cancelled, you may forfeit your fee, and you may be subject to legal action.
- 23. Consumption of alcohol (unless by special permit) and smoking are prohibited at all township fields/facilities.
- 24. The fields/facilities must be left in the condition they were found, reasonable wear and tear excluded. YOU MUST PICK UP ALL TRASH!
- 25. Adults must supervise groups consisting of minors (under 18 years of age) at all times. The permit will be issued to the supervising adult only.
- 26. Dogs must be leashed and curbed at all times while at township fields/facilities.
- 27. A refund or alternative date shall be given only when the cancellation of a permit is the result of actions by the Colts Neck Township Recreation and Parks Department for reasons other than a violation of the policies. Every effort will be made to provide an alternate date, but there is no guarantee that it will be accommodated.
- 28. Golf activity at any field/facility is strictly prohibited.
- 29. Field preparation is NOT permitted without prior approval by the Recreation Director.
- **30.** Permit holders are responsible for the behavior and actions of all persons participating in and/or attending their event.
- 31. Any violation of these Rules and Regulations may result in a revocation of the Field Use Permit.



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ATTESTATION OF THIRD-PARTY USE OF COLTS NECK TOWNSHIP FIELDS/FACILITIES

| in consideration of being allowed to di | inzo dolla recek rownamp nelda and/or racinties, |
|---|---|
| | athletic sports or recreation program (the "Program"), acknowledges |
| appreciates, and agrees that: | |

In consideration of being allowed to utilize Colts Neck Township fields and/or facilities

- 1. The undersigned represents and warrants that it has the authority to bind and act on behalf of the Program, and all who may claim through it to the terms and conditions of this attestation.
- 2. The risks of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19) from the activities involved in this program are significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and,
- 3. The Program KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
- 4. The Program willingly agrees to comply with the stated and customary terms and conditions for participation. If, however, any coach or representative of the Program observes any unusual significant hazard during their presence or participation, participation on the Township fields and/or facilities will cease immediately, and said representative will bring the incident to the attention of the Township Recreation and Parks Director immediately; and,
- 5. The Program has reviewed and will adhere to all of Governor Murphy's Executive Orders, including Executive Order #149, The Centers for Disease Control and Prevention (the "CDC") guidelines and the New Jersey Department of Health (the "DOH") guidelines for Covid-19 in all respects while using municipal facilities or participating in municipal activities; and,
- 6. The Program's plan (the "Plan") complies with Governor Murphy's Executive Orders, including Executive Order #149, the CDC guidelines, and the DOH guidelines for Covid-19, and will be modified and remain in compliance with any future guidance from the aforementioned entities.
- 7. The Program has provided its coaches, counselors, instructors, referees, officials, volunteer, third party assistants, and personal representatives with a copy of the Plan and a copy of this attestation. If a modification of the Plan is required due to new guidance from Governor Murphy's Executive Orders, CDC guidelines, and/or the DOH guidelines for Covid-19, then a revised Plan will be provided to its coaches, counselors, instructors, referees, officials, volunteer, third party assistants, and personal representatives.
- 8. The Program, its coaches, counselors, instructors, referees, officials, volunteer, third party assistants, and personal representatives shall comply with the Plan as is, or modified, pursuant to new guidance from Governor Murphy's Executive Orders, CDC guidelines, and the DOH guidelines for Covid-19.
- 9. The Program, including its coaches, counselors, instructors, referees, officials, volunteer, third party assistants, and personal representatives, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS Colts Neck Township, its

elected officials, commissioners, officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

| PROGRAM ORGANIZATION NAME: | |
|--------------------------------------|--|
| AUTHORIZED REPRESENTATIVE NAME: | |
| AUTHORIZED REPRESENTATIVE SIGNATURE: | |
| DATE SIGNED: | |



1.

2.

3.

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HOLD HARMLESS AGREEMENT

Between Colts Neck Township and _____

| V | /ITNESSETH: |
|----|--|
| 1. | agrees to release, indemnify, and hold harmless Colts Neck Township from and against any loss, damage or liability, including attorneys' fees and expenses incurred by the latter entities and their respective employees, agents, volunteers, or other representatives arising out of or in any manner relating to the use of Colts Neck Township's parks, fields and/or facilities (the "facilities") as specifically permitted through the Field/Facility Use Permit and/or Special Event Permit. |
| 2. | The applicant has furnished the Certificate of Insurance with limits of liability described below: |
| | Workers' Compensation/Employers Liability: |
| | General Liability: |
| | Automobile Liability: |
| | Umbrella Liability: |
| | A true copy of the Certificate of Insurance is attached indicating the municipality and applicable associations, recreations or committees formed by the municipality to organize the "event" must be named as additional insured on all liability policies. |
| 3. | The facilities will be used for the purpose as detailed in the Field/Facility Use Permit or Special Event Permit as issued. |
| | Date: |
| | Authorized Signature: |
| | Witness: |
| | |