

**PARK REGULATIONS
AND
RESERVATIONS TERMS AND CONDITIONS**

All city parks and park facilities shall be closed to the public every night between 11:00 P.M. and 6:00 A.M.

The use of the park is open to all people regardless of place of residence.

No motorized vehicles are allowed in the park area or recreation area except for maintenance vehicles or vehicles associated with a special event. Permission must be obtained from the City in that event.

It is unlawful for any person to possess or consume alcoholic beverages within the confines of any municipal park located within the city limits, including all adjacent streets and parking areas.

No person exercising ownership, care, custody, or control of any animal shall allow such animal(s) to run at large without a leash upon any area within a park. Any violation of this nature is in violation of the City Code of the Town of Horizon City and may be punishable by a fine not to exceed \$500.00. Additionally, a pet owner must clean up after his/her pet that defecates in the park area.

No person, group or organization shall be entitled to the exclusive use of any park facility or recreation area (i.e. baseball fields, soccer fields, etc.). A person, group or organization may reserve park facilities or recreation areas by contacting the Public Works Director or his designee and complying with the requirement set out herein dealing with reservation terms and conditions.

Any problems found due to maintenance issues, vandalism or safety should be directed to the Department of Public Works at 852-1875. Any public nuisance problems should be reported to the Horizon City Police Department, during business hours at 852-1047 and after 5:00 P.M. at 546-2280.

The use of the park facilities or recreation areas shall be at your own risk.

Note: ORDINANCE # 0181-REGULATING PARKS WITHIN THE TOWN LIMITS OF THE TOWN OF HORIZON CITY, WAS APPROVED ON 8TH DAY OF JUNE, 2010, BY THE CITY COUNCIL OF THE TOWN OF HORIZON CITY.

TERMS AND CONDITIONS
FOR RESERVATIONS OF PARK FACILITIES
AND RECREATIONAL AREAS

All persons desiring to reserve park areas and facilities must comply with the following terms and conditions:

1. All groups, organizations or leagues with fifty (50) or more participants must provide insurance to cover its events and practices to the Public Works Department when applying for reservations. Said group, organization, or league shall provide an insurance binder or policy naming the Town of Horizon City as a named insured at the time the reservations are requested. The coverage shall carry liability coverage of no less than One Million (\$1,000,000.00) dollars
2. All groups, organizations, or leagues with less than fifty (50) participants shall not be required to furnish an insurance policy. However, each participant or if a minor, his/her parent or guardian, will be required to sign the attached "Release, Indemnification and Hold Harmless Agreement", which shall be required before any reservation is allowed.
3. All activities conducted on reserved park areas will be responsible pay for the use of electrical power needed for their event. A fee will be charged per request.
4. All groups, organizations or leagues will be required to sign a "Rental Agreement for the Town of Horizon City Park Facilities and Recreational Areas", attached hereto.

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in sports activities in park areas and recreational facilities of the Town of Horizon City, and for other good and valuable consideration, I hereby release and discharge from liability arising from negligence the Town of Horizon City, Texas and its officers, employees, agents, volunteers, and all other person or entities associated with the city (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that the all sports involve known and unanticipated risks which could result in physical and emotional injury, paralysis, or permanent disability, death, and property damage, Risks include, but are not limited to, broken bones, torn ligaments or muscles, bruises, and other bodily injuries as serious as death, disability or blindness, caused by contact with balls, bats, other participants, or structures like walls or fences, or caused by uneven ground or floors; medical conditions resulting from physical activity; and damaged clothing or other property, I understand such risks simply cannot be eliminated, despite the use of safety equipment without jeopardizing the essential qualities of the activity.

2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time, I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then t will immediately discontinue participation.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless release from any and all claims, demands, or causes of actions which are in any way connected with my participation in this activity, or my use of their facilities, arising from negligence to include the use of unlighted parks when lighting is required to be provided by the applicant. This release does not apply to claims arising from intentional conduct. If releases or anyone acting on their behalf incur attorney's fees and costs to defend themselves from any claim against me or by me! I agree to indemnify all such fees and costs.

4. I represent that I have adequate insurance to cover any injury or damage which I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I or my participating child(ren) have no medical or physical condition which could interfere with my safety in this activity. However, if such condition does exist, I am willing to bear the costs of said condition and all risks that may be created, directly or indirectly, by such condition.

5. In the event that I file a lawsuit, I agree to do so solely in the State of Texas, El Paso County, and I further agree that the substantive law of the State of Texas shall apply.

6. I agree that if any portion of this agreement is found to void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I or my child is hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim of negligence.

I have had sufficient time to read this entire document and should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or my child(ren) if I were to choose not to sign this release.

Applicants name (Printed) _____

Applicants Signature _____

Date _____