

## **PARK RESERVATION DOCUMENT PACKET**

1. Quarterly Park Reservation Information
2. PARK REGULATION TERMS AND CONDITIONS (Must sign acknowledgement that regulations/terms were read. Last page of regulations.)
3. Park Reservation Application (If more than 50 participants must provide Liability Insurance with the Town of Horizon City named as "Other Insured".
4. Copy of Parental Waiver/Hold Harmless Agreement when liability insurance is not provided.

## QUARTERLY PARK RESERVATION APPLICATION SUBMITTAL TIMELINE

Applications will be accepted from the 1st day of the month to the 15<sup>th</sup> day of the month, prior to the start of the quarter, applications will not be accepted prior to the first day or past the 15<sup>th</sup> day of the month or if application is incomplete or missing required supporting documents, No Exceptions.

### 1<sup>st</sup> Quarter

January  
February  
March

### 2<sup>nd</sup> Quarter

April  
May  
June

### 3<sup>rd</sup> Quarter

July  
August  
September

### 4<sup>th</sup> Quarter

October  
November  
December

### Submittal Timeline

Dec. 1<sup>st</sup> – Dec. 15<sup>th</sup>

March 1<sup>st</sup> – March 15<sup>th</sup>

June 1<sup>st</sup> – June 15<sup>th</sup>

Sept. 1<sup>st</sup> – Sept. 15<sup>th</sup>

Rental Fee per quarter: \$75.00

Deposit fee per quarter: \$45.00

Total per quarter: \$120.00

**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 8<sup>TH</sup> 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 \_\_\_\_\_

**TOWN OF HORIZON CITY**  
**RENTAL AGREEMENT FOR HORIZON CITY PARKS**

Organization/Individual Name: \_\_\_\_\_  
 Applicant's Name: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Street Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Email: \_\_\_\_\_ pH: \_\_\_\_\_ Other: \_\_\_\_\_  
 Park Name: \_\_\_\_\_  Baseball  Football/Soccer  
 (Specific Area) \_\_\_\_\_  
 Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_ Days of Wk: \_\_\_\_\_ Time: \_\_\_\_\_  
 Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_ Days of Wk: \_\_\_\_\_ Time: \_\_\_\_\_

Type of Event: \_\_\_\_\_ Open Public  Private   
 Approximate Anticipated Participants \_\_\_\_\_ Purpose/Scope of Event: \_\_\_\_\_  
 Will event have vendors or sales of goods?  N/A  No  Yes\* Number/Type:  Food\*  Other  
 Explain: \_\_\_\_\_  
\*Town Vendor Permit Required. Food vendors must have a food handler's license & must make arrangement with Health Department for inspections.  
 Is event a fund raiser?  N/A  No  Yes Type:  Charitable  Other \_\_\_\_\_  
 Disclosure: Nonlighted Parks will require for the league/teams to provide generators at their own risk and expense.  
 Applicant agrees not to hold Town of Horizon City liable when lighting is not supplied by applicant.

I recognize that the Town of Horizon City, its co-sponsors, other entities, their employees or agents assume no responsibility for any individuals using the facility during the time frame described above. I will assume all risks that arise from this rental. I hereby waive any claims against the City, its co-sponsors, departments, officers, employees or agents for any injuries or losses that arise from this rental.

As a general statement of policy, groups may use desired facilities on a rental basis providing that, such activities are consistent with the general activities of the facility and according to the availability of the facility. Use of all City-owned parks and facilities will be granted through the Public Works Department, which oversees the facilities. Priority of use will be given to programs directly sponsored or co sponsored by the City; other City departments will have the next priority for use of all facilities and parks.

- A. **Non-Discrimination Compliance:** Facility users will not discriminate against any person or deny access to or participation in any program contemplated by this policy, or in any facility used in connection therewith, on the basis of race, national origin, age, gender, sexual orientation, or disability.
- B. **Liability:** Any user of City facilities shall be solely responsible for any and all liability arising from personal injury, including death or damage to property, arising from any act or failure to act of the user or any of user's officials, agents, or employees, and user agrees to release, indemnify, and hold harmless the Town of Horizon City from any and all such liability. The liability of the City shall be subject to the immunities and limitations of the Texas Tort Claims Act and of any amendment thereto.
- C. If the City, in its sole discretion, determines that additional supervision is needed for any activity, the cost of providing extra personnel for supervision will be added to the rental fee, if any.

**TOWN OF HORIZON CITY**  
**RENTAL AGREEMENT FOR HORIZON CITY PARKS**

- D. Official representatives and signers of permits are held responsible for the care of the facilities, the control of all participants, spectators, etc., and the payment of all applicable charges.
1. Renters must be present for the entire activity and be responsible for the decorum of those present.
  2. Renters will comply with the requests of a City employee in charge of the use of the facilities and equipment to ensure compliance with applicable laws, regulations and rules.
  3. Renters will be responsible for providing Security protection as may be appropriate. Renters are also responsible for abiding by all Federal, State, County and local laws and regulations.
  4. Renters may not make any alterations to electrical, permanent structures, or any equipment. Nothing shall be affixed to walls or furniture, which may mar or damage the structures. No furniture or equipment may be moved without prior consent of authorized City employees. Any equipment, furniture, etc. must be returned to its prior place, position, etc. before the facility is vacated.
  5. Renters agree to hold the Town of Horizon City and its employees harmless against any claims of loss or damage to property of permit holders and guests on City premises or park areas.
  6. Renters agree to abide by the requirements of the Americans with Disabilities Act and not discriminate on the basis of disability.
  7. Renters assume all responsibility in cleaning the facility/grounds after using it.
- E. If an admission fee is charged, a minimum percentage of 10% of the gross collected at the gate, or a flat fee, may be collected in addition to other charges. The collection from the gate must be presented to the City and collection of the fees needs to be paid within a week after the event.
- F. Security may be required for the scheduled activity. If required, security plans must be approved by the Police Department.

I, \_\_\_\_\_ understand and will comply with the rules above.  
(Applicant's Printed Name)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**The holder of this Reservation/Permit has received permission for sole use of the facilities, parameters outlined above.**

Category: Sport Event  Water Park  Party  Other \_\_\_\_\_  
Parent/Guardian # of Players Waivers \_\_\_\_\_ Insurance # \_\_\_\_\_

Authorized by: \_\_\_\_\_ Permit Type: \_\_\_\_\_ Reservation No: \_\_\_\_\_

**OFFICE USE ONLY**

Rental Fee: \$ \_\_\_\_\_ Deposit: \$ \_\_\_\_\_ Key Agreement Deposit: \$ \_\_\_\_\_ Total Fee: \$ \_\_\_\_\_

Cash  Credit Card  Ref # \_\_\_\_\_ Check  # \_\_\_\_\_ Receipt # \_\_\_\_\_ Date: \_\_\_\_\_

In consideration of \_\_\_\_\_ (minor/child) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releases from any claims alleging negligence which are brought by or on behalf of said minor or are in any way connected with such participation by said minor to include the use of unlighted parks when lighting is required to be provided by the applicant.

Parent or guardian

Print \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

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Parent or guardian

Print \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

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Parent or guardian

Print \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



## Event Organizer

I HAVE READ AND UNDERSTAND THIS DOCUMENT AND I  
AGREE TO BE BOUND BY ITS TERMS.

\_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State and Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

DATE: \_\_\_\_\_