WALTHAM RECREATION DEPARTMENT 510 MOODY STREET WALTHAM, MA 02453

2024 APPLICATION FOR USE OF ATHLETIC FIELDS AND ASSOCIATED RECREATION FACILITIES

Please complete application, sign and return to the above address. If you have any questions, please call 781-314-3475.

Individual applications need be submitted per field and/or event, tournament or season.

| League Affiliation an | d Team Name: | | | | | | |
|---|---|--|---|---------------------------|------------------------|------------------------------|----------------------|
| Permit Request For: | Girls | Softball | Women |] | Men | Co-Ed | |
| Type of Activity: | Soccer | | Baseball | Clinic | | Other Special Event | |
| Type of Event: If Other or S | Practice Special Event - Des | | Tournament | | | | |
| Fee Charged: No | 9Ye | s | _ If Yes, what amo | nount per participant: \$ | | | |
| Ň | NDIVIDUAL'S NA | ME ON PERMIT | Γ - RESPONSIBLE FOF | RORGAI | NIZATI | ON) | |
| Mailing Address:(Street) Primary Phone: | | (Street) | | Cell | Work | (Zip Code) Home | |
| - | | | Please Circ | | Cell | Work | Home |
| Email Address: | | | | | | | |
| Athletic Field/Recrea | tional Facility: | | | | | | |
| Facility Location: | | | | | | | |
| Date(s) Requested: | | | | | | | |
| Day(s) of week: | ay(s) of week: | | Start Time: | Start Time: End Time: | | | |
| 1 | | | Estimated number of | | | | |
| The Licensee/Permit 1 are required: 1) indivi responsible for the even | Holder certifies tha dual with authority ent during the time- | t they have read an to bind organizati period covered by | - | owing po king pern | olicies ar nit; and | nd requireme 2) adult who | ents (two signatures |
| Indemnification The Liability | ation and Warran ty Insurance Requ | ty of the Signato iirement (<i>see</i> 202 | lities Permit Policy ("20 ry (<i>see</i> back of this app 24 Permit Policy and ba o violation of city ordir | olication) ack of th | ; is appli | cation); | icy). |
| (Signatory with authority to bind Licensee organization/entity/individuals) (Sign | | | ature and print name) | (Date) | | | |
| (Signatory who shall be onsite | and responsible for the eve | nt during permitted time) | (Signature and print name) | | | (Date) | |

IF PERMIT IS NOT COMPLETED DOWN TO DOTTED LINE, IT WILL BE RETURNED TO YOU FOR COMPLETION

Application complete with copy of License/Identification

Indemnification and Warranty of Signatory:

- 1. The Licensee identified on this application/form, and the signatory personally as warrantor and guarantor, hereby indemnify and shall at all times save and hold harmless the City of Waltham, its officials, employees, agents, and volunteers and the Parks-Recreation Board, its officers, members, employees, agents, and volunteers from and against any and all claims, demands, suits, actions, proceedings, liabilities, damages, losses, judgments, of or by anyone, and costs and expenses, including without limitation the costs and expenses of litigation and attorneys' fees, for property damage or bodily injuries or personal injuries to or death suffered by the Licensee or any member of the Licensee organization or participants in the use licensed or of anyone that in any way is caused by, arises out of, or is occasioned by the permitted use or the use of the buildings, facilities, or fields owned by the City of Waltham. Without limiting the generality of the foregoing, this indemnification shall be further construed to protect the herein indemnified parties from any liability caused by, arising out of, or occasioned by the actions or inaction of the Licensee or its employees, agents, officers, members, guests, or invitees of the Licensee or of any of the Licensees' contractors, or the agents or employees of any of them, or that occur in conjunction with the permitted use, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 2. The defense or settlement by the City of Waltham and/or the Parks-Recreation Board of any claim, demand, suit, or action against it or any of its officials, officers, members, employees, agents, or volunteers arising in any way out of the subject matter of this license shall not be deemed to be a waiver by the City and/or the Parks-Recreation Board of any of its rights against the Licensee and/or the Signatories under the terms of this license.
- 3. The Signatory for the Licensee hereby personally warrants and guarantees that the Licensee shall satisfy the Insurance Requirement contained in the 2024 Athletic Fields and Recreation Facilities Permit Policy ("2024 Permit Policy") by submitting to the City of Waltham Recreation Department a copy of a Certificate of General Liability Insurance evidencing that the Licensee has procured, at its own expense, General Liability Insurance that protects the City of Waltham as "an additional named insured" in an amount not less than \$1 Million dollars and that such insurance covers the licensed use/event for the time period of the event. In accordance with the 2024 Permit Policy and with the approval of the Director of the Recreation Department, on occasion waiver/releases may be allowed in lieu of this insurance requirement and in such circumstances all participants in the use licensed and all other individuals present on site during the licensed event shall sign and submit releases waiving liability for and indemnifying the City of Waltham and the Parks-Recreation Board from liability of any kind or character and assuming all risks associated with the planned activity and protecting the City's property from any and all damage (note: any user/participant without a signed release shall not be allowed to participate in the permitted activity/licensed use). Said certificate or waiver/releases shall be submitted no less than 3 days prior to the licensed event.
- 4. The Signatory for the Licensee hereby personally warrants and guarantees that only the licensed use shall occur on the premises and that all members of the Licensee organization and all participants in the use licensed or invitees of the Licensee shall comply with the City's ordinances that ban the use of firearms, alcohol, and drugs on City property, fields, and facilities under the jurisdiction of the Parks-Recreation Board and/or the City's Recreation Department for the duration of the licensed event. Also, for all activities where children are involved, Licensee certifies that such activities shall be supervised by individuals who have passed a CORI check within one year prior to the event. The Licensee understands that any violation of these requirements shall result in immediate revocation of any issued permit.
- 5. The Signatory for the Licensee hereby personally warrants and guarantees that they have the authority to bind the Licensee, each of the members of the Licensee organization, and all participants in the use licensed, jointly and severally to the terms of this License.

(Signatory with authority to bind Licensee organization/entity/individuals)

(Date)

(print name of signatory)