



Rim of the World Recreation and Park District

P.O. Box 8 - 26577 State Highway 18 Rimforest, California 92378 • (909) 337-7275 • info@rim-rec.org • www.rim-rec.org

FACILITIES USE APPLICATION, AGREEMENT AND RENTAL RATE CHART

DATE(S): _____ () see attached season schedule. **Weekend Rentals are a minimum of 4hrs.**

*START TIME (Doors Open 8AM): _____ *END TIME (Doors Closed 10PM): _____ see attached season schedule
***Attendant will open and close doors at time listed here for any Community Center Rentals. Remember to include the time you need for set-up and clean-up.**

ACTIVITY: _____ ORGANIZATION: _____

NAME: _____ NON-PROFIT: **Y** or **N** (Circle one); Tax ID _____

P.O. BOX: _____ PHYSICAL ADDRESS: _____ CITY: _____ ST: _____ ZIP: _____

PHONE NUMBER: _____ CELL NUMBER: _____ EMAIL: _____

Category Descriptions (Check One)		
Category A	<input type="checkbox"/>	A program or activity offered by the Rim of the World Recreation and Park District
Category B	<input type="checkbox"/>	"Non-Profit" groups that operate and have headquarters within the Park District boundaries
Category C	<input type="checkbox"/>	"Private Individuals" who own property or reside within the Park District boundaries
Category D	<input type="checkbox"/>	"Non-Profit" groups or "Private Individuals" that have headquarters or who reside outside the Park District boundaries
Category E	<input type="checkbox"/>	Commercial enterprises whose headquarters are outside the Park District boundaries, but are sponsored by civic, social, or cultural groups, or organizations (for profit or non-profit)

****Non-Profit Organizations must provide a 501(c) (3)****

APPROXIMATE NUMBER OF PEOPLE: _____ (See Rental Rate Chart) NUMBER OF CARS (PARKING): _____
Room rental fee does not include any additional supplies, nor do we guarantee seating and tables for number of participants listed. Separate arrangements must be made by the renter and at their cost.

WILL ALCOHOL BE SERVED AND/OR SOLD? (If yes, Circle One or Both) IF ALCOHOL WILL BE SERVED AND/OR SOLD, THE PARK DISTRICT REQUIRES ONSITE SECURITY AND WILL CHARGE \$100. OVER 5 HOUR EVENTS WILL REQUIRE AN ADDITIONAL \$20 PER HOUR. **ARE YOU CONTRACTING WITH A PARTY SERVICE? Y or N (Circle One)** IF YES, COMPLETE THE FOLLOWING:
PARTY SERVICE NAME: _____ PARTY SERVICE PHONE NUMBER: _____

PLEASE NOTE: A \$1,000,000 LIABILITY CERTIFICATE/INSURANCE NAMING THE RIM OF THE WORLD RECREATION & PARK DISTRICT AS ADDITIONALLY INSURED WILL BE REQUIRED IF PARTIES ARE EITHER SELLING AND/OR SERVING ALCOHOL. IF SELLING ALCOHOL WE REQUIRE A COPY OF "ABC" LICENSE.

FACILITY ****Keys will not be issued for any Community Center Rentals. For other facilities, any keys issued, will require a \$60/key deposit.**

- | | |
|--|---|
| <input type="checkbox"/> Arrowbear Park Ball Field (aka Tucker Field) | <input type="checkbox"/> Arrowbear Park Picnic Area |
| <input type="checkbox"/> District Office Meeting Room | <input type="checkbox"/> Concession Stand TP, RS and/or AB |
| <input type="checkbox"/> Lake Gregory Ed./Comm. Center -Ball Field | <input type="checkbox"/> Lake Gregory Ed./Comm. Center - Multi-Purpose Rm/Gym |
| <input type="checkbox"/> Running Springs Ball Field (aka Caplinger Soccer Field) | <input type="checkbox"/> Lake Gregory Ed./Comm. Center - Meeting Room 2 |
| <input type="checkbox"/> Running Springs Firehouse Playground Picnic Shelter | <input type="checkbox"/> Lake Gregory Ed./Comm. Center - Meeting Room 3 |
| <input type="checkbox"/> Twin Peaks Rotary Centennial Park () Lg. Shelter () Sm. Shelter | <input type="checkbox"/> Robert Hootman Senior/Community Center |
| <input type="checkbox"/> Twin Peaks Senior/Community Center | <input type="checkbox"/> Twin Peaks Ball Field (aka Harich Field) |

I, the undersigned, agree to pay any deposit or fee that may be required for the use of District property. I understand that the deposit for the administrative reservation fee is non-refundable. Also all usage fees are non-refundable. I agree to pay for any damage that may result while the property is in my use. I also agree to provide all necessary documentation that may be required prior to use.

SIGNATURE: _____ PRINT NAME: _____ DATE: _____

User agrees to be solely responsible for any and all liability, claims, loss, damages, costs and expenses, including attorneys' fees, arising out of or resulting from any injury to persons or damage to property which arise out of its use of the District's facilities. User agrees to defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers from and against any and all such claims, demands, liabilities, actions or causes of action of any name or nature, arising out of or resulting from its use of the District's facilities.

SIGNATURE: _____ PRINT NAME: _____ DATE: _____

I HAVE RECEIVED A COPY OF THE FACILITY USAGE POLICIES AND I UPHOLD ALL AGREEMENTS _____ Initial Here

FOR OFFICE USE ONLY

DOCUMENTATION REQUIRED: Y or N (Circle one) TYPE: _____

RESV. FEE DUE: _____ DATE PAID: _____ SECURITY DEPOSIT: _____ DATE PAID: _____

FACILITY FEE DUE: _____ (PER HR) X _____ (# of HRS) = _____ DATE PAID: _____

CASH () CHECK () CREDIT CARD () RECEIPT # _____ INVOICE # _____ RECEIVED BY: _____

ADD'L EVENT SECURITY COST: _____ (PER HR) X _____ (# of HRS) = _____ DATE PAID: _____

** KEY DEPOSIT: _____
DATE PAID _____
RECEIVED BY _____
RETURN DATE _____



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Facility Rentals	Category & Rental Fee	Requirements
Running Springs Robert Hootman Senior/Community Center (Capacity 120) & Twin Peaks Senior/Community Center (Capacity 114)	Category A: No Charge Category B: \$23 /hr. Weekday / \$28 /hr. Weekend Category C: \$48 /hr. Weekday / \$73 /hr. Weekend Category D: \$58 /hr. Weekday / \$83 /hr. Weekend Category E: \$78 /hr. Weekday / \$153 /hr. Weekend	\$100 Administrative Reservation Fee (non-refundable) + \$250 Security Deposit (Refundable*)
	10% Off Weekend Packages for Categories C and D 6 hrs. or more (10% off Hourly Fee + 10% Administrative Reservation Fee)	\$250 Security Deposit (Refundable*) and Proof of Insurance*
Lake Gregory Education and Community Center LGECC Multi-Purpose Room/Gymnasium (Capacity 700 Auditorium/300 Banquet)	Category A: No Charge Category B: \$43 /hr. Weekday / \$63 /hr. Weekend Category C: \$63 /hr. Weekday / \$88 /hr. Weekend Category D: \$78 /hr. Weekday / \$128 /hr. Weekend Category E: \$113 /hr. Weekday / \$178 /hr. Weekend	\$100 Administrative Reservation Fee (non-refundable) + \$250 Security Deposit (Refundable*)
	10% Off Weekend Packages for Categories C and D 6 hr. or more (10% Hourly Fee + 10% Administrative Reservation Fee)	\$250 Security Deposit (Refundable*) and Proof of Insurance*
LGECC Gymnasium for Sports Only	All Categories: \$50/hr.	\$100 Security Deposit (Refundable*)
LGECC Classroom/Meeting Rooms	All Categories: \$25/hr.	\$100 Security Deposit (Refundable*)
District Office Meeting Room <small>(Only available during office hours. This excludes programs or activities of the ROWRPD and/or co-sponsored activities)</small>	Category A: No Charge Category B: No Charge Category C: \$10 /hr. Category D: \$14 /hr. Category E: \$26 /hr.	n/a
Picnic Area/Shelter Reservations <small>(Includes Firehouse Playground Picnic Shelters, Arrowbear Park Picnic Area, and Twin Peaks/Rotary Centennial Park)</small>	Category A: No Charge Category B: No Charge Category C: \$8 /hr. Category D: \$12 /hr. Category E: \$26 /hr.	\$100 Security Deposit (Refundable*)
Weekend Rentals are a minimum of 4 hours		
Onsite Security Fee		
The Park District requires onsite security for any event that serves and/or sells alcohol. \$100 Onsite Security Fee (4 hour minimum) and \$20 per each additional hour		
*Proof of Insurance		
Please note: A \$1,000,000 Proof of Liability Insurance naming the Rim of the World Recreation and Park District as Additional Insured will be required if the event is either selling and/or serving alcohol. If selling alcohol we require a copy of the "ABC" License.		

Ball Field & League Rental Fees		
Reservation & Category	Independent League/Group	Co-Sponsored League/Program
Basic Fee	n/a	20% of gross registration fees ¹
Insurance Requirements	\$1,000,000 liability certificate naming ROWRPD as Additional Insured. Provided prior to first seasonal use.	Included
Field Reservation Youth ²		Included
Category B	\$8 per hour	"
Category C	\$12 per hour	"
Category D	\$20 per hour	"
Category E	\$22 per hour	"
Field Reservation Adult ²		Included
Category B	\$17 per hour	"
Category C	\$20 per hour	"
Category D	\$24 per hour	"
Category E	\$27 per hour	"
Field Lights	\$25 per hour	\$25 per hour
Concession Stand TP OR RS	\$250 per league/season or \$50 per Day for Groups \$250 Refundable Security Deposit	\$250 per league per season \$250 Refundable Security Deposit
¹ \$100 and/or \$250 Security Deposit is refundable if groups leave the facility on time, in an orderly condition and uphold all agreements made within the signed Facilities Use Application Form and Facility Use Policies. If not, the Security Deposit is forfeited. Please see Facility Use Policies. ² Example: League has nine teams which pay a league fee of \$400 per team \$3600 X 20% = \$720 due to ROWRPD prior to Opening Day of League ³ Seasonal Use Field Reservation fees will be determined by the schedule(s) produced at the Pre-Season Field Use/Reservation Meeting. Hours are based upon time reserved, regardless of nature of use (games vs. practice vs. picture day). Each month field users will be billed for the use of the field and lighting (if needed) for the prior month's use. Field users will have two weeks to pay their invoice. If payment is received late, a late fee will be assessed and field usage will be lost. (Credit for in-kind services and projects will be considered on a case-by-case basis. All credit projects must be submitted in writing and approved by the ROWRPD Board of Directors. If approved, the Board of Directors decides the credit allowed. Large comprehensive projects may be eligible for multi-year offsets at ROWRPD Board discretion).		

**Rim of the World Recreation and Park District
26577 State Highway 18, P.O. Box 8
Rimforest, CA 92378**

ROWRPD Field, Park and Open Space & Procedure of Use

- I. Hours – Field and park use, hereafter referred to as "facility", should not extend outside of the hours of the approved reservation/allocation request.
- II. Facilities – The reserved use of District fields and parks shall be scheduled at the discretion of the General Manager. A reservation confirmation shall be issued specifying the date, time, and location of the use shall be subject to any conditions that may be imposed their under.
- III. Alcoholic Beverages- No individual or group shall possess or consume any alcoholic beverages in a District facility.
- IV. Disposal of Waste-- the permit holder will leave the facility and surrounding areas in a clean, neat condition. All waste and garbage shall be disposed of in receptacles designated for this purpose. If it is necessary for the District to provide cleaning services following a reserved activity the permit holder may be charged an additional fee and review of future use will occur.
- V. District property – No person shall damage, deface, destroy or remove any District property, including but not limited to: signs, structures, equipment, natural growth or other material.
- VI. Motor Vehicles – No person shall operate, stop or park any motor vehicle except on facility roads, parking, in a reckless or negligent manner, or in a a manner as to become a nuisance to other facility users.
- VII. Firearms – No person other than an officer of the law shall carry any firearm within the limits of the facilities.
- VIII. Building if Fires – No person shall set or maintain any fire in the facilities except in stoves or grills maintained for the purpose and located by authority of the District.
- IX. Sound Equipment – No person shall use any sound amplification equipment in the parks except by special permission from the District.
- X. Explosives and Fireworks – No person shall have in his/her possession or ignite any fireworks within the parks, fields, or District owned facilities.
- XI. Failure to comply with Rim of the World Recreation and Park District regulations may cause the cancellation of reservation and forfeit the use of District facilities in the future. Reservations are revocable at any time for any violation of rule, ordinance, or state law.

Signature of Acknowledgement:

----- Date: -----



RIM OF THE WORLD RECREATION AND PARK DISTRICT

Facility Usage Policies

Use of District Facilities: It is the general policy of the District that the current facilities, and any other facilities acquired or maintained under the District's jurisdiction, are intended primarily for recreation use by the general public in conjunction with the District recreation program.

Purpose of Park District Facilities:

1. To provide and encourage recreation for the residents and visitors of the District;
2. To make available to the general public, by reservation, use of facilities for recreational activities;
3. To foster widespread participation in recreational activities by encouraging use of facilities;
4. To provide administrative office space for the Rim of the World Recreation and Park District staff.

Priorities:

- Group I Programs offered by the Rim of the World Recreation and Park District
- Group II Programs co-sponsored by the Recreation and Park District as approved by the Park District Board
- Group III Civic, non-profit groups, and governmental agencies conducting non-recreational activities
- Group IV Private parties and individuals (i.e., wedding receptions, anniversaries, private banquets, etc.)
- Group V Commercial use and all other activities not listed above

Categories:

- Category A A program or activity offered by the Rim of the World Recreation and Park District
- Category B "Non-profit" groups that operate and have headquarters within Park District boundaries
- Category C "Private individuals" who own property or reside within the Park District boundaries

Category D "Non-profit" groups or "Private Individuals" that have headquarters or who reside outside the Park District boundaries

Category E Commercial enterprises whose headquarters are outside the Park District boundaries, but are sponsored by civic, social, or cultural groups, or organizations (for profit or non-profit)

Eligibility: All recreation facilities under the jurisdiction of the Recreation and Park District are available on a reservation basis, in accordance with these policies, to all groups and individuals regardless of race, sex, color, creed, or age.

In compliance with the State of California Constitution, District facilities are available for religious services, at the current adopted fee schedule, as long as they are not on a continuing basis. Any activity in which the District's facilities are utilized will be conducted according to state law, and will conform to the written policies of the Park District. No meetings or entertainment will be held for the purpose of advancing any doctrine or theory subversive to the United States or the State of California.

Permission: The individual or group requesting permission to use the District facilities will be granted the privilege providing all rules and regulations governing use of said facility will be followed. At the sole discretion of the Park District, it may be necessary to reschedule, relocate, or deny a request previously approved with the facility or park, due to a schedule conflict. In this event the Park District will do the best of its ability to give the group or individual two (2) weeks advance notice. The group may select another date; however, if a satisfactory date cannot be arranged and a fee has been charged, the group may submit a written request for a full refund. Permission to use the Park District facilities may be revoked at any time for failure to comply with the governing policies.

1. **Fee:** A fee determined by the District will be charged to cover the cost of maintenance and utilities of the facilities. A fee schedule adopted by the Board of Directors and reviewed annually will be available at the District office. A refundable Security Deposit and a non-refundable Administrative Reservation Fee for use of the District facilities will be charged. The Security Deposit will not be refunded if the site required extra labor for excessive clean-up services and/or to replace and repair damaged property. A key deposit will be charged for any keys issued by the Park District. Groups shall leave the facilities on time and in a clean and orderly condition, if not the Security Deposit is forfeited.

Liability: The District is not responsible for accidents, injury, or loss of individual property during the use of Park District facilities. The individual or group granted use of the Park District facility shall be held responsible for any damage or loss of District property. The Park District may require a Certificate of Insurance in amounts deemed adequate based upon recommendations from the Park District's Insurance carrier/provider.

ALCOHOLIC BEVERAGES: No person shall bring alcoholic beverages into, nor consume any alcoholic beverages while in a public District park without written permission special permit issued by the Board of Directors. Alcohol may be permitted in District facilities upon the approval of Facility Use Application and Agreement and/or granted by the District. However, a permit issued by the State Alcoholic Beverage Control Board is required if alcohol is to be sold in a Park District facility.

INSURANCE: The individual or group requesting permission to use the District facilities and is selling or serving alcohol must provide Rim of the World Recreation and Park District with a Certificate of Insurance naming Rim of the World Recreation and Park District as an additionally insured entity (with of a minimum \$1,000,000 liability).

Any activity in which the facilities are utilized will be conducted according to the law, and will conform to the oral and written standards of the Rim of the World Recreation and Park District.

1. Permission for groups composed of minors (under 18) will be issued only to adults who accept responsibility for supervising them throughout the period covered by the Facility Use Application and Agreement.
2. The supervising adult obtaining permission must read the Facility Usage Policies before signing the Facilities Use Application and Agreement.
3. The Facilities Use Application and Agreement to use the Park District facilities must be obtained and submitted to the Park District office.
4. Permission cannot be transferred, assigned, or sublet without the formal written approval of the Park District.
5. Park District staff is not available to do a thorough inspection and clean centers in between events. Therefore only 1 event per day on weekends will be allowed.
6. Permission will be granted for political party fund-raising events in accordance with the policies adopted by the Park District. Fees will be charged in accordance with the current adopted fee schedule.
7. Permission includes only the actual time of the activity or facility usage.
8. Rim of the World Recreation and Park District, acting with discretion, reserves the right to refuse permission for special uses of its facilities.

Refund Policy (For Facility Usage and other Programs/Activities/Events):

Trips, Excursions, and Special Events: All requests for refunds MUST be initiated at least two working days before the scheduled event, unless otherwise stated.

Classes & Instruction: No refunds will be granted after the scheduled program begins. See Recreation Program Registration Information and Procedures/Rules.

Facility Rentals: Refunds must be initiated two working days before the scheduled event.

Refund Procedure: Refund request must be submitted in writing. A refund must be approved by the General Manager and will be based on the time the request is officially made at the Park District Office. A service charge will be assessed for all refunds.

Refund Exception: Refunds will be granted for programs or events which are cancelled by the Park District; in such instances there will be no service charge.

Waiver of Fees: A request for a waiver of Facility Use fees must be in writing and directed to the Board of Directors. Staff cannot and will not waive fees set by the Board of Directors. The request will be considered by the Finance Committee for recommendation and later considered at the next monthly board meeting. See Public Request for Waiver of District Fees Policy No.: 3305

Facility Usage Rules, Regulations and Guidelines:

1. There must be at least one adult, age 21 and over for each twenty (20) minors in attendance.
2. Groups shall leave the facilities in a clean and orderly condition.
3. Alcoholic beverages are not allowed within the facility without prior written permission from the Park District.
4. No smoking is allowed.
5. Profane language, gambling, fighting, and other unruly conduct are prohibited.
6. Groups must assume responsibility for the security of any community center.
7. The Park District is not responsible for accidents or loss of individual property.
8. Access to the tables and chairs that are available in the facility is permitted; however, facility use applicants are to provide all other materials and supplies.
9. Decorations shall not be put up without the prior approval of the Recreation and Park District. The Sponsoring organization shall be responsible for putting up any decorations, and for all other special preparations necessary for the function being sponsored. They shall further be responsible for the removal of all decorations and supplies the same day of the event, and for leaving the building and/or park in a satisfactory condition. Only fireproof or fire retardant materials may be used in decorating. Nails, thumb tacks, and other materials which might deface the property shall not be used. At no time are exits to be covered or obstructed by decorations.

10. Keys will not be issued for entrance to any center operated by the Park District. Instead, building attendants will be on site to facilitate all required openings and closings.
11. Activities shall cease by 10:00 pm unless otherwise stated and approved on the Facility Use Application and Agreement.
12. Groups using the facilities must observe the occupancy capacity, which is posted in each facility.
13. Groups must provide their own special security protection when required by the Park District.
14. The applicant and/or his/her organization is solely responsible for any damages, accidents or injuries to persons or property resulting from the use of the facilities or park. Any organization obtaining a Facility Use Application and Agreement shall be responsible for the control and supervision of the people in attendance during the use of the building and/or park and shall take care to see that no damage is done to the furniture or fixtures. Any violations of provision can result in a denial of further facility use to the organization. Financial reimbursements for repair or replacement must be paid upon demand.

Note: Where consistent with the foregoing, the General Manager may add all reasonable and necessary rules and regulations to administer and enforce these policies.



RIM OF THE WORLD RECREATION AND PARK DISTRICT
PERMIT/FACILITY USE AGREEMENT

A. INDEMNIFICATION

1. Hereinafter known as the **USER/RENTER** shall indemnify, defend, and hold harmless the **RIM OF THE WORLD RECREATION AND PARK DISTRICT** hereinafter know as the **DISTRICT**, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the **USER/RENTER's** use or occupancy of a facility or property controlled by the **DISTRICT**, unless solely caused by the gross negligence or willful misconduct of **DISTRICT**, its officers, employees, or agents.

B. INSURANCE REQUIREMENTS

1. General liability insurance: The **USER/RENTER** shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability
 - a. Such insurance shall name **DISTRICT**, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The **USER/RENTER** shall file certificates of such insurance with the **DISTRICT**, which shall be endorsed to provide thirty (30) days' notice to the **DISTRICT** of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the **DISTRICT** may deny access to the facility.
 - b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the **DISTRICT's** self-insurance pool.

- c. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the **USER/RENTER** maintains higher limits than the minimums shown above, the **DISTRICT** requires and shall be entitled to coverage for the higher limits maintained by the **USER/RENTER**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to **DISTRICT**.

C. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

- 1. A **USER/RENTER** shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
- 2. The **USER/RENTER** agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
- 3. The **USER/RENTER** further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
- 4. The **DISTRICT** reserves the right to immediately revoke **USER/RENTER**'s right to use of the facility under this agreement should **USER/RENTER** fail to comply with any provision of this section.

D. FORCE MAJEURE

- 1. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the **DISTRICT** shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The **USER/RENTER** waives any right of recovery against **DISTRICT** and the **USER/RENTER** shall not charge results of "acts of God" to **DISTRICT**, its officers, employees, or agents.

USER/RENTER Print Name

USER/RENTER Signature

DATE



RIM OF THE WORLD RECREATION AND PARK DISTRICT

Activity Date(s)

Activity Name

WAIVER, RELEASE, HOLD HARMLESS AGREEMENT, AND AGREEMENT NOT TO SUE

In consideration for being permitted by the District to participate in the above-referenced activity, I hereby agree for myself, my heirs, administrators, executors, and assigns that I shall indemnify and hold harmless, waive, release, and discharge any and all claims for, or demands, actions, or suits arising out of or in connection with, damages for personal injury, death, or property damage which I may have, or which may hereafter accrue to me, as a result of participation in said activity. This release is intended to discharge in advance the District (including its officers, employees, volunteers, and agents) from any and all liability arising out of or connected in any way with my participation in said activity, even though that liability may arise out of active or passive negligence or carelessness on the part of the persons or entities mentioned above.

It is further agreed that this waiver, release, and assumption of risk is to be binding on my heirs, administrators, executors, and assigns and that I shall indemnify and hold the District (including its officers, employees, volunteers, and agents) free and harmless from any loss, liability, damage, cost, or expense which may arise out of or be connected in any way with my participation in said activity.

Additionally, I fully understand that my participation in the above-referenced activity exposes me to the risk of personal injury, death, communicable diseases, illnesses, viruses, and/or property damage. I hereby acknowledge that I am voluntarily participating in this activity and agree to assume any such risks.

VIRTUAL CLASS RELEASE: I hereby warrant and agree that the conditions of my environment are safe, free from obstructions, and suitable for participation in the above-referenced activity. I further understand and agree that any material downloaded, viewed or otherwise obtained through my participation in said activity is done at my own risk, and the District is not responsible for any loss, alteration, corruption or other damage to my personal property, including computers, networks, and other property used as part of my participation.

PHOTOGRAPHIC RELEASE: I understand that photographs, video, or film likenesses may be taken during this activity and hereby grant the District permission to use any such marketing outlets of myself and/or child(ren) for media, advertising, or other promotional materials.

PARENTAL/GUARDIAN CONSENT: (to be completed and signed by parent/guardian if Participant is under 18 years of age.)

I hereby consent that my son/daughter, _____, participate in the above-referenced activity, and I hereby execute the above Waiver, Release, Hold Harmless Agreement, and Agreement Not to Sue on his/her behalf. I state that said minor is physically able to participate in said activity. I hereby agree to indemnify and hold the District (including its officers, employees, volunteers, and agents) free and harmless from any loss, liability, damage, cost, or expense which may arise out of or be connected in any way with said minor's participation in said activity.

I HAVE CAREFULLY READ THIS WAIVER, RELEASE, HOLD HARMLESS AGREEMENT, AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE ABOVE DISTRICT AND I SIGN IT OF MY FREE WILL.

Signature

Name (Printed)

Date



RIM OF THE WORLD RECREATION AND PARK DISTRICT

Activity Date(s)

Activity Name

COVID-19 Informed Consent, Acknowledgment of Risk, and Waiver & Release of Liability

Information about COVID-19 and Risks of Participation

The current pandemic health emergency is related to the highly contagious novel coronavirus (“COVID-19”). COVID-19 is an illness caused by a virus that can spread from person to person, primarily through respiratory droplets. Recent data suggest that there can be transmission of COVID-19 through respiratory droplets of those with mild (or no) symptoms or those who do not feel ill. COVID-19 symptoms can range from mild (or no) symptoms to severe illness. Symptoms of COVID-19 may include, among other symptoms, fever or chills, cough, shortness of breath or difficulty breathing, fatigue, headache, congestion or runny nose, muscle or body aches, sore throat, new loss of smell or taste, nausea or vomiting, and diarrhea. The estimated incubation period is between 2 and 14 days with a median of 4 to 5 days. It is important to note that some people become infected and do not develop any symptoms or feel unwell.

The impact of COVID-19 on the health of the public is not yet fully known. COVID-19 is a new disease and there are limited data and information about the impact of many underlying medical conditions on the risk for severe illness from COVID-19. Severe illness from COVID-19 is defined as hospitalization, admission to the intensive care unit (ICU), intubation or mechanical ventilation, or death.

Among adults, the risk for severe illness from COVID-19 increases with age, with older adults at highest risk. Additionally, adults of any age with the following conditions are at increased risk of severe illness from the virus that causes COVID-19: cancer; chronic kidney disease; COPD (chronic obstructive pulmonary disease); Down Syndrome; heart conditions, such as heart failure, coronary artery disease, or cardiomyopathies; immunocompromised state (weakened immune system) from solid organ transplant; obesity; severe obesity; pregnancy; sickle cell disease; smoking; and type 2 diabetes. Adults of any age with other medical conditions not listed here might be at increased risk for severe illness from the virus that causes COVID-19. As more data become available, additional risk factors for severe COVID-19 may be identified.

While fewer children have been sick with COVID-19 compared to adults, children can be infected with the virus that causes COVID-19, can get sick from COVID-19, and can spread the virus that causes COVID-19 to others. Children, like adults, who have COVID-19 but have no symptoms can still spread the virus to others. Most children with COVID-19 have mild symptoms or have no symptoms at all. However, some children can get severely ill from COVID-19 and might require hospitalization, intensive care, or a ventilator to help them breathe. In rare cases, they might die. Babies under one year old and children with certain underlying medical conditions might be at increased risk for severe illness from COVID-19. Children with the following conditions, among others not listed here, might be at increased risk for severe illness: asthma or chronic lung disease; diabetes; genetic, neurologic, or metabolic conditions; sickle cell disease; heart disease since birth; immunosuppression (weakened immune system due to certain medical conditions or being on medications that weaken the immune system); medical complexity (children with multiple chronic conditions that affect many parts of the body, or are dependent on technology and other significant supports for daily life); and obesity. The Centers for Disease Control and Prevention (CDC) and partners are investigating a rare but serious medical condition associated with COVID-19 in children called Multisystem Inflammatory Syndrome in Children (MIS-C). It is not yet known what causes MIS-C and who is at increased risk for developing it.

While there are now authorized and recommended vaccines to prevent COVID-19 in the United States, there is currently a limited supply of these vaccines. In addition, multiple variants of the virus that causes COVID-19 have been documented in the United States and globally during this pandemic. Therefore, the best way to prevent illness is

to avoid being exposed to the virus that causes COVID-19. The CDC also advises, among other precautionary measures, that individuals should:

- cover their mouth and nose with a mask when around others;
- stay at least six feet away from others who do not live with them;
- avoid crowds;
- avoid indoor spaces that do not offer fresh air from the outdoors as much as possible, and if indoors, bring in fresh air by opening windows and doors, if possible;
- wash their hands often with soap and water for at least 20 seconds or use a hand sanitizer that contains at least 60% alcohol if soap and water are not readily available;
- cover coughs and sneezes; clean and disinfect frequently touched surfaces daily;
- monitor their health daily; and
- stay home and isolate from others when sick.

Additional information regarding COVID-19, is available online with the following public health resources:

- CDC website at <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- State of California website at <https://covid19.ca.gov/>
- California Department of Public Health website at <https://www.cdph.ca.gov/>
- County Public Health <https://wp.sbcounty.gov/dph/>

Although **RIM OF THE WORLD RECREATION AND PARK DISTRICT** hereinafter known as the **DISTRICT** has implemented certain preventative measures consistent with applicable rules, regulations, federal and state orders and guidance, and guidance from public health officials related to COVID-19, **DISTRICT** cannot ensure that participants and/or their families or others in the participant's household will not become infected with COVID-19. Moreover, **DISTRICT** cannot protect against exposure to or infection by COVID-19 that occurs due to the actions, omissions, and/or negligence of participants or others, including **DISTRICT** staff members.

California Public Health Guidance for Organized Sports and Recreation

COVID-19 continues to pose a severe risk to communities and requires all people in California to follow recommended precautions. The California Department of Public Health ("CDPH") issued revised public health guidance for youth and adult sports on February 19, 2021. The guidance is intended to provide direction on all organized youth and recreational adult sports activities to support a safe environment for these sports. A copy of the most recent CDPH youth sports and/or adult sports health guidance can be found on the CDPH website.

Additionally, the guidance applies to all **organized** youth sports and recreation— including school- and community-sponsored programs, and privately-organized clubs and leagues — and adult recreational sports. The guidance may be subject to change as new information becomes available. You are encouraged to regularly consult updated health guidance information as well as specific guidance for sports and recreation including the following websites:

- American Academy of Pediatrics website at <https://services.aap.org/en/pages/2019-novel-coronavirus-covid-19-infections/clinical-guidance/covid-19-interim-guidance-return-to-sports/>
- CDPH website at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/outdoor-indoor-recreational-sports.aspx>

Informed Consent, Acknowledgement of Risk, & Waiver and Release of Liability

Before the participant may participate in the above-referenced activity, **DISTRICT** requires that the participant or its Parent/Guardian read the information in this Notice, the enclosed materials, and sign below to ensure they are informed of and understand the risks related to COVID-19 that are associated with participation in sports and recreational activities.

In signing the below, you attest that you have read the Notice and understand the risks related COVID-19 that are associated with participation in the above-referenced activity. You further understand that there are cardiovascular and other health and safety risks associated with returning to athletic activities after COVID-19 infection. You also acknowledge that the health and safety risks posed by COVID-19 cannot be eliminated, despite the implementation of reasonable and age-appropriate precautions and protocols. You further understand that because of the COVID-19 pandemic and the risk of transmission inherent in sports participation, the CDPH has categorized youth and adult sports into four tiers based upon their level of contact and transmission risk. You also acknowledge that there may be risks associated with adhering to certain mitigation strategies recommended and/or required by the CDPH such as wearing a face covering mask that completely covers the nose and mouth, including during active play. Finally, given the unknown nature of COVID-19, you understand that it is not possible to list each and every specific risk associated with COVID-19 and that neither **DISTRICT** nor public health officials can guarantee that any participant will not come into contact with someone infected by COVID-19 and/or contract such illness.

I understand that the choice to participate in the above-referenced activity is voluntary. By opting to participate, I agree to abide by any such health and safety protocols **DISTRICT** may require. I understand that promoting public health is a shared responsibility and that every member of the community must do his/her part to minimize risks.

In consideration for being permitted by **DISTRICT** to participate in the above-referenced activity, I fully **ASSUME ALL RISKS**, inherent and otherwise, whether or not described above, in connection with participation in the activity and hereby waive, release, and discharge any and all claims for damages for injury, harm, or illness including, but not limited to contracting COVID-19, which may in any way relate to participation in said activity. This release is intended to discharge in advance **DISTRICT** (including its officers, employees, volunteers, and agents) from any and all liability arising out of or connected in any way with participation in said activity, even though that liability may arise out of active or passive negligence or carelessness on the part of the persons or entities mentioned above.

PARENTAL/GUARDIAN CONSENT: (to be completed and signed by parent/guardian if Participant is under 18 years of age.)

I hereby consent that my son/daughter, _____, participate in the above-referenced activity, and I hereby execute the above COVID-19 Informed Consent, Acknowledgment of Risk, and Waiver & Release of Liability on his/her behalf.

I HAVE CAREFULLY READ AND UNDERSTAND THE NOTICE ABOVE (INCLUDING THE INFORMATION ABOUT COVID-19 AND THE RISKS OF PARTICIPATION) AND HEREBY KNOWINGLY AND WILLING CONSENT TO THE PARTICIPATION IN THE ABOVE-REFERENCED SPORT/ACTIVITY.

Signature

Name (Printed)

Date