



Conejo Recreation & Park District

Waiver and Consent Form HOLD HARMLESS FOR RENTAL AGREEMENTS

I acknowledge and understand that the _____
Location(s) & Facility Name(s)

facility(s) is/are being provided for the conduct of a _____
Type of event

The above facility is subject to wear and tear, deterioration, and abuse. The outdoor portion of the facility is subject to the effects of weather and the forces of nature. It is recognized that the outdoor facilities are subject to animal and human damage and erosion, that the surface of such facilities may be uneven, defective or contain foreign objects. The Conejo Recreation & Park District (herein referred to as "CRPD") will within the reasonable constraints of its facilities and budget, perform necessary maintenance on the facility. The undersigned agrees to carefully inspect and satisfy for him or her that the facilities provided are reasonably safe for their intended use. Once having conducted such inspection the undersigned agrees that he or she expressly assumes the risk of any defect in the premises herein occasioned by the want of inspection, maintenance and warning.

The undersigned releases, waives, holds harmless and discharges CRPD from any and all liability or responsibility which arises out of the use of or the conditions of the premises herein. The undersigned agrees to be solely responsible for and all liability, claims, loss, damage, 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 CRPD facilities. The undersigned shall indemnify, defend, and hold harmless CRPD, 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 undersigned's use or occupancy of a facility or property controlled by CRPD, unless solely caused by the gross negligence or willful misconduct of CRPD, its officers, employees, or agents.

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

1. The undersigned shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
2. The undersigned agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
3. The undersigned 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.

Updated information regarding such guidelines is readily available at the following websites:

Ventura County: <https://www.vcemergency.com>

State of California: <https://covid19.ca.gov>

Federal (CDC): <https://www.cdc.gov>

4. If a sports organization, sports club, or sports business renting fields for team practice or game purposes, the undersigned certifies that the sports organization, sports club, or sports business has completed and submitted the County of Ventura Business Attestation online form at <http://www.vcemergency.com/vc-reopens> and has submitted a written COVID-19 Prevention Plan to the CRPD staff overseeing the facilities in which the undersigned will be renting which outlines how to meet all guidelines.
5. CRPD reserves the right to immediately revoke the undersigned's right to use of the facility under this agreement should the undersigned fail to comply with any provision of this section.

B. FORCE MAJEURE

Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the CRPD 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 undersigned waives any right of recovery against CRPD, and the undersigned shall not charge results of "acts of God" to CRPD, its officers, employees, or agents.

Applicant Name (print): _____

Applicant Signature: _____ Date: _____

On Behalf Of (if applicable): _____

Street Address: _____

City, State, Zip: _____

E-Mail: _____ Phone: _____

Please complete and return to:

CRPD Reservations Office

403 W. Hillcrest Drive, Thousand Oaks, CA 91360
805-381-1213 • Fax 805-777-7391 • reservations@crpd.org



**Acknowledgement - COVID-19 Precautions
for CRPD Reservations, Rentals, and Outdoor Events**

In response to California Governor Newsom’s Executive Order N-25-20 and the Gathering Guidelines issued by the California Department of Public Health in response to the COVID-19 pandemic, Conejo Recreation & Park District (CRPD) requires that individuals, organizations, and agencies agree to confirm receipt of these guidelines.

By my signature below, I acknowledge receipt of and agree to comply with the California Department of Public Health Gathering Guidelines (<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Guidance.aspx>).

I further acknowledge that during this Public Health Emergency, information changes rapidly and that the permit, rental, or reservation may be cancelled at any time.

Organization Name: _____ Date: _____

Individual Name: _____ Signature: _____

Office Use Only: Date Received: _____

Rev. 6/5/2020



Conejo Recreation & Park District

Information & Policies Governing use of Athletic Fields By Athletic Organizations

GENERAL MANAGER
Jim Friedl

Groups shall be responsible for the condition in which they leave the premises.

- User groups are held responsible for all damages including sprinklers and turf areas.
- If District property has been damaged or abused beyond normal wear, the applicant shall be responsible for reasonable costs to replace, repair or clean such property (Article IV, Section 407).
- Motor vehicles are not to be driven on any field without written approval. Vehicles are to remain in designated parking areas only.

Athletic Organizations, Groups or Teams must have an approved permit for field use. Athletic Organizations, Groups or Teams using reservable fields without an approved permit will be charged the regular basic rate.

Field condition information may be obtained by going to our website at www.CRPD.org under parks and field conditions or by calling, **(805) 381-1236** following rain.

A \$300.00 fine may be assessed for use of closed fields.

Amplified sound, whether for speech or music is prohibited on park property unless approved by the General Manager. (Article II, Section 208) Submit an amplified sound request to the Reservations office.

Field Applications must be submitted to Reservations Office at least 14 days before date of use.

- \$300.00 non-refundable deposit to be paid when Tournament application(s) are submitted.
- Additional Processing fees are not charged for Athletic Organizations reserving facilities for concession rooms, board meetings, award banquets, league picnics, and photo sessions which are considered an extension of the original allocation.
 - *Individual Team activities are identified as independent of the league and are assessed full reservation fees.*
- Tournaments, camps, clinics, regional, picture day, meetings and banquets require separate permits.
- Game schedules are due upon request.
- Cancellation fees are assessed if dates are cancelled less than **10** business days prior to permit date.
- Organizations Field Directors or President must sign all applications for permits.
- Team rosters, including names and addresses of all participants, must be provided upon request of the Sports Supervisor.
- Current additional insured Certificate of Insurance and additional insured Endorsement must be on file or permit is void.
- Vendors, including food concessions, must be insured and approval by CRPD to operate.
- Groups may only paint or chalk with an approved marking material with CRPD approval for games only. No field marking for practice fields
- There shall be no removal of bleachers or permanent goal posts, or modification of park property without prior approval.
- Fields can not be sublet. Organization permitted is who must occupy the field.

Failure to comply with these or other rules, policies, and ordinances of the Conejo Recreation & Park District may result in immediate suspension or revocation of the permit.

Organization _____ Date _____

Representative _____ Representative Signature _____
Print

Conejo Recreation & Park District *Additionally Insured* **Insurance Certificate & Endorsement Requirements**

Give this document to your (or your organization's) insurance agent.

Your **Certificate of Insurance and Endorsement** must be submitted to the Hillcrest Center Reservations office **10** working days prior to event.

- ✓ **Certificate of Liability Insurance and Additional Insured Endorsement for your event must contain the following clause:** "This insurance is primary and non contributory with any insurance carried by the certificate holder."
- ✓ **Certificate must include:**
 - Date of event or date range of coverage
 - Location of event.
 - Name of Organization/Group/Business
 - Must be on occurrence basis.
- ✓ **Additional Insured Endorsement/Certificate Holder section must read:**
 - Conejo Recreation & Park District, it's Directors, Officers, Agents and Employees.
 - 403 W Hillcrest Dr Thousand Oaks, CA 91360
- ✓ **Cancellation Clause must read as follows:** "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days' written notice to the certificate holder named to the left."
- ✓ **If this is a Company function**

Please include evidence of Worker's Compensation.
- ✓ **Minimum Liability Limits are \$2,000,000.**
 - \$2,000,000. General Aggregate
 - \$1,000,000. Per Occurrence
 - \$1,000,000. Products Completed-Operations
 - \$1,000,000. Personal & Advertising Injury
 - \$100,000. Fire Legal
 - \$5,000. Medical Expense

Mail, Email or Fax to:

Hillcrest Community Center/Reservations Office
403 W Hillcrest Drive Thousand Oaks Ca 91360

Fax 805-777-7391 Phone 805-381-1213 email reservations@crpd.org



See other side

Conejo Recreation & Park District
Additionally Insured
Insurance Certificate & Endorsement
Requirements

Certificates of insurance without endorsements do not protect the additionally insured. In this case:

Conejo Recreation and Park District, it's Directors, Officers, Agents, and Employees.

An endorsement is required because, as noted on the insurance certificate: *"This certificate is issued as a matter of information only and conflicts no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy."*

"NO BLANKET ENDORSEMENTS"

SAMPLE of "CG 20 26 11 85" Endorsement form

| | |
|--|--|
| POLICY NUMBER ----- | COMMERCIAL GENERAL |
| LIABILITY | |
| THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. | |
| ADDITIONAL INSURED—DESIGNATED PERSON OR ORGANIZATION | |
| This endorsement modifies insurance provided under the following: | |
| COMMERCIAL GENERAL LIABILITY COVERAGE PART. | |
| SCHEDULE | |
| Name of Organization | |
| Conejo Recreation & Park District, it's Directors, Officers, Agents, and Employees. | |
| 403 W Hillcrest Drive Thousand Oaks, CA 91360 | |
| (If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement) | |
| WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented by you. | |
| CG 20 26 11 85 | Copyright, Insurance Services Office. Inc...1984 |