



CITY OF CROWN POINT

PARKS & RECREATION

David D.F. Uran
Mayor

Jennie Burgess
Parks Administrator

SPORTSPLEX RENTAL/PARTICIPANT AGREEMENT

City of Crown Point Parks and Recreation

Renter/Participant Name: _____ Date: _____

Contact Name: _____ Resident _____ Non-Resident _____

Address: _____ Phone: _____

Email Address: _____

• Renter/Participant shall be allowed the use of CROWN POINT SPORTSPLEX located at 1313 East North Street, Crown Point, Indiana ("Facility") according to the terms and conditions set forth in this Agreement and more specifically described as follows.

Turf Field A _____ Turf Field B _____

Softball Field(s) 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____ 7 _____ 8 _____ 9 _____ 10 _____

Center Ross Park 1 _____ 2 _____

• Renter/Participant shall have access to the above marked fields on the following date(s) _____

• Renter/Participant agrees to pay to the City of Crown Point ("Crown Point") for use of the Facility, in advance, the amount provided below and failure to do so will result in the inability to use the Facility.

• Renter/Participant shall be responsible for in full payment of the above indicated amounts regardless of cancellation or use of the Facility. NO REFUNDS on deposits. Crown Point, its officers, agents, or employees, may suspend or terminate this Agreement at any time, with or without cause, with or without notice to the Renter/Participant. Crown Point may request Renter/Participant to reschedule its rental dates and times, and Crown Point shall reimburse Renter/Participant the above-indicated amount or a portion thereof if a date and time is not mutually agreed upon.

RENTAL FEES:

Hourly Rate Usage: _____ per hour Total _____

TOURNAMENT RENTAL FEES:

Total Due _____

Required Deposit 20% _____

• Renter/Participant shall be required to provide all necessary equipment and items during its use of the Facility and shall not seek such items to be supplied by Crown Point, its officers, agents, or employees. Tournament/renter is solely responsible for any and all activities/damages during the reservation and holds the City and its entities harmless for any participant and spectator injuries and damages. Renter/Participant is responsible to pay for any and all damages to the residential property adjacent to the Sportsplex.

• The use of the Facility shall not be assigned without the express written consent of City of Crown Point Parks Department Administrator.

• Renter/Participant agrees to abide by all Facility policies and rules, ordinances of Crown Point, and all other applicable State and Federal Laws. Crown Point, its officers, agents, or employees, may enter on to the Facility at any time for any reason for inspection of the Participant’s activities.

• Renter/Participant, having the authority to bind him or herself or the organization s/he represents, voluntarily assumes full responsibility for any risks, damage, or personal injury, including death, that may be sustained by any individual involved in the activities of the Renter/Participant or at the Facility for an activity of the Renter/Participant, or loss or damage to property owned by Participant or by an individual at the Facility for an activity of the Participant, as a result of participation of any kind in any activity at the Facility. Renter/Participant hereby releases, waives, discharges, and covenants not to sue and further indemnifies the City of Crown Point, its officers, agents, and employees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Participant or any individual involved in the activities of Renter/Participant or at the Facility for an activity of the Renter/Participant, or to any property, while at the Facility. Renter/Participant shall provide Crown Point with a current copy of its insurance certificate and shall name Crown Point as an additional insured which shall remain on file with Crown Point until the expiration of this Agreement. Renter/Participant hereby expressly agrees that it shall be solely responsible and liable for any and all damages caused by its use to the Facility, including damage to the field turf as more specifically described below, and shall be responsible for the payment of such repairs to Crown Point, at the sole discretion of Crown Point.

• **Synthetic Turf Field Rules & Regulations:** To preserve the quality of the turf and to provide a clean and healthy environment the following are NOT allowed on the synthetic turf fields: (1) dogs or pets of any kind; (2) food or beverages, including gum, seeds, nuts or sports drinks; (3) smoking or tobacco products of any kind; (4) glass bottles or glass containers of any type; (5) playing golf; (6) folding chairs or any other type of outdoor furniture (including tents); (7) pulling grass fibers or infill material from the field. Renter/Participant shall inform Crown Point immediately should damage occur to the turf fields and if repair or cleanup is necessary. In such instance, Renter/Participant shall bear the sole expense of repair or cleanup at the sole discretion of Crown Point.

• Renter/Participant agrees and understands the City of Crown Point and the Parks Department has hired Prime Parking Solutions for parking at the Sportsplex. Parking fees are the responsibility of the renters/users. Fee can be a daily, weekend or season pass.

• **Novel/Corona/Covid-19**—Renter/Participant knows and assumes personal risk of coming into contact directly or indirectly with individuals who have been exposed to and/or diagnosed with one or more communicable diseases including but not limited to Covid-19 and any of its mutations or other medical conditions and/or diseases. It is impossible for the City of Crown Point and its entities to completely eliminate the risk that participant can become exposed or infected through contact with or within proximity to any individual with a communicable disease. Renter/Participant will render the City harmless to any and all claims with respect to any and all personal injury/illness/death regardless of negligence or otherwise.

The undersigned hereby agrees and understands the information provided in both **Sportsplex Rental/Participant Agreement and Rental Usage Terms and Conditions.**

Signature: _____

Printed Name: _____ Title: _____

Approved By City of Crown Point Parks Department: _____