

## **Hendersonville Parks and Recreation Private Outdoor Fee-Based Activity**

**Policy** It is the policy of Hendersonville Parks and Recreation and the Hendersonville Parks Board, under circumstances appropriate for Hendersonville parks, to permit individuals and organizations the use of specified areas within Hendersonville parks for the provision of certain private outdoor fee-based activities and services to the public, subject to this Policy.

### **1.0 Purpose**

This policy outlines the requirements, limitations, and conditions under which temporarily permitted uses of Hendersonville parks could be allowed for certain private, fee-based activities or services consistent with the operation and public use of Hendersonville parks. The purpose of this Policy is to establish an effective mechanism for allowing activities or services of this sort to ensure the safety, environmental protection, and proper management of public spaces, as well as to maintain the aesthetic and recreational value of city parks while safeguarding the parks and the rights of park patrons to access and use the parks.

### **2.0 Definitions**

**2.1 Private Outdoor Fee-Based Activity, referred to in this Policy as POFA.** A class, clinic, non-sports camp, guided activity, program, business operations, or related service organized and offered by a User for which a payment, fee or other consideration is expected to be made to the User, directly or indirectly, for a service or for the right of an individual to participate or attend, whether said POFA is by invitation-only or open to the public in general. POFA must be generally recreational in nature or a common and customary park use.

**Exclusions from POFA:** Any activities, whether or not commercial in nature, which are authorized and conducted under a cooperative agreement, shared facilities agreement, user agreement, lease, temporary vending permit, athletic permit, event permit, tournament permit, special event permit, recreation facility permit, film or photography permit, or as part of any City-sponsored or City-conducted program or activity, are not regarded as being POFA and shall not be subject to this Policy.

**Non-Exclusive List of POFA:** POFA may include, but is not limited to: non-sports camp or clinic, exercise or physical training program, guided class in aerobics, yoga, or tai chi, self-defense or martial arts class, dance class, gymnastics training, personal improvement instruction, physical education program, Zumba class, boot camp, circuit training, cross training, music classes, and art classes. This list is only applicable to a POFA for which the User is compensated in some manner. Inclusion in this list does not guarantee that a Permit will be issued for a specific type of POFA.

**2.2 Parks and Recreation Office.** Hendersonville Parks and Recreation (HPR) and the Hendersonville Parks Board are the entities which reviews and approves Permit applications for POFA and administers the Permits for POFA.

**2.3 POFA Park.** A permit can be obtained for a POFA in a Hendersonville park to the extent provided in this Policy. Permits may contain restrictions such as date and/or time of use, maximum number of participants or attendees, the nature and extent of activities, and other requirements, limitations or conditions prescribe in this policy or the permit.

**2.4 Permit.** A revocable and non-transferable permit issued by the Parks and Recreation Office that allows the User a restricted use of a Hendersonville park for a POFA upon payment of the prescribed Permit fee and compliance with this Policy.

**2.5 User.** An individual, organization, or a non-profit or for-profit entity who, or that makes application to, and obtains a Permit from the Parks and Recreation Office, for the holding of a POFA. The term User includes employees, contractors and agents retained by, or representing, the User in obtaining or utilizing the Permit or conducting a POFA. An individual must be a permanent resident of Tennessee. A non-profit or for-profit entity must be registered with the Tennessee Secretary of State.

### **3.0 Authority and Applicability of Laws**

**3.1 General Authority and Applicability.** The management, operation and control of all facilities owned or leased by the City of Hendersonville for park and recreation purposes are under the exclusive control of HPR. Fees for the permitted use of such facilities and the enforcement of rules and regulations adopted by HPR for the public's use of such facilities. All City ordinances and rules and regulations adopted by HPR restricting or prescribing the public's use of such facilities shall be applicable in addition to the requirements of this Policy and the terms and conditions contained in the issued Permit.

### **4.0 General Provisions**

Hendersonville's parks are intended for a wide array of public uses. To the extent that a POFA is consistent with uses allowed in parks and is properly regulated, the use of Hendersonville's parks may be extended to allow, by Permit, for a POFA in a Hendersonville park. The following apply to POFA to the extent and manner specified.

- POFA. A POFA may only occur upon issuance of a Permit.
- POFA Standards. HPR reserves the right, at any time, to withdraw from availability any given Hendersonville park or location(s) within a Hendersonville park that may have previously been available for POFA. POFA permits may be restricted as to the days and times, and months or seasons, during which a POFA may occur; the number of POFA's allowed daily, weekly or seasonally; the number of participants or attendees allowed at any one time; the type of POFA allowed at given POFA park; the extent of POFA at a specified Hendersonville park or other nearby Hendersonville parks; and other requirements, limitations and conditions designed to protect the park and assure that other park patrons have reasonable access to and use of the park.
- Permit. A Permit issued for a POFA only allows the User the privilege, not the right, of conducting a POFA in a specified Hendersonville park. The Permit does not grant any property right or any protected right to operate a business that may be asserted against HPR or the City of Hendersonville. Only those services specified for the POFA in the Permit are allowed. The sale of goods or food and beverage are not allowed. A Permit is not assignable. The Permit must be in the possession of the User at all times during a POFA.
- No Warranties. HPR and the City make no warranties or guarantees as to the suitability or usability of a Hendersonville park for a particular POFA. The User accepts the condition of a POFA park "as is, where is" without any expectation that HPR, or the City, will take any action to make the POFA park more suitable or usable for the User's POFA. HPR reserves the right to eliminate a Hendersonville park from being available for a POFA if HPR determines that circumstances or park conditions warrant such elimination.
- Priorities. HPR of City-sponsored or City-conducted events, programs, and classes have priority over all other requests for use of Hendersonville parks, including any POFA. Individuals and entities that have contracted with the City for the reservation and use of Hendersonville parks have priority over all Permit applications or Permits for POFA's. This specifically includes events that are permitted prior to and subsequent to a Permit being issued for a POFA in the same Hendersonville park.
- Competition. Unless expressly authorized by the Permit, a POFA shall not duplicate or directly compete with existing programming provided by HPR or HPR's agents or contractors in a park where a POFA permit is issued or a Hendersonville recreational facility in an adjacent park where the POFA permit is issued.
- Joint Venture; Contracts. Under no circumstance shall the City of Hendersonville or HPR be regarded or represented as being a partner or in a joint venture with the User. The User has no authority to create contractually, or by any other means, any responsibility or obligation, financial or otherwise, on the part of the City of Hendersonville and HPR.
- Rules and Regulations. All Park Use Rules and Regulations adopted by HPR shall be applicable to a POFA unless otherwise expressly provided in this Policy or the issue Permit.
- Conduct of POFA. The User shall be responsible for conducting a POFA in a safe and professional manner and for making certain that participants, attendees and other park patrons are treated in a courteous and respectful manner.
- Supervision and Control. The User will be responsible for the conduct and control of the participants and attendees and must take all reasonable measures to assure compliance by participants and attendees with all HPR rules and regulations, this Policy, and the Permit. All children under the ages of 18 years of age must be properly and continuously supervised during a POFA. The User is responsible for assuring the following adult per child ratios are complied with: Ages 3-5, 1 adult per 3 children; Ages 6-17, 1 adult per 10 children.

- Right of Access. A HPR staff person shall have full access to all activities at the POFA, at any time, in order to ensure that all rules and regulations, the Policy, and the Permit are being complied with.
- User's Charges. A User may charge participants and attendees a reasonable registration or participation or attendance fee or charge for the POFA. To the extent applicable, sales tax must be collected and tendered to the Department of Revenue. If a business license is required for the POFA, the User shall obtain, pay for, and keep in effect such license.
- Violations and Enforcement. Any substantive violation of this Policy, the Permit, applicable POFA Standards, or Parks Use Rules and Regulations may result in the Permit being suspended or revoked without refund of fees or charges.
- Permit holder shall be responsible for any and all damages to any equipment, property and/or facility that is caused during the operation of any POFA.
- Filming or recording of activities during any POFA should be limited to the individual use of participants or strictly for the advertisement of the POFA. Any use of HPR or City of Hendersonville name, logos or property must adhere to the Film Permit policy of the City of Hendersonville if being used for commercial use.

#### 4.2 Additional Provisions for Dock Builders and other Activity

Notwithstanding the other provisions of this entire policy, the following shall apply specifically to dock builders and others similar services in City parks or at boat ramps located within the City:

- No individual, group, organization, or entity shall assemble, install, repair, fabricate, construct a dock or other similar work in any City park or at boat ramps within the City without first obtaining a permit from the City Parks and Recreation Department.
- Any person or entity wishing to perform such services in such locations must submit a permit application to HPR.
- The permit application must be submitted at least \_\_\_\_ days prior to the proposed start date of the dock assembly.
- The application must include detailed plans and specifications of EACH proposed dock and work area, including but not limited to, the materials and tools to be used, the size and location of the dock and work area, the number of individuals and vehicles to be used, and any potential environmental impacts, and the beginning/ending dates and times for EACH. Prior to each event, and should the dates and times of each event be unknown at the time of application, or should change, applicant shall notify HPR within **ten (10) business days** prior to such work beginning of the beginning dates/times of EACH event. Requests made with less than ten (10) business days may be subject to an additional fee of **\$100.00**. Notice shall be emailed to the HPR at [agilley@hvilletn.org](mailto:agilley@hvilletn.org) and [tcoble@hvilletn.org](mailto:tcoble@hvilletn.org), or by telephone to 615-822-3898
- The City reserves the right to limit the amount of events, or deny any requested date/time of an event due to availability or other factors.
- A non-refundable permit application fee in the amount of **\$300.00** per season (as defined in Section 5.3) must be paid at the time of submission.
- HPR shall review the permit application to ensure that the proposed work complies with all City availability, and other applicable matters contained in this entire policy, in HPR policies City ordinances, and other applicable authorities.
- The review process may involve consultation with other City departments, such as the Public Works Department, as well as state or federal agencies if necessary.
- HPR may require modifications to the proposed plans to address availability, safety concerns, environmental impacts, or conflicts with existing park uses.
- The permit shall only be granted if the proposed dock assembly is determined to be in the best interest of the public and will not negatively impact the park's environment, aesthetics, or recreational uses.
- The permit holder must adhere to all conditions specified in the permit, including any time limits, construction services, and environmental protection or other measures.
- The permit holder is responsible for ensuring that the dock assembly is conducted safely and in accordance with all applicable laws and regulations.
- The permit holder must provide proof of liability insurance as provided in Section 6.2 naming the City as an additional insured, to cover any potential damages or injuries resulting from the work.

- Upon completion of the dock assembly, the permit holder must schedule an inspection with HPR to ensure compliance with the permit conditions.
- Violations of this policy may result in the revocation of the permit and/or denial of future permit applications.
- In the event of any inconsistency between this Section 4.2 and other provisions of this policy, the terms of this Section 4.2 shall control, but only to the extent of such inconsistency.

## **5.0 Procedures**

### **5.1 Application**

- **Application Submittal.** Prior to submitting a Permit application, the applicant should closely read this Policy and POFA standards. The Permit application, in the form attached as Addendum A hereto, or as amended, must be fully completed and submitted to the Permit office and must, among other things, accurately and completely describe the nature and extent of the proposed POFA, anticipated attendance and requested Hendersonville park. Failure to submit a fully completed and accurate Permit application may result in the rejection of the application. Submission of an application indicates the applicant's acceptance of, and willingness to comply with, this Policy, the POFA Standards, and the Permit (if one is issued).
- **Qualifications.** A Permit applicant must be at least 18 years of age and must present picture identification, preferably a Driver's License. For activities that require certifications, those certifications must be provided as proof of training. At the discretion of HPR, the Permit applicant must demonstrate the ability to comply with this Policy and the POFA Standards.

### **5.2 Criteria for Application Review**

- All new permit applications must go before the Hendersonville Parks Board for approval. The Parks Board will evaluate the information on the Permit application in terms of the requirements of this Policy and the POFA Standards. In reviewing a Permit application, the Parks Board shall consider whether the following criteria with respect to the proposed POFA or aspects of the proposed POFA:
  - It is a violation of federal or state law or is in violation of the City's charter, ordinances, rules and regulations, or an executive order.
  - It is in violation of HPR policies, rules and regulations, this Policy, the POFA Standards, or other applicable HPR criteria or standards.
  - It is either not generally recreational in nature or not a common and customary park use.
  - It presents a substantial risk of having a negative impact on the public health or safety.
  - It presents a substantial risk of having a negative impact on the park, other City-owned property or nearby private property.
  - It presents a substantial risk of having a negative impact on the public's ability to access or use the park
  - The potential for damage to the park exceeds the value of allowing the POFA.
  - POFA should not cause any negative impact on existing HPR programs or already operating Civic Group programming occurring in the Hendersonville Parks
- The Hendersonville Parks Board may deny any Permit application based on a finding or findings of likely problems described in the criteria above.
- The Hendersonville Parks Board may deny any Permit application if the Office finds that the applicant has made false or misleading statements on the application or failed or refused to provide relevant information as required by this Policy and the POFA Standards.
- The Hendersonville Parks Board may deny any Permit application if the board finds that the applicant has had a Permit for a POFA revoked during the past two (2) years. The applicant may submit an explanation or evidence mitigating the basis of the prior Permit revocation or definitively demonstrating that the Permit was unjustly revoked. The acceptability of such explanation or evidence shall be at the reasonable discretion of the Hendersonville Parks Board.
- If the Hendersonville Parks Board approves the Permit, the applicant shall be notified in writing and must satisfy all prescribed conditions for the issuance of the Permit in a timely fashion. Failure to satisfy all conditions for the issuance of the Permit in a timely fashion may result in the Permit approval being withdrawn and a Permit being granted to another applicant for the park.
- The Hendersonville Parks Board may deny any Permit application if the applicant has any balance due to the City of Hendersonville.

### **5.3 Permit Fees and Other Charges**

- The Permit fee of \$150 per season must be paid prior to the issuance of the Permit. Any required charges must be paid prior to approval and issuance of the Permit. A receipt for payment will be provided. Permit fees and charges are set and approved by the Hendersonville Parks Board.
- The permit fee is applied for use of approved greenspace areas within the Hendersonville Parks to operate programs. Request to use specific facilities such as athletic fields, courts, shelters, playgrounds, or other such facilities will be subject to pay the daily rates of the facilities requested in addition to the permit fee. All facilities are subject to availability based on the park's regular scheduled activities.
- Seasons for a POFA permit are defined as Spring (March-May), Summer (June-August), Fall (September-November), and Winter (December-February)
- Any balance due for any other City of Hendersonville department (property tax, utility fee, etc.) must be paid in full prior to approval of a Permit.

### **5.4 HPR Suspension/Revocation; User Cancellation**

- HPR Reserved Right to Suspend or Revoke. HPR reserves the right to suspend a POFA during a certain period of time or to revoke a Permit at any time due to unforeseen factor or events, including, but not limited to inclement weather, poor conditions in a park, emergency repairs, closure of the park or a portion of the park, or use of the park for a City-sponsored or City-conducted event. HPR will notify the User of the suspension or revocation as early as possible. An alternative park will be offered the User if possible. A full refund will be made for such suspension or revocation if an alternative park is not offered. HPR shall have no further liability other than refund. The conducting of a POFA or entry upon or use of a Hendersonville park, despite HPR suspension or revocation shall be grounds for immediate revocation of the Permit and the removal of the User from the POFA program for one year.
- HPR Suspension of Revocation with Cause. If a User fails to substantially adhere to Parks Use Rules and Regulations, the POFA Standards, the requirements of this Policy, or any terms or conditions in the Permit, HPR reserves the right to suspend or revoke the Permit at any time, at the discretion of HPR, and not refund the fees or charges paid by the User and/or to impose restrictions or prohibitions on the User as to any future permitting or use of park property under this Policy, as HPR deems appropriate under the circumstances. Such action may also be taken if a User obtains a Permit for a POFA with no intention of running a POFA.

## **6.0 Indemnification, Insurance and Liability**

### **6.1 Indemnification**

- Third Parties. As a condition of the issued Permit, the User shall indemnify and hold harmless the City of Hendersonville and its officers, employees, contractors and agents from and against any and all causes of action, losses, liability, and costs (including statutory liability under worker's compensation laws) in connection with any claims for damages as a result of injury or death to any person or damage to or loss of any property caused by the User and any invitees, guests, attendees, or participants arising from or associated with the POFA or the use of occupancy of the park and/or other common areas used in connection with the POFA, including but not limited to a recreation center, parking lots, trails and restrooms.
- Employees and Participants. In addition the User shall indemnify and hold harmless the City of Hendersonville and its officers, employees, contractors and agents from and against any and all causes of action, losses, liability, and costs (including statutory liability under worker's compensation laws) in connection with any claims for damages as a result of injury or death to any person or damage to or loss of any property sustained or suffered by the User's employees, agents, contractor, invitees, guests, attendees, or participants arising from or associate with the POFA or the use or occupancy of the park and/or other common areas used in connection with the POFA, including but not limited to all park facilities, parking lots, trails and restrooms.

### **6.2 Insurance**

- General liability coverage of not less than \$1,000,000 is required, with the proof of insurance showing the City of Hendersonville as an additional insured.
- Exclusions to the general liability coverage that limit or deny coverage with respect to certain activities that may be occurring during the POFA, or with respect to juveniles who might attend the POFA, or be in the area of the park where the POFA is occurring, must be expressly identified to HPR. The City reserves the right to require alternative protection, solely at the cost of the User, in the event of such alternative protection, solely at the

cost of the User, in the event of such exclusion, including but not limited to special insurance coverage, the presence of additional User staff or HPR staff, or limitation on uninsured activities occurring during the POFA, as HPR deems appropriate.

- All required insurance coverage must be obtained and paid for, and proof of insurance provided to HPR, prior to the issuance of the Permit. Failure to obtain or provide proof of the required insurance shall be grounds for denial of the Permit. Failure to maintain the required insurance during the duration of the Permit shall be grounds for suspension or revocation of the Permit.

### **6.3 User's Liability to City for Damage to City Property**

- The User is financially responsible to the City of Hendersonville for any and all damage to and/or theft of City property occurring in or about the Hendersonville park used by the User, caused by the User or the User's participants and attendees. The City of Hendersonville reserves the right to pursue any legal remedies available to it to recover any costs or expenses for repairing, replacing, restoring, or cleaning any park or other City facilities or property destroyed, damaged, lost, or improperly cared for as the result of or in connection with the POFA. Nothing in this Policy or the issued Permit shall waive or reduce the liability a User may have for such damage.

### **6.4 Background Checks**

- The City of Hendersonville requires all staff, instructors, and volunteers associated with the User to submit an annual background check through the HPR background screening system prior to serving or operating any programs on city park property. The HPR will have final approval on all instructors based on the HPR background policy. The User's main point of contact must provide parks staff with a list of all instructors prior to the start of each season. The User is expected to provide all staff with the necessary information to complete their background screening, as well as work with the Parks staff on ensuring all staff's background checks are completed prior to serving in any role on parks property.

### **6.5 Release and Waiver**

- The City of Hendersonville will not be held liable for any injuries to the User, participants or attendees, or the public at large caused by or associated with the POFA, nor will the City of Hendersonville be held responsible for loss, damage, or theft of any equipment or personal articles owned, leased or rented by the User or the participants or attendees used or related in any respect to the POFA. By accepting a Permit for a POA, the User agrees to release and waive all claims for injuries, loss, damage or theft against the City of Hendersonville for all costs and expense arising from such injuries, loss, damage, or theft.

### **6.6 Participant/Attendee Waiver of Liability**

- The User is required to obtain signed waivers of liability from all participants, the parents or guardians of all participants under the age of eighteen (18) years, and User's employees, agents and contractors, if a POFA involves sporting or physical activity. The waiver must release the City of Hendersonville and HPR from all liability with respect to the POFA and the use of the Hendersonville park. The originals of all signed waivers must be provided to HPR upon request. HPR shall have the right to confirm that all persons required to sign a waiver have submitted fully and properly executed waivers. The form of the waiver will be similar to the example form contained in Addendum B. Failure to obtain and keep the required waiver, or to provide copies of the waivers upon request, during the duration of the Permit shall be grounds for suspension or revocation of the Permit.

## **7.0 Rules and Regulations**

**7.1 Regulation of POFA Use and Public Behavior.** The Park Use Rules and Regulations shall be applicable for any POFA occurring at any park area. In particular, the following rules and regulations shall be applicable:

- A POFA shall be limited to the Hendersonville park specified in the Permit or at such park specified by an authorized HPR representative. The User must be on site during a POFA and available for inspection. If HPR provides the User with other means of identification or requires the User to provide other means of identification, that identification must be displayed during the POFA as specified by HPR. The POFA must cease and the park must be vacated promptly upon expiration of the time period specified in the Permit.

- POFA Hours. A Hendersonville park shall be permitted for a POFA only between hours of operation for the specific Hendersonville park.
- Any activities or conduct which results in the destruction of, damage to, or removal of any vegetation, amenities or feature in the Hendersonville park, or other unauthorized changes to a Hendersonville park, are strictly prohibited. Any authorized changes to a Hendersonville park must be expressly stated in the Permit.
- All structures, amenities, equipment and features which are part of the park where the POFA is located are to be used for their intended purposes and not converted to other uses of activities for the POFA.
- Machinery, equipment, canopy, tent, furniture or large or heavy materials shall not be brought, installed or constructed on any Hendersonville park, unless expressly authorized in the Permit. No equipment, furniture or other amenities will be provided by HPR.
- Electrical equipment may not be connected to any electrical plug in a park without written permission of HPR. Water systems in a park, other than the ordinary use of water fountains, may not be utilized as part of a POFA without written permission of HPR.
- Music and noise must be kept at a reasonable volume level, as determined by HPR (generally 55db or less) and not directed at adjoining residential property. Amplified sound request will require an additional amplified sound permit from the City of Hendersonville.
- Signs advertising the POFA are prohibited with the exception of one (1) temporary banner or yard sign (corrugated plastic) attached to a registration table or equipment, as authorized in the Permit. The dimensions of such signage must not exceed four (4) square feet. No third-party advertising or promotional signs are allowed. All allowed signs must be removed immediately following the POFA.
- No machinery, equipment, canopy, tent, sign, or sound amplification equipment shall be attached or secured to any tree, facility, or structure, including handrails and park sign posts.
- Parking, Access, and Playgrounds. Parking areas and points and paths of access to the permitted park may be specified or restricted as stated in the Permit or as otherwise provided by HPR. Playgrounds may not be used as part of a POFA. It is the responsibility of the User to make certain that participants and attendees comply with any specifications or restrictions on parking, access and playgrounds.
- Trails, Paths and Park Roads. Certain types of POFA's may utilize trails, paths and park roads in or connecting to a park. HPR reserves the right to specifically identify segments of trails, paths and park roads in the Permit that may be utilized for the POFA and only to the extent authorized in the Permit. No more than fifty percent (50%) of the width of a trail, path or park road, is to be utilized for a POFA, unless expressly authorized in the Permit. A POFA does not have exclusive or even dominant use of a trail, path, or park road. Any exercises or activities conducted in periodic stops along the trail, path or park road must be performed off of the trail, path or park road but within ten feet (10') of the trail, path or park road. The participants and attendees engaged in a POFA must yield to public's right of access and use the trail, path or park road.
- Motor vehicles must park in designated parking spaces. All traffic laws and Park Use Rules and Regulations regarding the movement and location of motor vehicles shall be observed. Motor vehicle access to a location within a Hendersonville park is not allowed, unless such is expressly authorized in the Permit and only to the extent so authorized.
- Storage of any items on site is strictly prohibited unless written permission is obtained from HPR. Unattended items will be regarded as abandoned.
- Trash and debris associated with the POFA must be bagged and promptly removed from the park. The location of the POFA and surrounding park area must be left in the same condition in which it was found.
- Alcoholic beverages and illegal substances are strictly prohibited.
- Any substance of an explosive highly flammable, hazardous, or toxic nature is strictly prohibited, including fireworks.
- Should the permit holder of the POFA and/or primary contact change, or business changes hands or ownership, said permit is subject to a new review and approval process before POFA can continue to operate.



# Program Proposal Application

## APPLICANT INFORMATION

ORGANIZATION/INDIVIDUAL NAME: \_\_\_\_\_

PRIMARY CONTACT: \_\_\_\_\_

WEBSITE: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: WORK: \_\_\_\_\_ HOME: \_\_\_\_\_

CELL: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

## PROGRAM DETAILS

PROGRAM TITLE: \_\_\_\_\_

**PROGRAM TYPE:**

Athletic League		Fitness		Camps		Music	
Arts/Crafts		Educational		Water Recreation		Other	

**PROGRAM LOCATION:**

Drakes Creek		Memorial		Sanders Ferry		Veterans	
Heritage Park		Volunteer Park		Rugby Park		Other	

**TYPE OF FACILITY NEEDED:**

Baseball/Softball Field		Multipurpose Field		Inline Rinks		Tennis Courts	
Greenspace		Shelters		Playgrounds		Other	

**AGE OF PARTICIPANTS:**

Preschool (Ages 3-5)		Youth (Ages 6-11)		Pre-Teen (Ages 12-13)		Teen (Ages 14-18)	
Adult (Ages 19 & up)		Senior (Ages 50 & Up)		All Ages		Other	

**PROGRAM / LEAGUE DETAILS:**

MONDAY  TUESDAY  WEDNESDAY  THURSDAY  FRIDAY  SATURDAY  SUNDAY

SEASONS OFFERED:  SPRING (MAR.-MAY)  SUMMER (JUN.-AUG.)  FALL (SEP.-NOV.)  WINTER (DEC.-FEB.)

PROPOSED START AND END DATE: \_\_\_\_\_

PROPOSED DAY(S) AND TIME(S) THE PROGRAM WOULD MEET: \_\_\_\_\_

\_\_\_\_\_

TOTAL ATTENDANCE: MIN #: \_\_\_\_\_ MAX #: \_\_\_\_\_

Will the Parks Department be expected to provide extra maintenance or supplies for the program?  NO  YES

If YES, provide details: \_\_\_\_\_

\_\_\_\_\_

**PROGRAM DESCRIPTION:**

GIVE A BRIEF DESCRIPTION OF THE PROGRAM: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LIST THE BENEFITS THIS PROGRAM WILL PROVIDE IT'S PARTICPANTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SAFETY & EMERGENCY FACTORS:**

RAIN/CANCELLATION POLICY: Is there a rain policy for your program? If yes, please give a brief description along with optional date(s) and time(s) \_\_\_\_\_

\_\_\_\_\_

List any safety, health, and/or risk factors for this program and how this information will be presented to participants: \_\_\_\_\_

\_\_\_\_\_

**PROGRAM FINANCIALS:**

WILL THERE BE A FEE CHARGED FOR THIS PROGRAM?  NO  YES AMOUNT \_\_\_\_\_

IS THIS PROGRAM:  FOR PROFIT  NOT FOR PROFIT  CHARITABLE FUNDRAISER

Must provide legal documentation for non-profit organizations or a business license.

**PLEASE RESPOND TO EACH OF THE FOLLOWING:**

I understand the ORGANIZATION/INDIVIDUAL will be expected to abide by the Hendersonville Parks Department "Facility Use Agreement", POFA Policy, and Athletic Manual.  NO  YES

I understand the ORGANIZATION/INDIVIDUAL will be expected to submit payment based on the fees established within the Parks Departments policies. All fees will be determined by the Parks Department and Parks Board.  
 NO  YES

I understand if the program requires reservation of Shelter(s) or athletic facilities, the program will be subject to pay the regular daily rate of the facility requested. All facilities requested are determined on availability based on programming and schedules.  NO  YES

I understand the ORGANIZATION/INDIVIDUAL may be required to provide a current certificate of insurance naming the City of Hendersonville as an "additional insured" and accept all responsibility.  NO  YES

I understand the ORGANIZATION/INDIVIDUAL will not be considered a regular employee of the City of Hendersonville, but shall be considered an independent program provider and, as such, will not be entitled any benefits afforded to regular wage employees of the City of Hendersonville.  NO  YES

I understand the ORGANIZATION/INDIVIDUAL will be responsible for informing the City of Hendersonville and all participants of risks involved with participation and/or use of equipment and supplies. I also understand that all participants must complete the City's waiver prior to participating in any activities.  NO  YES

I understand that all instructors/staff must complete the Hendersonville Parks background check annually and are subject to the departments background policy prior to serving in any capacity on park property.  NO  YES

**The undersigned agrees to the terms of this agreement as outlined by the City of Hendersonville Parks and Recreation Department.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**OFFICE USE ONLY**

**APPLICATION RECEIVED:** \_\_\_\_\_ **PARKS BOARD REVIEWED:** \_\_\_\_\_

**FINAL APPROVAL DATE:** \_\_\_\_\_ **STAFF SIGNATURE:** \_\_\_\_\_

**WAIVER AND RELEASE OF CLAIMS**  
**Please read closely the provisions below.**

I, the Participant signing below, understand that the program or activity I am participating in a public park operated by Hendersonville Parks and Recreation is NOT being offered under the auspices, control, or sponsorship of the Hendersonville Parks and Recreation. The program or activity is being offered or sponsored by a person or entity unrelated to Hendersonville Parks and Recreation and the City of Hendersonville. The person or entity offering the program or activity I am participating in has obtained a permit for the use of the public park in which the program or activity will be conducted. I acknowledge that Hendersonville Parks and Recreation and the City of Hendersonville have no responsibility for the program or activity or my participation in the program or activity.

I further understand that the program or activity may involve the risk of physical injury, illness, disease (any of which could lead to permanent disability and/or death), and/or property loss or damage from foreseeable or unforeseeable circumstances. I recognize and affirm that it is my personal responsibility to consult a physician before participating in athletic or strenuous activities or receiving any health or medical services or treatments and to secure and protect my property from loss or damage. I hereby expressly assume all such risks described above occurring to me arising out of or in any way related to the program or activity I am participating in.

By signing this Waiver and Release of Claims, I waive and release any and all claims, demands, actions or other liability rights I may have against Hendersonville Parks and Recreation and the City of Hendersonville, and their officials, employees, and agents for any injury, illness, disease, and/or property loss or damage arising out of or in any way related to the program or activity I am participating in.

I have read, understood, and consent to this Waiver and Release of Claims and sign below voluntarily of my own free will.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signature of Participant

As the parent or guardian of, \_\_\_\_\_, the Participant who is under 18 years of age, I acknowledge and affirm that I have the legal authority to waive the Participant's rights as provided herein, that I have read and understood the Waiver and Release of Claims and do hereby consent to the Waiver and Release of Claims on behalf of the Participant, and that I assume all responsibility for having consented to this Waiver and Release of Claims.

\_\_\_\_\_  
Printed Name of Parent/Guardian

\_\_\_\_\_  
Signature of Parent/ Guardian