

**PARKS AND ATHLETIC FACILITY USE AGREEMENT
BETWEEN THE
CITY OF ST. MARYS, OHIO
AND**

ORGANIZATION/LEAGUE NAME: _____

In entering into this agreement, the City of St. Marys, Ohio, hereinafter referred to as City, contracts with the

ORGANIZATION/LEAGUE NAME: _____

hereinafter referred to as Organization, to provide certain recreation facilities and/or services associated with the Organization's sponsored athletic activities. This contract replaces any prior written or oral agreement.

The City will:

1. Provide athletic facilities at K.C. Geiger and Larkin Parks.
2. Assist with scheduling events in the City of St. Marys parks.

In entering into this contract, it is understood and agreed that the City shall have no financial responsibilities in any form for the Organization's sponsored activities nor be obligated in any way for any of their debts.

In entering into this contract, the Organization assumes sole responsibility for the programs it sponsors and agrees to comply with the following conditions when utilizing City facilities:

1. All participants (legal guardians of minors) shall sign a they City's Participant Waiver of Responsibility form, which releases the City from all claims resulting from any and all injuries sustained while participating in the Organization's sponsored activities. The signed forms shall be maintained and kept on file by the Organization for a period of at least two years. No league participants shall be allowed to participate in the Organization's events being conducted under this contract until such waiver of responsibility has been signed. All signed waivers shall be made available to the City upon request.
2. It is understood that the Organization will comply with all local laws and rules and regulations set forth by the City regarding the use of City of St. Marys Parks. In addition, the Organization will:
 - **Be responsible for all league sponsored coaches, managers, and participants during league sponsored scheduled activities;**
 - **Assume responsibility for any damage to the facility caused by any coach, manager, or participant during league sponsored activities;**
 - **Park only in designated parking lots unless designated lots are full;**
 - **Observe all posted rules;**
 - **Not allow the consumption of alcoholic beverages.**
3. The Organization agrees to hold harmless the City of St. Marys, its officials, employees, agents and staff, from any and all liability arising out of the Organizations' activities taking place under this contract except those arising out of the negligence of the City.

I have read and understand the above policies and requirements and agree to comply with same.

For and in consideration of the permission given to use the above described facility or facilities, I, the undersigned, on behalf of the Organization, acquit, discharge and covenant to hold harmless the City of St. Marys, Ohio, its officers, employees, servants, and agents of and from any and all actions, causes of action, claims, demands for damages, costs, loss of services, expenses and compensation, on or account of, or in any way growing out of, any and all personal injury or property damage which may result to groups/organization members or individuals as a result of participation in the aforementioned activity at the above described facility or facilities.

Date

Signature of Chief Organizational Officer

Type or Print Name of Chief Organizational Officer

APPROVED: City of St. Marys, Ohio

Date

Gregory J. Foxhoven
Director of Public Service and Safety