



PARK INTENT TO USE APPLICATION

(APPLICANT MUST BE 18+ YEARS)

***This is not a reservation; this is an application that intends to utilize one of our parks for personal, commercial, and nonprofit use per Ordinance No. 8 §401(c).**

Park Location: _____

Dates: _____ Days: _____

Time: _____ am/pm to _____ am/pm Total Hours of Use: _____ Total Attendance Onsite: _____

Type of Activity: _____

Applicant Name (main contact for permit): _____

Organization / Business: _____ Nonprofit Tax ID No.: _____

Address: _____ City: _____ Zip: _____

Email: _____ Phone Number: _____

*If the applicant answers YES to any of the questions below – this is no longer a Park Intent to Use Permit. Applicants will be required to complete an Outdoor Picnic Rental Application. Please contact LARPD at (925)373-5720 for more information.

- | | | | |
|--|----------------|-----------------------------|----------------|
| 1. Is advertisement of any kind occurring? | Yes ___ No ___ | 6. Canopies? | Yes ___ No ___ |
| 2. Are fees collected to participate? | Yes ___ No ___ | 7. Will alcohol be served? | Yes ___ No ___ |
| 3. Activity commercial or nonprofit? | Yes ___ No ___ | 8. Will alcohol be sold? | Yes ___ No ___ |
| 4. Ongoing regularly occurring activity? | Yes ___ No ___ | 9. Will music be played? | Yes ___ No ___ |
| 5. Jumper? | Yes ___ No ___ | 10. Will you be barbequing? | Yes ___ No ___ |

AGREEMENT AND RELEASE OF LIABILITY

The undersigned or, if signing for an organization, that organization, certifies that the above information is accurate and correct, that the undersigned has read and understood the Park Intent To Use Rules and Regulations and Rental Protocols and Site Plan as set forth by Livermore Area Recreation and Park District pertaining to the use of LARPD facilities.

It is further agreed that the applicant shall indemnify, defend, and hold harmless Livermore Area Recreation and Park 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 Applicant’s use or occupancy of a facility or property controlled by the Livermore Area Recreation and Park District, unless solely caused by the gross negligence or willful misconduct of Livermore Area Recreation and Park District, its officers, employees, or agents.

Force Majeure: Notwithstanding anything to the contrary contained in this agreement, Livermore Area Recreation and Park District (LARPD) 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 public authority, and other causes beyond their control. The undersigned waives any right of recovery against LARPD and the undersigned shall not charge results of “acts of God” to LARPD, its officers, employees, or agents.

Applicant Printed Name: _____ **Signature:** _____ **Date:** _____

PARK INTENT TO USE RULES AND REGULATIONS

I certify that I, the applicant reserving with Livermore Area Recreation and Park District, am at least 18 years of age. I understand I am responsible for adhering to all of the Park Intent to Use Rules and Regulations, including those that may not be listed within this Application but are part of the Livermore Area Recreation and Park District's Ordinance No. 8 Rules and Regulations. The Park Intent to Use Rules and Regulations are attached to this agreement for my review and understanding.

The following requirements include, but are not limited to, the following:

1. The Park Intent to Use Permit is not a reservation; applicants do not have the authorization to block off any section of the park with a Park Intent to Use Permit. For reservations, please contact the Livermore Area Recreation and Park District for an Outdoor Picnic Rental Application or a Large Event Application.
2. Park Intent to Use Applications are accepted on a first-come-first serve basis. To receive a permit, Applicants are required to submit a Park Intent to Use Application and permit fees. All rental fees and forms are due thirty (30) days prior to the permit date. Failure to pay the permit fees and/or submit any required forms will result in a cancellation of the permit and a refund will not be issued, including a forfeit of the refundable deposit.
3. Any group of (15) people or more will need a Park Intent to Use permit to conduct, organize, take part in or address, any meeting, organized gathering, celebration, parade, service, organized sporting events or any other group activity in or on District facilities or parkland.
4. Applicants are required to submit a Site Safety Plan to District staff in accordance to the Alameda County Public Health Department's Health Order. Site Safety Plans are due no later than thirty (30) days prior to the permit date. Failure to submit a Site Safety Plan will result in a cancellation of the permit and a refund will not be issued, including a forfeit of the refundable deposit.
5. Applicants and permit attendees are required to follow the current Alameda County Public Health Department's Health Order while participating in a Park Intent to Use permit with the District. All individuals two (2) years and older are required to wear facial coverings at all times, except while eating or drinking. Individuals utilizing a District playground as part of their Park Intent to Use permit are encouraged to follow the State of California's health and safety guidelines.
6. A refund will not be issued for inclement weather or for a cancellation initiated either by the District or the Applicant. Applicants will have the option to move their permit date up to six (6) months after the original permit date. Failure to rebook the permit date within the six (6) month period will result in a cancellation and a refund will not be issued, including the forfeit of the refundable deposit.
7. Applicants are required to provide and keep in force a Certificate of Comprehensive General Liability Insurance with a minimum single limit of at least one million dollars (\$1,000,000) per occurrence and two million (\$2,000,000) aggregate for bodily or personal injury to, illness of, or death of persons, and damage to property. All such liability insurance shall name and indemnify the Livermore Area Recreation and Park District, inclusive of its employees, volunteers, Board Members, representatives, and agents as Additional Insured by separate written endorsement.
8. Applicants will be held responsible for the cleanup and condition in which the facility is left in accordance to the Park Intent to Use Rules and Regulations. Failure to adhere to the cleaning guidelines or any damages to LARPD property, including the facility parking lot, will result in the applicant being charged for all damage and additional cleanup. Charges will be billed to the Applicant and a hold will be placed on the Applicant's household account for all future rentals, permits, or registration activities with LARPD until the charges are paid in full.
9. Applicants and permit attendees are required to follow the District's Ordinance No. 8 Rules and Regulations pertaining to all District facilities and parklands which are enforced by District staff and local law enforcement. Failure to follow the District's Rules and Regulations will result in the permit being cancelled and a refund of fees will not be granted, including the forfeit of the refundable deposit.
10. Alcohol is not permitted within any District parkland with a Park Intent to Use Permit.
11. Applicants and permit attendees are not permitted to leave any food or beverages within any District facility or parkland. Garbage is to be placed in designated District facility or parkland trash receptacles.
12. Obstacles, bounce houses/jumpers, equipment, fencing, and tents are not permitted with a Park Intent to Use Permit. No staking or bolting of any kind within any District parkland.

13. Overnight storage of any equipment or personal items is not permitted. LARPD will not be held responsible for any items left behind.
14. Smoke, mist machines, e-cigarette devices, tobacco or tobacco like products, or vapor type devices are prohibited in all District facilities and parklands, including but not limited to any buildings, parks, open space, sports fields, swimming pool, parking lot, side walk, trails, restrooms, and historical site or structure.
15. No smoking, unless in a place designated and posted or temporarily permitted for such use.
16. Vehicles may not be driven inside the facility and/or parklands; all vehicles must remain in designated parking areas.
17. Parking is not allowed in designated red zones. Violations are the responsibility of the driver/owner of vehicle parked illegally.
18. Applicants are not permitted to barbeque at any District facility or parkland with a Park Intent to Use permit.
19. Applicant is responsible for all guests; children must be supervised at all times. Gates that are locked signify area that is not available for entry or storage.

I understand that failure to comply with this application and the Livermore Area Recreation and Park District's Park Intent to Use Rules and Regulations may lead to my inability of being able to rent future events and/or register for programs and activities with the Livermore Area Recreation and Park District. I have read and understand the cleaning requirements of Livermore Area Recreation and Park District. I further understand that even if I delegate these responsibilities to other members or service agencies for which I have contracted, such as caterers, decorators, etc., I still have the ultimate responsibility to return the facility to its original conditions.

Applicant's Printed Name: _____ **Signature:** _____ **Date:** _____