

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:** _____

OUTDOOR PICNIC 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 that I or an appointed representative must be present at the beginning of the rental time and must be present at the end of the rental time for inspection. I agree to do a full facility evaluation walk-through with staff of all areas listed on the evaluation form prior to and after event to review any current or new damage to facility which may have occurred during my rental. I understand I am responsible for adhering to all of the Outdoor Picnic Rules and Regulations. The Outdoor Picnic 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. To reserve a date, Applicants are required to submit a Picnic Rental Application and refundable deposit. All other rental fees and forms are due thirty (30) days prior to the rental date. Failure to pay the event rental fees and/or submit any required rental forms will result in a cancellation of the event and a refund will not be issued, including a forfeit of the refundable deposit.
2. 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 rental date. Failure to submit a Site Safety Plan will result in a cancellation of the event and a refund will not be issued, including a forfeit of the refundable deposit.
3. Applicants and their guests are required to follow the current Alameda County Public Health Department's Health Order while participating in a picnic reservation 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 picnic reservation are encouraged to follow the State of California's health and safety guidelines.
4. 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 rental date up to six (6) months after the original rental date. Failure to rebook the rental 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.
5. Applicants will be required to remove all decorations, debris, tables, chairs, outdoor signage, and/or any other equipment or supplies that were used for the event. Garbage is to be placed in park trash receptacles. Applicants and/or their guest are not permitted to leave any food or beverages within the picnic reservation site or park. Applicants will not be permitted to store personal items within a District facility overnight and the District is not responsible for any lost or stolen items before, during, or after the event rental.
6. Applicants will be held responsible for the cleanup and condition in which the facility is left in accordance to the Outdoor Picnic 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 damages and additional cleanup. If the charges exceed the rental deposit on file, then the charges will be billed to the Applicant and a hold will be placed on the Applicant's household account for all future rental or registration activity with LARPD until the charges are paid in full.
7. There is no alcohol allowed for events held in honor of someone age 20 or under such as, but not limited to, birthday parties, quinceaneras, graduation parties, etc. Applicants wanting to serve alcoholic beverages during their rentals will be required to have Liquor Liability insurance through the District's insurance carrier. Applicants will not be permitted to sell alcoholic beverages within any District facility.
8. Applicants with 40 or more guests will be required to have insurance through the District's carrier. Applicants serving alcoholic beverages regardless of the total amount of guest will be charged for Liquor Liability Insurance through the District's carrier.
9. Applicants are required to go through the District's preferred vendor list for jumpers and bounce houses. Picnic reservations with a jumper or bounce house will be required to have insurance through the vendor's insurance listing the Livermore Area Recreation and Park District as additionally insured by separate written endorsement.
10. Adhesives, nails, screws, pins, or staples on facility walls and equipment is prohibited. Insurance fees are at Market Rate and may vary throughout the year.
11. Smoke, mist machines, e-cigarette devices, tobacco or tobacco like products, or vapor type devices are prohibited in all LARPD facilities, 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.

12. No smoking, unless in a place designated and posted or temporarily permitted for such use.
13. Confetti, glitter, sequins, sparklers, rice or birdseed is not allowed in any LARPD facility or Parkland.
14. Parking availability is not guaranteed and on occasion may be limited.
15. Parking is not allowed in designated red zones. Violations are the responsibility of the driver/owner of vehicle parked illegally.
16. All changes to this application must be made in writing by the applicant and mutually agreed upon with LARPD prior to the rental date.

I understand that failure to comply with this application may lead to losing portions and/or all of my rental deposit and fees, which in some cases may exceed the deposit amount. 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 rental conditions.

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