



Heber City Corporation

75 North Main Street
Heber City, Utah 84032
Phone: 435-654-0757

Application for Pavilion Rental

Type of function being held: _____

Date of Event _____

Application date _____

Note: Reservations are first come, first served

Event hours _____

The event, including cleanup must be completed by the end time.

Number attending _____

Sponsor's Name

Street address

Town

State

Zip code

I (WE), THE SPONSOR, assume full responsibility for any damages to City equipment and property. Furthermore, I (we) understand that the City will not be held liable for any injury or damage which may occur to me, my guests and our property during our use of the park. I (we) acknowledge that I (we) have read and understood the park regulations.

Sponsor's Representative

Representative's signature

Day phone number

For City Use Only

- \$80 Fee
- Signed Application
- Signed Waiver and Release

Approval _____
City Manager

Date _____

RULES AND REGULATIONS

1. Park hours are between 7 a.m. and dark. All parks are closed from dark to 7 a.m.
2. Availability and use of park facilities shall be on a "first-come, first-served," basis except for pavilions that have specifically been reserved.
3. All motor vehicles and horses are prohibited from all park areas.
4. Reservation of a pavilion entitles a party to private use of ONLY the designated pavilion. The remainder of the park cannot be reserved for private use and must be shared with the public. Reservation of a pavilion does not authorize a waiver of any park rules. All application fees must be paid at time of application submittal. No application will be processed until all application fees are paid in full. The fee is \$30.00 for pavilion plus a \$50.00 damage/cleanup retainer. The retainer will be kept if the park is left in a damaged or unclean condition, and the City will bill the responsible party for full cost recovery for any additional costs for cleanup and repair.
5. Park users must refrain from any activity that is prohibited by state or local law.
6. The following activities and items are specifically prohibited in parks:
 - a) Bottles and glass containers.
 - b) The use or possession of any fireworks or explosives.
 - c) Any pets or animals, with the exception of service dogs for the impaired. Dogs are allowed within the Muirfield Park, but must be kept on a leash. Dog waste must immediately be properly disposed of.
 - d) Stakes or other objects penetrating the ground surface.
 - e) Any digging.
 - f) Smoking, consumption or possession of alcoholic beverages, fighting, bullying, creating excessive noise, or using vulgar, threatening, abusive, indecent or insulting language or gestures.
 - g) Constructing or erecting any building or structure, including tents, shacks, temporary shelters, awnings, mechanical equipment, or inflatable playgrounds, etc, with the exception of City sponsored public events.
 - h) Damaging or removal of any building, structure, sign, equipment, tree, flower, shrub, rock, natural feature, or other property in a park.
 - i) Climbing of any tree or walking, climbing, standing or sitting upon monuments, railings, fences or upon any other property not designated or customarily used for such purposes.
 - j) Leaving park restrooms in an unsanitary condition.
 - k) Bringing or leaving any bottles, broken glass, ashes, garbage, dirt or other waste on park property.
 - l) Leaving the park before all trash is placed in disposal receptacles. If no such trash receptacles are available or if they are full, then trash shall be carried away from the park to be properly disposed of elsewhere.
 - m) Camping or loitering within a park.
 - n) Building or attempting to build a fire, except within designated barbeque stands, and to leave a picnic area before any barbeque fire is completely extinguished.
 - o) Soliciting or engaging in any business or commercial transaction involving the sale of goods or services, with the exception of City sponsored public events.
 - p) Placing or erecting a sign or advertisement within a park, with the exception of City sponsored public events.
 - q) The use of skateboards, rollerblades, bikes, scooters or other wheeled items in, upon or around the pavilions or railings located within or adjacent to any park facilities.
 - r) The operation of any sound amplification system (any device, system, whether electrical or mechanical or otherwise for amplifying sound or for producing or reproducing sound; including, but not limited to any radio, stereo, musical instrument, compact disc or cassettes) within a public park which can be heard at a distance of one-hundred feet (100') or beyond the property line of the public park, with the exception of City sponsored public events.

WAIVER AND RELEASE

I, as the applicant, hereby release and discharge Heber City Corporation, its officers, employees, directors and employees from and against any and all claims, actions and demands arising out of or in connection with participation in or use of City facilities, including, without limitation, any and all claims, cost liabilities, expenses, or judgments, including legal fees, penalties, interest and court costs incurred by Heber City Corporation in defense of same, arising in favor of any party on account of claims, personal injuries, death, or damages to property and all other claims or demands, occurring or in any way incident to, in connection with, or arising directly or indirectly from user's participation in or use of any City facilities.

I hereby release Heber City Corporation, its officers, employees, and agents from any liability, and clearly and unequivocally agree to defend, indemnify and hold harmless Heber City Corporation, its officers, employees, agents and servants from any liability arising from activities associated with participation in or use of the Heber City facilities whether caused by negligence or otherwise. I understand and agree that by signing this waiver I am freeing Heber City Corporation, its officers, employees, agents and servants from any liability resulting from participation in or use of City facilities. I also understand that no employee or agent is authorized to modify this waiver.

I certify that I have read the above authorization and release and I hereby state that I understand the contents, and that I know that in signing it I am signing away any right of claim for damages sustained to any user while participating in or using any City facilities.

My signature acknowledges that I understand and agree to the above conditions, and that I sign this release of my own free will, and I represent and acknowledge that I do so with full authority or right as the Applicant or as a duly empowered agent or representative of said Applicant.

ORGANIZATION NAME _____

PRINT NAME _____

SIGNATURE _____

DATE _____