





Circle type



CASH

CHECK: \_\_\_\_\_

Please provide driver's license number if paying by check

Card number

Expiration Date

CVV

Name on card

Authorized Signature

### WAIVER AND HOLD HARMLESS AGREEMENT

I understand that Oswegoland Park District will not be responsible for any property left unattended in the park, and that I am responsible for reporting incidents of vandalism or illegal activity in the park by calling 911.

In addition, I declare that the information contained in this application is true and correct to the best of my knowledge. I hereby attest that I am at least 21 years of age and authorized to bind the event, sponsor, and/or its employees, agents or volunteers associated or to be associated with the activity for which approval is being sought to the terms of this agreement. I agree to reimburse Oswegoland Park District for any and all loss incurred by it in repairing or replacing damage to Oswegoland Park District property proximately caused by the applicant, its officers, employees, agents, monitors, or any other persons attending or forming the special event or rental who were or should have been under my control. I further agree to defend without costs, indemnify, and hold harmless Oswegoland Park District, its officers, agents, and employees from any liability to any persons, damages, losses, or injuries arising out of, or alleged to arise out of, the event which was proximately caused by the actions of the applicant, its officers, employees, agenda, including monitors or persons attending or joining in the event who were responsible or should have been under the control of the applicant.

I have read and understand all special use regulations/requirements/agreements. I do hereby agree to abide by all federal, state, local and Park District laws, ordinances, rules and regulations and agree to meet all requirements for documentation, certification, licensing, financial responsibility and all other aspects of participating in an event on Oswegoland Park District property. I understand that lack of meeting all requirements may result in the denial or cancellation of Business/Organization Permit. In the event that information provided on this form changes, please inform Oswegoland Park District in writing at least 7 (seven) days prior to any future events.

Applicant Signature

Date

### ACKNOWLEDGMENT OF APPLICATION POLICY

- Business/Organization agrees to follow and adhere to the rules, regulations, and ordinances of the Oswegoland Park District, as well as applicable local, county, state and federal laws. Any monetary exchange between vendor and customers will not take place on Oswegoland Park District property. Scheduling and payment of services and/or products needs to be completed before or after events and not on Oswegoland Park District property.
- Business/Organization will provide a certificate of insurance with required liability limits of \$1,000,000 naming the Oswegoland Park District as primary, non-contributory additional insured under the general liability policy. Section 5.02 Insurance and Hold Harmless Agreement. (a) Except as provided in subsection 5.02(a)(1), every applicant shall acquire general liability insurance to protect himself and the Oswegoland Park District from liability resulting from his use of Oswegoland Park District property and provide proof of such insurance to Oswegoland Park District before Oswegoland Park District will issue approval to an otherwise valid applicant.
- Non-issuance/revocation of approval may occur for failure to provide acceptable insurance coverage, as well as if Business/Organization fails to provide an updated Certificate of Insurance when policy renews within the contract terms.
- Businesses/Organizations who drive equipment (stakes, etc.) into the ground will be required to obtain approval from the Oswegoland Park District. Once approval is granted, the Business/Organization is required to contact JULIE at 800.892.0123 prior to setup. Oswegoland Park District requires a Dig # for every event.
- Oswegoland Park District reserves the right to terminate this permit if applicant misrepresents, falsifies, withholds information or requirements, restrictions, terms and conditions or rules pertaining to this permit or any ordinances are violated. In such cases, the permit fee will not be refunded.
- Once all of Oswegoland Park District's requirements have been fulfilled, including receipt of all documents, and full payment, approval will be granted. Costs incurred promoting and marketing events prior to approval by Oswegoland Park District, and changes/modifications relative to the event by Oswegoland Park District are at the sole expense and risk of the Business/Organization.
- Oswegoland Park District shall not be liable at any time for loss, damages or injury to person or property. Applicant and/or organization agree to hold harmless the Oswegoland Park District, its Trustees, Officers, Agents, Volunteers, Attorneys and Employees from any and all losses, claims expenses, costs and damages.
- Approved Business/Organization permits are applicable only for the dates approved on the original application. If Businesses/Organizations need additional dates, they must submit a new application.
- Applications must be completed at least two weeks in advance.
- Approved permit holders must be able to provide a copy of the approved application.
- Permit holder must be at least 21 years of age.
- Permit holder must be present at any event this approved permit applies to. Permits are non-transferable.

Applicant Signature

Date