



PATAGONIA TOWN PARK USE AGREEMENT

I _____, take full responsibility for the _____
Person-in-Charge Activity or Event

that I / we will be holding in the Patagonia Town Park on _____, starting at
Date

_____ ending at _____. I agree to follow all the rules listed below set forth
Time Time

by the Patagonia Town Council. I understand that these rules will be enforced by the Santa Cruz County Sheriff's Department.

RULES

1. Music will be held to a reasonable noise level as determined by the Patagonia Town Code, Section 10-1-9.
2. The Park will be cleaned up after the activity.
3. The crowd will behave reasonably, and the Person-in-Charge will be responsible for making sure of this.
4. The Person-in-Charge will be totally responsible for any damage done to Town property and for any problem that might arise. Please see attached.
5. The Person-in-Charge will be responsible for making sure the crowd and/or band follows any directives that the Santa Cruz County Sheriff's Depart. deems necessary.

Signature of Person-in-Charge

Date

Witness

PARK USE INDEMNIFICATION AGREEMENT

Participant's Name: _____

Address: _____
Street or P.O. Box City State Zip Code

Phone: _____

Program/Event: _____

In consideration of the Town of Patagonia allowing _____
Name of Group/Individual

to use the Town Park for the above referenced event, I do hereby, for myself, my children, my heirs, executors and assigns, and for each person participating in this event, their children, heirs, executors and assigns, release the Town of Patagonia and the officials, officers, agents and employees of the Town from liability for any harm, injury, or damage which I, my minor children, and other participants or their children may suffer while participating in the above described event. This includes all risks that are connected with this activity whether foreseen or unforeseen. More specifically, I agree to all of the following:

To the fullest extent permitted by law, each Participant shall defend, indemnify and hold harmless the Town, its agents, officers, officials, employees, volunteers, council members and directors, from and against all claims, demands, liabilities, damages, losses and expenses (including but not limited to the cost of arbitration, attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting solely from the negligent or otherwise tortious acts, errors, mistakes, omissions, or work of the Participant, their children, heirs, executors, assigns, agents, officers, officials, employees, volunteers, members and directors, or any contractor thereof, arising out of or resulting from this Agreement. Each Participant's duty to defend, hold harmless and indemnify the Town, its agents, officers, officials, employees, volunteers, council members and directors shall arise in connection with any claim, demand, liability, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused by the Participant's negligent or otherwise tortious acts, errors, mistakes, omissions, work or services in connection with or arising out of or acting under this Agreement, including any employee of the Participants, any contractor of the Participants or any other person for whose negligent acts, errors, mistakes, omissions, work or services the Participants may be legally liable. The duty to defend, hold harmless and indemnify agreed to in this agreement does not extend to claims, demands, liabilities, damages, losses and expenses that arise from the negligent or otherwise tortious acts, errors, mistakes, omissions or work of the Town, its agents, officers, officials, employees, volunteers, council members and directors.

I further assume the responsibility of mental and physical fitness to participate in said event, and agree to abide by all rules and requirements of the Town. I am of lawful age and legally competent to sign this Agreement for and in behalf of the Participant. I understand the terms and have signed this document as my own free act.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE BY READING IT BEFORE I SIGNED IT. I REALIZE THAT BY SIGNING THIS DOCUMENT I AM GIVING UP LEGAL RIGHTS TO WHICH I OR OTHER PARTICIPANTS MAY BE ENTITLED.

Signed By: _____ Date: _____