

Parks
and
Recreation



Park Shelter
Reservation Guide





Park Shelter Rental Application

Inver Grove Heights Parks and Recreation Department, 8055 Barbara Ave. Inver Grove Heights, MN 55077 (651)450-2585

Please complete and return the following application

<p style="text-align: center;"><u>Picnic Shelters</u></p> <p><u>Available:</u> Monday-Sunday, January 2 – December 31</p> <p><u>Rental Hours:</u> <input type="checkbox"/> 11am – 4pm <input type="checkbox"/> 5pm – 10pm <input type="checkbox"/> Other (weekday only with prior approval)</p> <p><u>Rental Fees:</u></p> <p><input type="checkbox"/> Resident \$70 (5 hour block) <input type="checkbox"/> Non-resident \$90 (5 hour block) <input type="checkbox"/> Swing Bridge Park \$110 (shelter, trails and bridge not maintained during winter months) <input type="checkbox"/> Damage Deposit \$50</p>	<p><u>Park Locations:</u> (designate preferred shelter)</p> <table border="0"> <tr><td><input type="checkbox"/> Community Center</td><td>8055 Barbara Ave</td></tr> <tr><td><input type="checkbox"/> Groveland</td><td>1990 46th St East</td></tr> <tr><td><input type="checkbox"/> Lions</td><td>2423 65th St East</td></tr> <tr><td><input type="checkbox"/> Oakwood</td><td>3534 78th St East</td></tr> <tr><td><input type="checkbox"/> Rich Valley Soccer</td><td>1841 105th St East</td></tr> <tr><td><input type="checkbox"/> Rich Valley Playground</td><td>1841 105th St East</td></tr> <tr><td><input type="checkbox"/> Swing Bridge</td><td>4465 66th St East</td></tr> <tr><td><input type="checkbox"/> Simley Island</td><td>3110 80th St East</td></tr> <tr><td><input type="checkbox"/> Skyview</td><td>6765 Dawn Ave</td></tr> <tr><td><input type="checkbox"/> South Valley</td><td>2810 70th St East</td></tr> </table> <p style="text-align: center;"><u>Key Card</u></p> <ul style="list-style-type: none"> • Key card issued only to contact person listed on rental application • Available at the Parks & Recreation Department one business day prior to the scheduled event • Key must be returned on the next business day • Lost or non-returned key card subject to a \$25 fine 	<input type="checkbox"/> Community Center	8055 Barbara Ave	<input type="checkbox"/> Groveland	1990 46 th St East	<input type="checkbox"/> Lions	2423 65 th St East	<input type="checkbox"/> Oakwood	3534 78 th St East	<input type="checkbox"/> Rich Valley Soccer	1841 105 th St East	<input type="checkbox"/> Rich Valley Playground	1841 105 th St East	<input type="checkbox"/> Swing Bridge	4465 66 th St East	<input type="checkbox"/> Simley Island	3110 80 th St East	<input type="checkbox"/> Skyview	6765 Dawn Ave	<input type="checkbox"/> South Valley	2810 70 th St East
<input type="checkbox"/> Community Center	8055 Barbara Ave																				
<input type="checkbox"/> Groveland	1990 46 th St East																				
<input type="checkbox"/> Lions	2423 65 th St East																				
<input type="checkbox"/> Oakwood	3534 78 th St East																				
<input type="checkbox"/> Rich Valley Soccer	1841 105 th St East																				
<input type="checkbox"/> Rich Valley Playground	1841 105 th St East																				
<input type="checkbox"/> Swing Bridge	4465 66 th St East																				
<input type="checkbox"/> Simley Island	3110 80 th St East																				
<input type="checkbox"/> Skyview	6765 Dawn Ave																				
<input type="checkbox"/> South Valley	2810 70 th St East																				

Event Date: ___/___/___ Rental Start Time: _____ Rental End Time: _____ (must include setup & cleanup)

Nature of Use: _____ Anticipated Attendance: _____

Organization (if applicable): _____ Non-Profit Organization: Yes No

Applicant Name: _____ Email: _____

Address: _____ City: _____ Zip Code: _____

Home Phone: (____) _____ Work: (____) _____ Cell: (____) _____

How did you hear about our facilities? Recreation Brochure Referral
 Website Past Facility User Other _____

All rental fees are due when making the reservation. Key card will be issued to only the contact person and contact shall be responsible for pick-up and return of the key card. Key card will be available at the Parks and Recreation Department, (8055 Barbara Avenue, Inver Grove Heights), one day prior to the event or in the case of a weekend, the preceding Friday and returned on the next scheduled business day. The City of Inver Grove Heights shall assume no liability for any events, activities, or programs conducted at the facilities. A full refund minus a \$5 administrative fee will be issued if you cancel at least seven (7) days prior to your scheduled reservation date. Refunds are not given in the event of rain or inclement weather. Lost or non-returned key card is subject to a \$25 replacement fee.

FOR OFFICE USE ONLY:

Amount Due for Shelter Rental \$ _____ Damage Deposit \$ _____ Amount Paid \$ _____ Date Paid: _____ Staff Initials _____

Method of Payment: Cash Check # _____ Visa Mastercard Discover

Name on card _____ Acct. # _____ Exp. Date _____ Sec. Code _____

Key Card # _____ Date Issued: _____ Staff Initials _____ Date Returned: _____ Staff Initials _____



**Inver Grove Heights Parks & Recreation
PARK FACILITY**

Waiver, Release, and Indemnification Agreement

This Waiver, Release and Indemnification Agreement ("Agreement") is entered into between the City of Inver Grove Heights ("City") and _____ ("Event Holder").

THIS IS A WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT. THE EVENT HOLDER MUST READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

WHEREAS, the City owns the following park facilities:

- | | |
|---------------------------------------|---|
| <input type="checkbox"/> South Valley | <input type="checkbox"/> Rich Valley Soccer |
| <input type="checkbox"/> Oakwood | <input type="checkbox"/> Rich Valley Playground |
| <input type="checkbox"/> Skyview | <input type="checkbox"/> Community Center |
| <input type="checkbox"/> Lions | <input type="checkbox"/> Simley Island |
| <input type="checkbox"/> Groveland | <input type="checkbox"/> Swing Bridge |

WHEREAS, Event Holder requests to utilize the City Facilities for the following events and/or activities:

on the following dates: _____ ("Events and Activities");

WHEREAS, use of the City Facilities by the Event Holder requires the release and indemnification of the City as set forth in this Agreement;

NOW, THEREFORE, in consideration of being permitted to use the City's Facilities and engage in the above-described Events and Activities on the City's property, Event Holder and its members, participants, representatives, servants, agents, successors, predecessors, assigns, employees, invitees, guests, officers, and directors (collectively referred to herein as "Event Holder") hereby acknowledge, represent, and agree as follows:

- (1) Event Holder understands that the use of the City's Facilities and the participation in the above-described Events and Activities may be dangerous and may involve risk of injury, loss, or damage to the participants and/or third parties. The Event Holder acknowledges that such risks may include, but are not limited to, bodily injury, personal injury, sickness, disease, death, and property loss or damage. By executing this Agreement, Event Holder assumes such risks.
- (2) Event Holder acknowledges that participation in the above-described Events and Activities is voluntary and no one is forced to participate. Further, Event Holder acknowledges that the above-described Events and Activities are not essential services provided by the City, and are not sponsored by or affiliated with the City.
- (3) Event Holder agrees to procure, keep in force, and pay for insurance coverage, from an insurer acceptable to the City, in an amount sufficient to cover the Event Holder's liability under this Agreement, for the duration of the above-described Events and Activities and the term of this Agreement.
- (4) By signing this Agreement, Event Holder does hereby expressly assume all risk of injury, loss, or damage to Event Holder, its organizers, participants, members, spectators, invitees, agents, volunteers, vendors, contractors, employees, and guests, and any third parties, arising out of or in any way related to the above-described Events and Activities or use of the City's Facilities, whether or not caused by the act, omission, negligence, or other fault of the City, its officers, officials, agents, contractors, servants, or employees, or by any other cause.

- (5) By signing this Agreement, Event Holder hereby excepts, releases, and discharges the City, its officers, officials, agents, contractors, servants, employees, and insurers, from any and all claims, demands, and actions for such injury, loss, or damage suffered by Event Holder, its organizers, participants, members, spectators, invitees, agents, volunteers, vendors, contractors, employees, and guests, and any third parties, arising out of or in any way related to the above-described Events and Activities or use of the City's Facilities, whether or not caused by the act, omission, negligence, or other fault of the City, its officers, officials, agents, contractors, servants, or employees, or by any other cause. This waiver does not apply to any injuries or damages that are the result of any willful, wanton, or intentional misconduct by the City or anyone acting on behalf of the City.
- (6) Event Holder further agrees to defend, indemnify, and hold harmless the City, its officers, officials, attorneys, employees, and insurers from and against all liabilities, claims, causes of action, demands, losses, damages, judgments, and other obligations (including attorneys' fees and costs), including those arising from any third party claims, on account of injury, loss or damage (including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property damage or loss, or any other loss of any kind whatsoever) which arise out of or are in any way related to the above-described Events and Activities or the use of the City's Facilities and property, whether or not caused by the Event Holder; the act, omission, negligence, or other fault of the City, its officers, officials, agents, contractors, servants, or employees; or any other cause.
- (7) The City shall not be liable or in any way responsible for personal property belonging to the Event Holder or its guests, invitees, participants, members, spectators, agents, volunteers, vendors, contractors, employees, representatives, or servants. The Event Holder shall indemnify, defend, and hold harmless the City for any loss or damage to personal property suffered by the Event Holder or its guests, invitees, participants, members, spectators, agents, volunteers, vendors, contractors, employees, representatives, or servants.
- (8) By signing this Agreement, Event Holder hereby acknowledges and agrees that this Agreement extends to all acts, omissions, negligence, or other fault of the City, its officers, officials, agents, contractors, servants, or employees, and that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota. If any portion of this Agreement is held invalid, it is further agreed that the balance of the Agreement shall, notwithstanding, continue in full legal force and effect.
- (9) Event Holder understands and agrees that this Agreement shall be governed by the laws of the State of Minnesota and that jurisdiction and venue for any lawsuit or cause of action arising under or related to this Agreement, the use of the City's Facilities, or the Events and Activities referenced herein, shall lie in the Dakota County District Court, State of Minnesota.
- (10) This Agreement shall be effective as of the date of this Agreement, shall continue in full force until the responsibilities hereunder are fully discharged, shall survive the completion of the above-described Events and Activities, and shall be binding upon Event Holder, its agents, successors, representatives, heirs, executors, assigns, and transferees.
- (11) By executing this Agreement, Event Holder acknowledges that it has read this entire Agreement, understands and agrees to its content, and signs it as a free and voluntary act, having had an adequate opportunity to consider its terms and conditions. The Event Holder understands that entering into and signing this Agreement affects the Event Holder's legal rights and results in the Event Holder giving up or waiving certain legal rights.
- (12) The terms of this Agreement cannot be modified or changed in any way by oral agreement or representation.
- (13) Event Holder shall not assign or transfer its rights and privileges under this Agreement.
- (14) Event Holder acknowledges that it has received a copy of the Park Shelter Rules and Regulations, the terms of which are incorporated herein by reference, and agrees to be bound by the same. Event Holder shall be responsible for ensuring compliance with the Rules and Regulations by the Event Holder's organizers, participants, members, spectators, invitees, guests, agents, volunteers, vendors, contractors, employees, representatives, and servants.

- (15) I acknowledge that COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. The City has enacted preventative measures to reduce the spread of COVID-19. The City, however, cannot guarantee that participants in the Activity will not become infected with COVID-19. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk I may be exposed to or infected by COVID-19 by participating in the Activity.
- (16) I warrant that I do not have any symptoms of COVID-19, including, without limitation, fever, cough, shortness of breath or difficulty breathing, chills, or muscle or body aches; or have a suspected or confirmed diagnosis of COVID-19.
- (17) I agree to comply with all rules related to the Activity including policies related to social distancing and personal hygiene to help prevent the transmission of COVID-19. If I observe any unusual or significant hazard during my participation in the Activity, I will stop participating and immediately notify the nearest official.

UPON REQUEST, A COPY OF THIS DOCUMENT CAN BE MADE AVAILABLE IN ALTERNATIVE FORMATS (SUCH AS LARGE PRINT, AUDIO RECORDING, QUALIFIED READERS, ETC.) TO ACCOMMODATE THOSE WITH DISABILITIES. PLEASE CONTACT JUDY WONICK AT 651-450-2585 TO MAKE SUCH REQUEST.

IN WITNESS THEREOF, this Release and Indemnification Agreement is executed by the Event Holder, acting by and through the undersigned individual, who represents that he or she has the necessary and proper authority to bind the Event Holder hereto.

PRINTED NAME OF EVENT HOLDER:

SIGNED BY: _____

DATE: _____

Printed Name: _____

Title: _____

Relationship to Event Holder: _____

**City of Inver Grove Heights
Parks and Recreation Department Park Shelter Rules and Regulations**

WELCOME TO THE INVER GROVE HEIGHTS PARK SYSTEM

We trust you will enjoy your visit to our parks and will help protect this community amenity during your use. To protect our parks and City property, please be advised of the following rules:

1. The individual or entity executing the Application and Release Agreement shall be held responsible and liable for any use to which the Facility is put under the permit granted and shall accept responsibility for any damage done to City property.
2. The City will not be responsible for loss of personal property by individuals or groups when Parks & Recreation Facilities are being used for a permitted activity.
3. All activities shall cease in sufficient time to completely vacate rental Facilities approved on the permit. The use of Facilities shall be restricted to those times and spaces specifically indicated on the permit. If activities are not concluded by the time approved on the permit, the group shall be subject to staffing charges.
4. Fire and safety regulations of the City of Inver Grove Heights and the State of Minnesota must be observed at all times.
5. Restrooms are located in the shelter building. The shelter provides water, electrical outlets, benches and one long table. Picnic tables are located outdoors.
6. Golf carts and motorized vehicles are prohibited from City parks at all times, with the exception of motorized wheelchairs, mobility devises, and other motorized vehicles used by those with disabilities.
7. The bituminous trail-way to the pavilion has been constructed for pedestrian traffic. Motorized wheelchairs, mobility devises, and other motorized vehicles used by individuals with disabilities may be used on the trails as necessary to transport persons with disabilities. If a motor vehicle is used to transport a person with a disability to the pavilion, the motor vehicle must be returned to the parking lot immediately after drop off or pick up. Handicapped parking spaces are available at all park sites.
8. Volume on radios, musical instruments, audio systems, live music, etc. must be kept at a reasonable, but low level. No recorded or live music is allowed in any park or park shelter without prior written approval the Parks & Recreation Department.
9. With the exception of service animals, pets are not permitted in the pavilion or shelter buildings. Pets must be kept on a leash at all times. Owners must pick up and dispose of excrement in waste receptacles provided.
10. Portable grills are allowed but must be covered and placed on cement or bituminous surface. Any grease or dripping from mobile grills must be cleaned up appropriately.
11. All trash and debris shall be placed in appropriate receptacles and picnic tables returned to original locations. All groups shall leave the Parks & Recreation Facilities in the same order and condition in which they found them.
12. Users are required to move, at their expense, any items that cannot be contained in the trash receptacles provided. No equipment or supplies may be left beyond end time of permit.
13. Structures and equipment shall not be altered or moved from one area to another unless prior approval has been granted by the City, and then only by or under the direct supervision of a City employee. Extra or unusual services for programs or activities must be identified on the permit application.
14. In the event of damage to the premises, the damage will be documented with photos. All repair bills will be invoiced to the Applicant named on the reservation Application.
15. The City Parks & Recreation Department asks that you refrain from using tobacco products on park property.

16. Alcoholic beverages, including beer and wine, are prohibited from City parks at all times except South Valley and Rich Valley Parks. The sale of alcoholic beverages is strictly prohibited in all City parks. Only single serving containers are permitted.
 - ◆ South Valley Park - Persons of lawful age (21) may possess and consume 3.2 percent malt liquor in South Valley Park but only in or within 150 feet of the group picnic shelter located in the park; only in conjunction with an event for which the sponsor has obtained a permit from the City to use the group picnic shelter; and only if the person possessing or consuming the 3.2 percent malt liquor is an invited guest of the event sponsor.
 - ◆ Rich Valley Park - Persons of lawful age (21) may possess and consume 3.2 percent malt liquor in Rich Valley Park subject to the rules and regulations as determined by the City Council.

We ask that you do not use glass containers for food or beverages in our parks.

17. All entertainment must be pre-approved by the City. Events, uses and entertainment that involve gambling, nudity, profanity, violence, fighting, extreme sports, combative sports (such as ultimate fighting), excessive noise levels, weapons, or unlawful, obscene, dangerous, or sexually-oriented activities are prohibited. In addition, events, uses, and entertainment that, in the City's judgment, are likely to cause damage or injury to persons or to the facility, premises, property, or fixtures are prohibited.
18. User may not sell food, beverages, or merchandise, or allow any other person or party to sell food, beverages, or merchandise, within the park facilities during User's use of the facilities unless User obtains prior written approval from the City and all arrangements have been made with the City.
19. Picnic reservations will not be refunded due to rain or inclement weather. A full refund minus a \$5 administrative fee will be given with cancellation notice of seven (7) days or more.
20. Minnesota Statutes Section 466.02, Subd. 6e exempts the City from liability for claims based upon the construction, operation or maintenance of any property owned or leased by the City that is intended or permitted to be used as a park, as an open area for recreational purposes, or for the provisions of recreational services. Please exercise care when utilizing the City's Park Facilities.
21. Event Holders are required to provide the necessary auxiliary aids or services to their disabled guests, members, and invitees. Questions regarding accommodations or accessibility for individuals with disabilities should be directed to the Parks and Recreation Office at (651) 450-2585.
22. **INSURANCE.** As set forth in the Rules and Regulations, the City, at its discretion, by require User is to obtain liability insurance covering User's use of the Facilities. In such event, User agrees to obtain at least the minimum coverage (\$1,000,000) set forth in the Rules and Regulations. The User agrees to provide a certificate of insurance to the City documenting the required insurance coverage at least fourteen (14) days prior to the start of the Rental Term and naming the City as an Additional Insured. The insurance shall cover liability for injury, death, and property damage. The insurance policy must be issued by an insurance company licensed to do business in Minnesota and acceptable to the City. The League of Minnesota Cities Insurance Trust offers a Tenant User Liability Program ("TULIP") that helps individuals and groups protect themselves and their guests at events held at city-owned facilities by providing low-cost liability coverage, including liquor liability, up to \$1 million. To learn more about TULIP, please contact the League of Minnesota Cities or visit www.ebi-ins.com/tulip.

If any of the above rules are not followed, the City of Inver Grove Heights may immediately terminate your event, retain the damage deposit, in part or in whole, and revoke the privilege to rent a City of Inver Grove Heights Facility.

Signature: _____ **Date:** _____

Printed Name: _____