



**City of Marathon
 Request for Athletic Field/Amphitheater Use Application**

APPLICATION INFORMATION

Name/Responsible Party:

Company/Organization Name:

Is this a company activity ?

Address:

City, State, Zip Code:

Email:

Cell:

Fax:

ACTIVITY DETAILS

Field Requested:

Sport:

Youth:

Adult:

Type of Use: Tryouts

Practice

Game

Tournament

Date(s) Requested:

Day(s) of the Week:

Start Time:

End Time:

Anticipated Number of Participants:

Adults:

Youth:

Total:

TOURNAMENT REQUEST

Tournament Title:

Date(s):

Time(s):

Field/Court Preference:

Maximum Attendance: Adults:

Youth:

Total:

Will alcohol be present:

If yes, explain:

Will food be served at your tournament?

If yes, explain:

Will the use of the concession stand be necessary?

Will there be amplified sound?

If yes, explain

Will money be charged or exchanged?

If yes, explain



RULES AND REGULATIONS

All facilities are on a “first-come, first-served’ basis, according to a priority list scheduling, and are to be used, along with equipment, for the purpose for which they were designed. No physical changes in facility layout are permitted.

The applicant is responsible for the conduct of each individual within the group; profanity and gambling is not be allowed.

Possession or consumption of alcohol is prohibited at the Community Parks unless approved by the City Manager or City Council. No glass containers allowed in the park areas.

No pets are allowed on the athletic fields at any time.

The applicant assumes all risk in the use of the facility and shall be solely responsible and answerable in damage for all accidents and injury to person or property.

A Certificate of Insurance for proof of liability coverage may be required. The City of Marathon will be listed as the Certificate Holder.

The applicant shall be called upon to reimburse the City of Marathon for any damages to buildings, grounds, equipment, or property thereon.

No motor vehicles are allowed on any of the athletic fields.

The applicant shall observe, obey and comply with these rules and regulations as well as all applicable City, County, State or Federal Laws, rules and regulations. Failure to abide by these rules will cause application to be null and void immediately.

City of Marathon Parks and Recreation activities take precedence over any other applicant activity.



CITY OF
MARATHON, FLORIDA
 Parks & Recreation Department

Indemnification and Hold Harmless Agreement

This Use, Indemnification and Hold Harmless Agreement (the "Agreement") dated this _____ day of _____, 20____, executed _____ (the "Indemnitor") in favor of The City of Marathon, Florida (the "City").

WITNESSETH

WHEREAS, the Indemnitor has applied to the City for a Permit to hold an event on City property located at

_____, (the "Property"); and

WHEREAS, as a condition of approval of the Permit, the Indemnitor has agreed to provide this indemnification and Hold Harmless to the City, including the insurance provisions.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and such other valuable consideration the receipt and sufficiency of which is hereby acknowledged, Indemnitor agrees:

1. Indemnification and Hold Harmless The Indemnitor covenants and agrees that it will indemnify, defend and hold harmless the City, its elected officials, its employees, agents consultants, legal counsel, and volunteers from any and all claims including bodily injury or property damage, liabilities, losses, damages, fines, costs, fees, and expenses including attorney's fees and costs (at both the trial and appellate levels) arising out of or in any way relating to the Indemnitor's activities upon the Property, including, without limitation claims of third parties for property damage or for bodily injuries and any and all expenses or obligations including reasonable attorneys' fees and costs.
2. Insurance The Indemnitor hereby represents to the City that it has obtained the required insurance naming the City as an additional insured for the minimum coverage amounts specified by the City Manager and has provided the City with a Certificate of Insurance. The Indemnitor further represents that the Insurance Certificates delivered to the City are in full force and effect and shall not be cancelled prior to the event.
3. Clean-up The Indemnitor shall be responsible for maintenance of the Property during the event period. The Indemnitor shall remove all trash and debris accumulated during the event period from the Property and shall return the Property to the Contractor in the same condition as received. If the Property is not returned in the same condition, Indemnitor agrees to pay actual costs of clean up.
4. Personal Property All personal property placed at the Property by the Indemnitor shall be at the risk of the Indemnitor and the City shall not be liable for any loss or damage to the Indemnitor's personal property located thereon for any reason whatsoever. The Indemnitor's agrees and understands that the City does not and shall not carry liability, theft or fire insurance on said property to cover the Indemnitor's interest therein.
5. Survival of Terms The hold harmless and indemnifications provided in this Agreement shall survive termination of the event.
6. Release The Indemnitor shall additionally hold harmless and release the City Manager or his designee from any claims for damages, including but not limited to economic consequential or other monetary damages suffered by the Indemnitor, in the event that the City Manager or his designee revokes the Permit or otherwise stops the event due to the Indemnitor's violations of any conditions of the Permit, applicable laws or City regulations.
7. Successors or Assigns. This Agreement shall be binding on the Indemnitor's successors, assigns or heirs and run in favor of City's successors and assigns.

IN WITNESS WHEREOF, Indemnitor has executed this Agreement. INDEMNITOR:

Signature	Date	Signature	Date
Print Name		Print Name	

NOTARY STATE OF _____

COUNTY OF _____

Before me, this ____ day of _____, 20____, personally appeared _____

Who executed this foregoing instrument, and acknowledged before me that same was executed for the purposes therein expresses.

Personally Known or Produced ID: _____

 Signature of Notary Public – State of _____

 My Commission Expires: