



Staff Use Only: Permit # _____

PARK SHELTER RESERVATION APPLICATION

APPLICANT INFORMATION:

Name (First, Last): _____ Submittal Date: _____

Business/Organization Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

EVENT INFORMATION:

Date of Event: _____ # of attendees: _____ Type of event: _____

PEAK season: April 1st – October 31st

All Day: 9:00 AM – 5:30 PM **4 HR Blocks:** 9:00 AM – 1:00 PM or 1:30 PM – 5:30 PM

NON-PEAK season: Nov 1st – March 31st **All Day:** 9:00 AM – 5:30 PM

Inflatables/Soft play: Yes No Petting Zoos and/or Pony Rides: Yes No Vendor Name: _____

<u>Small (0-50 ppl)</u>	<u>Medium (50-100 ppl)</u>	<u>Large (100-200 ppl)</u>
<input type="checkbox"/> Buelow	<input type="checkbox"/> Connors	<input type="checkbox"/> San Elijo
<input type="checkbox"/> Double Peak Gazebo	<input type="checkbox"/> Double Peak Amphitheatre	<input type="checkbox"/> Sunset East
<input type="checkbox"/> Jack's Pond East	<input type="checkbox"/> Hollandia 	<input type="checkbox"/> Walnut Grove North 
<input type="checkbox"/> Las Posas	<input type="checkbox"/> Jack's Pond Corral 	<input type="checkbox"/> Woodland East 
<input type="checkbox"/> Simmons 	<input type="checkbox"/> Lakeview / Discovery	<input type="checkbox"/> Walnut Grove Central  
<input type="checkbox"/> Woodland West 	<input type="checkbox"/> Las Abejas 	<input type="checkbox"/> Woodland Schoolside 

 = Allows inflatables/soft play equipment  = Allows petting zoos and/or pony rides

PARK GROUP AREA USE POLICIES & REGULATIONS:

1. All laws and adopted use policies (City, County, State, and Federal), are to be obeyed by all applicants, their guests, vendors, and all other event attendees, while on the City premises, which includes the parking lot.
2. No use will be placed on the Reservations Calendar until the application is approved and the fee is paid. Applications will not be accepted earlier than nine (9) months in advance and no later than eight (8) days online, or three (3) business days in office, prior to event.
3. All fees are due and payable at the time an application is submitted.
4. Reservations may be revoked for any reason at any time by the City.
5. All park shelters have a maximum capacity. Reservations wishing to exceed capacity must obtain a Special Event Permit in lieu of a Park Shelter Reservation.
6. There is to be NO SMOKING of any kind (cigarettes, vaping, cannabis, etc.) within any City indoor facility or City park (including park restrooms).
7. The person applying for use of the facility must be a responsible person at least 18 years of age. A driver's license is required for confirmation and identification.
8. Use of the Parks & Recreation facilities is restricted to the applicant and/or organization named on the application. No substitutions.
9. Electricity is neither available nor included with a picnic shelter. Generators are only permitted at parks that allow jump houses and for the purposes of running the jump house.

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10. Please refer to [refund policy](#) for more information on reservation refunds and transfers.
11. Facilities are to be left in a clean and orderly condition. Any cleaning or damage expense incurred, other than normal wear and tear, will be billed to the responsible person or organization.
12. Alcohol and amplified sound are not permitted in City parks unless approved via Special Event Permit. 13. **No** nails or staples are allowed. **No stakes or posts of any kind may be driven into the ground at any park location.**
14. The Parks & Recreation Department may refuse to reserve the facility for the following reasons:

- A. not available due to another reservation.
- B. unsatisfactory record of use in the past.
- C. if all requirements of this policy, the San Marcos Municipal Code, and/or other applicable local, state, or federal laws, regulations and standards are not met.
- E. misrepresentation of facts at the time of reserving the facility.

APPLICANT ACKNOWLEDGEMENTS (Initials):

Alcohol and glass containers are not permitted on park premises.

There is no smoking of any kind in any city park, including the parking lot.

No amplified sound or music is allowed at any city park.

Cordoning off areas is not allowed at any city park.

No stakes or posts of any kind may be driven into the ground at any city park.

Facilities are to be left in a clean and orderly condition.

Any cleaning or damage expense incurred, other than normal wear and tear, will be billed to the responsible person or organization.

Park Shelter Reservation fees are nonrefundable. See Refund Policy for further information.

TERMS & SPECIFICATIONS:

Rules and Regulations: Applicant and members of applicant's group or organization (collectively, "applicant"), individually and collectively agree to comply with all rules and regulations of the City with respect to use of any City facilities, services and equipment, and/or participation in the Activity.

Inspection: Applicant(s), individually and collectively, have inspected the City property or premises proposed for use and have determined that they are in a safe and appropriate condition for the activities planned. Applicant(s), individually and collectively, will ensure that said property or premises will be kept and operated in a safe and appropriate condition.

Waiver and Liability Release: Applicant(s), individually and collectively, hereby unconditionally waive, release, and discharge any and all rights that participant and/or participant's heirs, assigns, agents or other representatives may have or which hereafter may accrue to participant, to file any claim, lawsuit and/or any other cause of action against the City of San Marcos and/or its elected and appointed officers, boards, directors, agents, employees, and designees (collectively, "City Parties"), which may arise as a result of participant's use of the City facilities, services and equipment and/or participation in the Activity.

Indemnification: Applicant(s), individually and collectively, agree to indemnify, defend, and hold the City Parties harmless from and against all claims, damages, losses and expenses including, but not limited to, court costs, attorneys' fees, and witness fees, arising out of the activities described herein, whether caused in whole or in part by any negligent act or omission of the City Parties, except where caused by the sole negligence or willful misconduct of the City Parties.

Assumption of Risk: Applicant(s), individually and collectively, are aware of and assume full responsibility for the potential risks and hazards inherent in participating in the Activity, up to and including the risk of personal injury, death, communicable diseases, illnesses, viruses, or property damage. Applicant(s) hereby acknowledge that participation in this Activity is voluntary and agree(s) to assume any such risks, and understand(s) that the City does not carry insurance to cover participants or spectators of the Activity.

Binding: Applicant is expressly authorized to bind each and all of the members of applicant's group or organization.

False Information: Applicant(s) each agree that the City will not be responsible for any consequences arising from providing incorrect, inaccurate, and/or false information to the City.

Print Name

Signature

Date