



Staff Use Only: Permit # _____

PARK USE APPLICATION

APPLICANT INFORMATION

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

Business/Organization Name: _____

Type of Group: Resident Non-Resident Non-Profit Organization Business/Commercial

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

Phone: _____ Email: _____

Non-Profit Tax ID#: _____

EVENT INFORMATION

Date of Event: _____ Arrival Time: _____ AM/PM Departure Time: _____ AM/PM

of attendees: _____ Type of event: _____

Jump House: Yes No Pony Rides/Petting Zoo: Yes No Vendor Name: _____

No Jumpers

- Buelow Shelter
- Connor's Shelter
- Discovery Lakeview Gazebo
- Double Peak: Gazebo Amphitheater
- Jack's Pond East
- Las Posas Shelter
- Sunset: West 1 West 2 East
- Walnut Grove Central
- Woodland East

Jumpers Allowed

- Hollandia Gazebo
- Richmar Shelter
- San Elijo: Gazebo Area 2
- Simmons Shelter
- Walnut Grove: North West
- Woodland: West Pepper School Side

Pony/Animals

- Jack's Pond Corral
- Walnut Grove Central
- Richmar Shelter

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 and their guests 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 no later than two (2) weeks in advance. Example: For the 21st of November, applications may be submitted no earlier than February 21st and no later than November 7th.
3. All fees are due and payable at the time an application is submitted.
4. Use permits may be revoked on a ten (10) day notice by the Park & Recreation Department if the facility is needed for city sponsored programs.
5. A maximum number of persons are allowed within each area. Please ascertain that number and comply.
6. There is to be **NO SMOKING** 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 twenty-one years of age. A driver's license is required for confirmation and identification.



- 8. Use of the Park & 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.
- 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. Any refreshment containing alcohol is prohibited at City parks, unless a separate, special event permit is secured in advance for the event.
- 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 City Council, or the Parks & Recreation Commission are not met.
 - D. if the activity is not compatible with accepted legal standards.
 - 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 in any city park.
- _____ No amplified sound or music is allowed at any city park.
- _____ No cordoning off of areas is 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.

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, 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.

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**

Driver’s License #: _____