

# VILLAGE OF BELMONT

## Park/Facility/Athletic Field Permit Form

Applicant: \_\_\_\_\_  
Name/Organization

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date(s) Requested: \_\_\_\_\_

Time of Reservation: From: \_\_\_\_\_ to \_\_\_\_\_ Number of People Attending: \_\_\_\_\_

Purpose: \_\_\_\_\_

Special Requests: \_\_\_\_\_

Facility/Facilities Requested:

<b>Bond Park (Open 6 AM – 9 PM)</b>	<b>Ken Leahy Memorial Park (Open 6 AM – 9 PM)</b>
<input type="checkbox"/> Shelter with Picnic Area	<input type="checkbox"/> Shelter with Picnic Area
<input type="checkbox"/> Ball Diamond (See page 5 for rules) <i>(No Charge)</i>	

*The undersigned hereby agrees to be responsible for compliance to all ordinances, rules and regulations of the Village of Belmont as written on page 2. Further, the Village may require proof of insurance or bond from applicant, if deemed necessary.*

**By checking this box, I certify that I have read the information on page 2.**

\_\_\_\_\_  
Signature of Applicant/Group Representative Date

FOR OFFICE USE ONLY		
Reservation Fee: \$ _____ Check#: _____		
Receipt # _____	Approved by _____	Date _____

## **Reservation Rules and Procedures:**

Facilities rental generally is on a **first-paid**, first-reserved basis. Facilities are available for rental from April 15 to October 15.

1. Non-refundable reservation fees for shelter use: Bond Park - \$35.00; Ken Leahy Park - \$20.00; if applicant is from outside of Belmont School District – add \$15.00. Shelter reservation fee may include picnic tables, electricity, water, appliances, and use of restrooms, dependent upon shelter rented.
2. If moved, tables MUST be placed back in original location.
3. The Village of Belmont reserves the right to cancel rental of a park facility based on an emergency, existing or anticipated conditions related to poor weather, or need of the facilities by programs operated by the Village of Belmont.
4. The date and time for the use of the park facility must be during posted hours of the park.
5. Every applicant shall sign the WAIVER OF RIGHTS, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT on pages 3 – 4.
6. The applicant shall be responsible for cleanup of trash around the park facility and for any damage to the park facility incurred during the time the facility is used. If excessive repair of the park facility is necessary after usage, the actual labor and material costs will be assessed against the applicant.
7. Park restrooms are public and will be used by the public and may get some normal use prior to and/or during your reservations.
8. If you notice a problem with any of the facilities, please contact the Village office at (608) 762-5142 during business hours. On evenings or weekends or if no one else is available, please contact the Belmont Police Department at (608) 762-5326, and they will page the park duty person to address your request.
9. Vehicles are prohibited from driving on any other area outside of the designated parking lot.
10. It is understood that any items found missing from the rented facility immediately following its use shall be replaced by the Renter.
11. Any views expressed by any group using the facilities are not the views of the Village Board or any other unit of the Village of Belmont.
12. In all cases the Village of Belmont will have the final decision as to who shall be allowed to use the park facilities.
13. All applicants shall comply with the Belmont Park & Facility COVID-19 Guidelines on pages 5 and 6.

# WAIVER OF RIGHTS, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT

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(Renter: Name/Organization)

(Date of Birth)

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(Phone)

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(Address)

(City)

(State)

In exchange for the Village of Belmont (Village) allowing Renter to rent any park facilities for any uses, events, or activities, to be held at Bond Park or Ken Leahy Memorial Park in the Village of Belmont, Wisconsin 53510, Renter agrees as follows:

## 1. Acknowledgment of Risk

Renter understands that due to the rental of the park facility that there is a risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies, and it is impossible to eliminate the risk that Renter and/or Renter's guests could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. Renter understands that this risk still exists even with additional safety regulations, social distancing practices, personal protective equipment, frequent hand washing and disinfection of equipment and facilities, and other attempts to limit the spread of communicable diseases.

Some risks associated with such exposure to and/or infection with a communicable disease include personal injury, illness, permanent disability, and death. Such risks may include, but are not limited to: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestions or runny nose, nausea or vomiting, diarrhea, heart problems, fainting, blood clots, seizures, kidney damage, liver problems or damage, Guillain-Barre syndrome, coughing up blood, rashes or lesions, exacerbation of existing medical conditions, loss of appetite, swollen eyes, and pediatric multisystem inflammatory syndrome.

**Renter acknowledges that the risks listed above, along with other risks inherent to Renter's rental of the park facility, may result in personal injury, illness, permanent disability, and death.** Renter recognizes that Renter's rental of the park facility involves other inherent risks, and that all such risks cannot be described as a part of this document.

Accordingly, if Renter believes Renter needs more information regarding the park facility rental before Renter waives Renter's rights and agree to indemnify others as described below, Renter acknowledges that Renter may seek additional information or Renter may refuse to rent the park facility. This rental is completely optional, and Renter is under no obligation to rent the park facilities. Failure to rent these facilities will not have any negative consequences.

## 2. Waiver of Rights and Release of Liability

***Renter hereby releases, waives and discharges the Village, its board members, employees, agents, and other volunteers ("Releasees") from all liability, claims, and causes of action based upon the negligent acts or omissions of the Releasees arising in connection with Renter's rental of the park facility described above; provided, however, that this waiver and release does not address injury, damage, or loss resulting from the intentional or reckless acts of any Releasee.***

**3. Indemnification and Hold Harmless**

*Renter agrees to indemnify and hold harmless the Releasees from and against all losses, damages, monetary awards, and expenses, including all costs and reasonable attorney fees, incurred in connection with any claims of negligence on the part of a Releasee, for any injury, illness, disease, death, or damage to property, arising from or in connection with Renter's rental of the park facility described above. Notwithstanding the foregoing, this hold harmless and indemnification agreement does not address losses, damages, monetary awards, and expenses arising from the intentional or reckless acts of any Releasee.*

**4. Opportunity to Negotiate**

You are encouraged to carefully review the contents of this Waiver of Rights, Release of Liability, and Indemnification Agreement and take the time you feel is necessary to review it thoroughly. DO NOT SIGN this Agreement unless you understand and agree to the terms and conditions of this Agreement. You may wish to consult an attorney. IF YOU WISH TO NEGOTIATE any of the terms of this Agreement and propose modifications, deletions, or additions, please contact the Village office at (608) 762-5142 prior to signing and executing this Agreement. If you do not contact the Village office prior to signing and executing this Agreement, the Village understands that you are accepting the terms and conditions as set forth above, and that you do not wish to pursue any further negotiations regarding the terms and conditions of this Agreement.

**5. Miscellaneous**

The parties agree that the provisions of this Waiver of Rights, Release of Liability, and Indemnification Agreement are severable, and that the invalidity or unenforceability of any one or more of the provisions or clauses hereof, or any portion thereof, shall not affect the validity or enforceability of the other provisions or clauses of this Agreement, or any other portion thereof. The terms of this Agreement constitute the entire agreement and understanding between the parties concerning these subject matters. This Agreement is made pursuant to and shall be construed according to the laws of the State of Wisconsin.

**I CERTIFY THAT I HAVE READ THIS WAIVER OF RIGHTS, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT MAY TAKE THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS AND ASSUMING SUBSTANTIAL RESPONSIBILITIES BY SIGNING BELOW, AND SIGN BELOW VOLUNTARILY.**

IN WITNESS WHEREOF, the parties have executed this Agreement or caused this Agreement to be executed by their respective representatives on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

APPROVED FOR RENTER

APPROVED FOR VILLAGE OF BELMONT

\_\_\_\_\_

\_\_\_\_\_

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Witness: \_\_\_\_\_

## **Belmont Park & Facility COVID-19 Guidelines**

Due to the developments of the COVID-19 (Coronavirus) pandemic, the Village of Belmont is putting in place these guidelines for the use of Belmont parks and park facilities. The Village of Belmont reserves the right to change, add or remove any guideline at any time. Visitors are encouraged to call the Village office at (608) 762-5142 for more information.

### **General Guidelines:**

These guidelines apply to all Belmont parks and park facilities.

1. Visitors who are sick with COVID-19 or were recently exposed (within 14 days) to someone with COVID-19, or just don't feel well, should avoid visiting public areas including parks or recreational facilities.
2. Visitors should plan ahead as some park facilities may be closed or are open with limitations.
3. All visitors are encouraged to maintain social distancing of at least six (6) feet from other people not from the same household.
4. Visitors should avoid large gatherings of ten (10) or more people.
5. Visitors are encouraged to wear masks, especially senior citizens and those with compromised immune systems or conditions that make them susceptible to infectious disease.
6. Water fountains may not be available for use at this time.
7. Bathroom facilities may not be available for use at this time.
8. Visitors are encouraged to bring hand sanitizer and to wash their hands frequently.
9. Visitors may use open park facilities at their own risk in accordance with these guidelines. Despite precautions, park facilities may still pose a risk of exposure to communicable diseases including COVID-19. Park facilities include: playgrounds, exercise stations, tennis court, basketball court, ball diamond, picnic areas, and shelters.

### **RULES FOR USING BOND PARK BALL DIAMOND**

1. If using the dugouts, leave as much spacing as possible between players. For practice, players' items should be lined up near the fence at least 6 feet apart. Players, coaches, or fans should not touch or lean on the fence or other structures.
2. Players, coaches, parents/guardians, and fans should check their temperature before practice and games. Do not attend if you have a fever or any other possible symptoms. If you or anyone you had contact with has tested positive for COVID, you must follow the health department quarantine recommendations.
3. Parents/Guardians must remain in their vehicle for drop-off and pick-up of players for practices.
4. Players must use their own gloves and helmets. If sharing a bat, players must wear batting gloves.
5. Softball players must have and use their own in-field mask.
6. Players should bring their own hand sanitizer and sanitize hands as much as possible.
7. Players, coaches, parents/guardians, and fans are encouraged to bring their own face cover/mask and wear it as much as possible.

8. Coaches are responsible for ensuring social distancing is maintained between players as much as possible.
9. Players must bring their own water/beverage. No shared drinking fountains or coolers.
10. Players must bring their own snacks to consume. No shared communal snacks.
11. No spit-able foods (i.e. sunflower seeds, peanuts in shells, etc.).
12. Coaches must sanitize shared catchers gear before each catcher change. Coaches should have 2 catcher helmets and masks to reduce sharing and allow time to sanitize.
13. For games, each team should have their own set of softballs/baseballs. Softballs/baseballs should be sanitized between innings.
14. Defensive team is responsible for retrieval of foul softballs/baseballs and home runs. No offensive player or coach should touch a defensive softball/baseball. No spectator or umpire should touch any softball/baseball.
15. Post-game handshakes or any touching (i.e. fist bumps, elbow bumps, feet taps, etc.) between teams are prohibited.
16. Fans for upcoming games should remain in their cars during player warm-ups. They will be permitted to come to the viewing area once the team they are there to watch takes the field.
17. Any player/parent/guardian/coach may be removed from the facility or for the season that refuses to follow these guidelines.