



CITY OF SANTEE – COMMUNITY SERVICES DEPARTMENT
FIELDS AND COURTS PERMIT APPLICATION AND WAIVER OF LIABILITY/INDEMNITY AGREEMENT

Email: csdfrontdesk@cityofsanteeca.gov

PHONE: (619) 258-4100 x222

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PARK REQUEST: _____ TYPE OF SPORT/ACTIVITY: _____

Number of Participants/Attendees: _____ Youth Adult Mixed

Date/s of Use: _____ One date only Weekly Monthly Season

PURPOSE OF USE: League play/practice Tournament Fundraiser Other _____

FIELDS:

Field # _____
Write in Times

Confirmation of use is based on scheduling availability

Field # _____
Write in Times

Field # _____
Write in Times

Field # _____
Write in Times

Mon	Tues	Wed	Thur	Fri	Sat	Sun
Mon	Tues	Wed	Thur	Fri	Sat	Sun
Mon	Tues	Wed	Thur	Fri	Sat	Sun
Mon	Tues	Wed	Thur	Fri	Sat	Sun

By signing below, Applicant agrees it shall comply with, and shall be bound by, all terms and conditions contained in this application, including all terms and conditions contained on the following page(s).

APPLICANT INFORMATION (The Organization, or if no Organization, Individual, listed below is "Applicant"):

Organization (if applicable): _____ EMAIL: _____

Name: _____ Phone: _____

Address: _____ City: _____ Zip: _____

Alternative Contact: _____ Phone: _____

METHOD OF PAYMENT: CC – VISA MASTERCARD CASH – Walk in only

Name on Card: _____

Card #: _____

Exp Date: _____ V-Code: _____

Signature: _____

CHECK – payable to the City of Santee
 (\$10 RETURNED CHECK FEE)
Mail to: Community Services Dept.
 City of Santee
 10601 Magnolia Ave. Bldg. 6
 Santee CA, 92071

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT: As lawful consideration for the above named individual/group being permitted to enter in or upon public facilities leased or owned by the City of Santee or by the Santee Community Development Commission on a reserved basis for the purpose named above, at the facility named above, I, the undersigned applicant, both individually and on behalf of the above-named group and its participants, agree to indemnify, defend and hold the City of Santee and the Santee Community Development Commission, their officers, employees and agents ("Indemnified Parties") harmless and free from any liability of any nature arising out of, or related to, use of the public facility described above. This indemnification and agreement to defend includes, but is not limited to, liability for damage or injury to any persons or property, costs and attorneys' fees arising out of or in connection with this use of public facility, regardless of whether the City or the Community Development Commission was actively or passively negligent, either solely or contributing in connection with such liability. COVID-19 is by its nature contagious, and I voluntarily assume the risk that the participants/group and I may be exposed to, or infected by COVID-19, by entering or using the public facility described above and that such exposure or infection may result in personal injury, illness, permanent disability, or death. Knowing the risks involved, I nevertheless agree to release, indemnify, defend and hold harmless the Indemnified Parties, as described above. I certify that I have received and read the rules governing the use of this facility. I, the undersigned, do hereby agree that we, myself, and the above-named group will abide by the rules governing use of the facility and will be responsible for any damages to the facility or equipment caused by the occupancy of the facility. I, the undersigned, understand and agree that I and the group's participants enter the public facility at our own risk. I expressly waive and relinquish all rights and benefits afforded by Section 1542 of the California Civil Code, which provides as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." I have carefully read this Agreement and fully understand its contents. I am aware this is a release of liability and sign it of my own free will. I am authorized to sign this Agreement and am over 21 years of age.

APPLICANT SIGNATURE: _____ **DATE:** _____

1. **INSURANCE REQUIREMENT: The undersigned applicant, individual and/or group, shall provide Comprehensive General Liability Insurance for bodily injury, (including death) and/or property damage resulting therefrom, suffered or alleged to be suffered by any person or persons whatsoever resulting from any act or activity of the applicant or any person acting for the applicant or under the applicant's control, direction or supervision. Such insurance shall be maintained in full force and effect during the entire term of this Agreement in an amount not less than two million dollars (\$2,000,000) combined single limit. (CSL) per occurrence, and at least four million (\$4,000,000) policy aggregate limits. Evidence of Coverage in the form of an original Certificate of Insurance and an Additional Insured Endorsement naming the City of Santee/Santee Community Development Commission, their Council Members, officers, directors, employees, agents and volunteers as additional insureds shall be submitted to City directly from the applicant's insurance carrier prior to use of City fields. The applicant's insurance carrier shall provide the City evidence of insurance on an annual basis when applicable, or when otherwise requested by City.**
2. The undersigned applicant, individual and/or group agrees to make no modifications to the fields (other than normal game preparation) without City approval and proper permits.
3. The undersigned applicant, individual and/or group agrees to reimburse (or repair to the City's satisfaction) the City for damages to fields due to our use. Periodic inspections by the City will be made of all fields.
4. The undersigned applicant, individual and/or group agrees to pay the City for any determined fees based on requested use of fields, courts, park areas and/or additional services. The City of Santee consolidated fee schedule and Santee Parks and Recreation Cancellation and Refund Policy apply.
5. The undersigned applicant, individual and/or group agrees to refrain from driving vehicles of any size or type on the fields at any time.
6. The undersigned applicant, individual and/or group shall not allow or contract any outside vendors without City approval.
7. If Applicant is a qualifying Partnered Youth Sports Organizations ("PYSO") eligible to participate in the [City's Parks Outdoor \(fenced\) Athletic Field and Court Advertising Program \("Banner Program"\)](#), and required to abide by the Santee Youth sports group Priorities, Policies and Procedures implemented by the City of Santee which is provided to all PYSO's at the semi-annual mandatory meeting, and by request from the Santee Community Service Department, Applicant shall comply with, and ensure compliance with, all applicable terms and conditions of the Banner Policy and the Santee Youth sports group Priorities, Policies and Procedures as a condition of field use, and as a condition of participation in the Banner Program and Santee Youth sports group Priorities, Policies and Procedures. Noncompliance with any applicable obligation under the [Banner Policy](#) and the Santee Youth sports group Priorities, Policies and Procedures shall be grounds for City to discontinue Applicant's participation in the Banner Program and the Santee Youth sports group Priorities, Policies and Procedures and/or revoke a field and court use permit, without liability to City. Special attention is called out to the PYSO's pre-screening and tentative approval/denial requirement, the requirement that City review and final approval be obtained for all banners prior to use, the content restrictions for banners, and the PYSO revenue spending restrictions and reporting obligations, among other requirements.