

Bowles Metropolitan District
8390 E. Crescent Pkwy., Suite 500
Greenwood Village, CO 80111-2814
303-779-4525
303-773-2050 (fax)

Application and Revocable Park/Covered Picnic Shelter Use Permit
Sunset Park

(Applicant must be at least 21 years of age)

Organization _____

Location of the Event
/ Park Name _____

Purpose of Event _____

Date of Event _____

Maximum Attendance _____ ; Hours _____ a.m./p.m. to _____ a.m./p.m.

Applicant's Name _____

Address _____

Phone: Office _____ Home _____

Email Address: _____

POLICY

The Bowles Metropolitan District (the "District") charges a \$100.00 fee for reservation of the covered picnic shelter and immediate park area, as well as a refundable fee of \$100.00. The \$100.00 refundable fee will be returned once determination is made of the condition of the park after use. The applicant must be a resident of the District unless the applicant has received written authorization from the Board of Directors to use the Property. The applicant must complete and execute this Application and return for consideration.

PERMIT CONDITIONS

- i. Motorized vehicles are prohibited (this includes vehicles for purposes of unloading or loading equipment). Exceptions will require prior District approval in writing.
- ii. No commercial concessions shall be operated, nor charge or donation request of any kind be made of the public on the premises. Programs, circulars, pamphlets, handbills, or any other printed material shall not be sold or give away or contain any advertising without prior written District approval.
- iii. Upon termination of permitted use, the area shall be restored to a litter free condition. Repair or cleanup required by the District will be billed to applicant based on cost of service.
- iv. If additional security or traffic control measures are required, the District will not assume any financial responsibility.
- v. Tents, booths, stands, awnings, canopies, or other structures are prohibited without the express written consent of District.
- vi. Destruction, damage, or removal of any vegetation, or defacement of District property is prohibited. Applicant shall be responsible for any and all such damages.
- vii. Disorderly conduct and / or abusive language shall be prohibited and shall be cause for ejection and loss of deposit.
- viii. Any machine or device for the purpose of amplification of human voice, music or any other sound is prohibited without the prior express written consent of the District.

- ix. No alcoholic beverages shall be permitted. Consumption of alcoholic beverages shall be cause for ejection and loss of deposit.
- x. No participant or spectator involved in any organized games or contests may consume alcoholic beverages.
- xi. A copy of this permit must be in the possession of the applicant or designated representative and shown to District personnel upon request.
- xii. District parks and facilities are patrolled by local law enforcement agencies and all other applicable rules and regulations to include state statutes, county regulations or city ordinances will be enforced.
- xiii. The applicant and the organization shall be responsible for its/his/her actions and the actions of the parties represented as a result of this permit and shall execute the Waiver and Release which follows this Application for Revocable Park Use Permit. An unexecuted Waiver and Release shall render this Permit null and void.
- xiv. Special requests regarding motorized vehicles, concessions, printed material, structures, sound equipment, hours and other: _____ must be made in writing to the Bowles Metropolitan District at least 30 days prior to the event.
- xv. This Permit is non-assignable.

VIOLATION OF ANY OF THE PERMIT CONDITIONS MAY RESULT IN IMMEDIATE REVOCATION AND / OR FORFEITURE OF THE PARK USE PERMIT. REPAIRS OR CLEANUP BEYOND NORMAL USE WILL BE BILLED TO APPLICANT BASED ON COST OF SERVICE.

Initials of Applicant _____

I have read, understand, fully agree with and accept all responsibility for the terms and conditions of this permit.

Signature of Applicant _____

Organization Represented _____

Date _____

Initials of Applicant _____

**Bowles Metropolitan District
Revocable Park Use Permit
(to be completed by District Manager issuing Permit)**

Name of Organization: _____

Address of Organization: _____

Name of Park / Location: _____

Dates of Use: From _____ to _____

Times of Use: From _____ to _____

Approved Disapproved Date _____

Fee: (\$100 Non-refundable reservation fee & \$100 Refundable deposit)

Cash Check # _____ Other _____ Total \$ _____

Special Conditions: _____

Signature

Title

Date

WAIVER AND RELEASE FROM LIABILITY
AND AGREEMENT TO INDEMNIFY

IN CONSIDERATION of the permission granted by the Bowles Metropolitan District (the “District”) to enter upon the Property for the purpose defined in the Application for Revocable Park Use Permit, to which this RELEASE is attached and made a part, the undersigned applicant (the “Applicant”), on behalf of him/herself, and, if applicable, the organization, its members, representatives, guests, invitees and successors (the “Organization”) (where applicable, the Applicant and Organization are hereafter referred to collectively as the “Undersigned”) hereby agree as follows:

1. If executed on behalf of an Organization, Applicant states that he/she has been authorized to execute this application on behalf of the Organization.
2. That upon entering any such areas as described in the Application for Revocable Park Use Permit, the Undersigned will continuously thereafter inspect such facilities and all portions thereof, and its continued use thereof shall constitute an acknowledgement that it has inspected such facility and finds and accepts the same as being safe and reasonably suited for the purposes of the use; and further agrees and warrants that if at any time the facility is deemed to be unsafe, park officials will be notified, and use of the facility will be terminated.
3. The Undersigned **HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE THE DISTRICT**, its officers, officials, representatives and assigns from all claims, demands and any and all manner of actions, causes of action, suits, damages, claims and demands whatsoever in law, or in equity, which against the District, the Undersigned ever had, now has, or which its successors, executors or administrators hereafter can, shall or may have, for, upon or by reason of any manner, cause created by or existing out of the permitted use of the Property by the Undersigned.
4. The Undersigned **AGREES TO INDEMNIFY AND HOLD HARMLESS** the District, its officers, officials and representatives from and against any and all claims, demands and any and all manner

- of actions, causes of action, suits, damages, claims and demands whatsoever in law, or in equity, which against the District or the Undersigned, any party shall or may have for, upon or by reason of any manner, cause created by or existing out of the permitted use of the Property by the Undersigned.
5. The Undersigned expressly acknowledges and agrees that the activities at the facility are dangerous and involve risk of serious injury and/or death and/or property damage and **HEREBY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** resulting from the negligence of the District or otherwise while in or upon the facility and/or while competing, officiating, observing or working for or for any purpose participating in the event which is the subject of the application.
 6. **IN THE EVENT INTOXICATING BEVERAGES ARE SERVED OR SUPPLIED BY WHATEVER MEANS ON THE PARK GROUNDS TO THE UNDERSIGNED BY THE UNDERSIGNED OR OTHER INDIVIDUAL OR ENTITY IN ATTENDANCE, OR TO ANY OTHER INDIVIDUAL OR ENTITY IN ATTENDANCE BY THE UNDERSIGNED, THE UNDERSIGNED SPECIFICALLY ACKNOWLEDGE THAT THE TERMS OF THIS RELEASE WILL APPLY THERETO IN EVERY RESPECT. THE UNDERSIGNED HAS ACKNOWLEDGED AND AGREED THAT IT WILL BEAR COMPLETE RESPONSIBILITY, IN ACCORDANCE WITH THE TERMS OF THIS RELEASE, FOR SUCH INJURIES OR DAMAGES TO ANY PERSON OR PROPERTY WHICH MAY RESULT AND WILL INDEMNIFY THE DISTRICT FOR ANY AND ALL LIABILITY INCURRED BY IT AS A RESULT OF THE SERVICE OR SUPPLICATION OF INTOXICATING BEVERAGES ON THE PARK GROUNDS, AS STATED ABOVE.**
 7. The Undersigned expressly agrees that this Waiver, Release, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado, and further that if any part hereof is held invalid, the remainder of this Agreement shall continue in legal force and effect.

THE UNDERSIGNED HAS READ, UNDERSTANDS, AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT and further agrees that no oral representations, statements or inducements have been made.

UNDERSIGNED

Organization / Applicant

By: _____

Date

Organization / Applicant's Address:

Secondary Contact Person / Phone #