



PARK CITY RECREATION
PC MARC Gymnasium Rental Application, Waiver & Release

Applicant Name: _____ Organization/Group: _____

Primary Phone: _____ Email Address: _____

Physical Address: _____ City/State/Zip: _____

Mailing Address: _____ City/State/Zip: _____

Rental Date(s): _____ Activity: _____

Start Time: _____ End Time: _____

Check one: Full Gym Rental _____ ½ Gym Rental _____

Fees

Resident (within Park City School District boundaries):	\$65/hr (half gym \$35)
Non-resident:	\$140/hr (half gym \$80)
Special Event (8+ hours)	
Resident	\$450/day
Non-Resident	\$800/day
Non-Athletic Use	\$1400/day
Off Season Rates (May 1-Labor day):	\$50/hr (Flat fee)

Please check each box which applies to your event(s).

<input type="checkbox"/>	Volleyball Net set up	\$15 per net
<input type="checkbox"/>	Inflatable Obstacle Course (with full gym rental only)	\$65
<input type="checkbox"/>	Gaga Ball Pit (seasonal availability)	\$15
<input type="checkbox"/>	Other _____	variable \$

The following policies regarding payment and cancellations apply:

- a. Deposits: Gym reservations require a 50% deposit at the time of reservation confirmation.
- b. Final Payment: Final payment for gym use is due prior to occupancy. Stakeholder groups reserving large blocks of time will be booked and billed on a monthly basis.
- c. Cancellations: If a reservation is cancelled less than 3 business days prior to use, deposit will be forfeited. Refunds will NOT be returned to Applicants who do not use their reservation and fail to cancel as stipulated above. If, due to unforeseen circumstances, a cancellation is initiated by the Park City Recreation or MARC staff, the reservation holder will be given a 100% refund for that specific date or credit toward a mutually agreed upon future reservation.

The following policies also apply to all gymnasium reservations:

- a. Reservations. Must be made a minimum of 5 business days in advance. Upon check-in, be prepared to present a confirmation (receipt or email) to the front desk if there are any questions about your rental.

- b. Hours of Use. PC MARC hours established by PC Recreation are as follows (subject to change): M-F, 5:30am-9pm, Sat, 7am-9pm, Sun, 7am-9pm. Holiday hours subject to change.
- c. Supervision. All person(s) or groups holding a reservation shall provide gym supervision at all times. Supervisors(s) must identify themselves as such to PC MARC personnel.
- d. Conduct. No person shall engage in fighting, riotous, threatening or indecent conduct or use any abusive, threatening, profane or indecent language while on PC MARC property. Verbal or physical abuse of PC Recreation staff or coaches, players, and spectators associated with the various users will not be permitted. Anyone violating this regulation will be asked to leave the grounds immediately and may be subject to restrictions on future facility use.
- e. Court modifications. Any modification to the gymnasium or court must first be approved by PC Recreation, including but not limited to placement of soccer or lacrosse goals and lines or setting up of any temporary structures.
- f. Damage and clean up. The reservation holder shall require that all persons it is responsible for (coaches, players, spectators, and others) use the gym and PC MARC in a safe, prudent, and responsible manner and only for their usual and intended purpose. The reservation holder shall leave the gym in a clean and orderly condition. All trash shall be disposed of properly. Additional fees will be charged for damage or additional staff clean up as necessary.
- g. Sponsorship. The reservation holder shall not represent or imply that PC Recreation or the PC MARC in any way sponsors, supports, or endorses the activity for which the gym is to be used without the express written consent of Park City Recreation.
- h. Concessions. All concessions and fund-raising activities conducted on or adjacent to facilities rented in this agreement shall be subject to licensing and permitting through Park City.
- i. Alcohol. No person shall possess or use any alcoholic beverages within the PC MARC or gymnasium except as allowed by a permit issued by the proper authorities and with the prior written approval of PC Recreation.
- j. Drugs. No person shall possess or use any illegal drugs on PC MARC property.
- k. Pets. No pets allowed unless permitted by special event.
- l. Noise. The reservation does not grant permission to amplify sound or music unless approved by PC Recreation staff.
- m. Parking. Parking is not exclusive to gymnasium reservation holders.
- n. Lost and Found. PC Recreation is not responsible for personal property that is lost or stolen. A "lost and found" is maintained at the PC MARC front desk. Items will be kept a maximum of 30 days.
- o. Public Facility. The PC MARC is a public facility that has shared restrooms and equipment. All person(s) and group(s) are using the facility at their own risk.

Waiver and Release: I hereby release and discharge Park City Municipal Corporation, its officers, employees, directors and employees from and against any and all claims, actions and demands arising out of or in connection with participation in or use of City facilities or fields or School District owned fields and facilities, including, without limitation, any and all claims, cost liabilities, expenses, or judgments, including any such claims which allege negligence, including legal fees, penalties, interest and court costs incurred by Park City Municipal Corporation in defense of same, arising in favor of any party on account of claims, personal injuries, death, or damages to property and all other claims or demands, occurring or in any way incident to, in connection with, or arising directly or indirectly from user's participation in or use of any City facilities or fields.

I hereby release Park City Municipal Corporation, its officers, employees, and agents from any liability, and clearly and unequivocally agree to defend, indemnify and hold harmless Park City Municipal Corporation, its officers, employees, agents and servants from any liability arising from activities associated with participation in or use of Park City owned fields and facilities whether caused by negligence or otherwise. I understand and agree that by signing this waiver I am freeing Park City Municipal Corporation, its employees, officers or agents from any liability resulting from participation in or use of City facilities or fields. I also understand that no employee or agent is authorized to modify this waiver.

I certify that I have read the above authorization and release and I hereby state that I understand the contents, and that I know that in signing it I am signing away any right of claim for damages sustained to any user while participating in or using any City facilities or fields.

The Applicant covenants and agrees to indemnify, hold harmless and defend City, its agents and employees from all fines, suits, claims, demands, and actions of any kind, including attorney's fees, by reason of any and all of its operations hereunder and agrees to assume all the risk in the operation of the event and is solely responsible and answerable in damages for any and all accidents or injuries to persons or property associated with the event. The Applicant agrees to maintain a comprehensive general liability insurance policy, naming City as an additional insured, satisfactory to City, protecting both Applicant and City against public liability, products liability and property damage. Thirty days prior to the event, **Applicant is required to furnish a Certificate of Insurance* certifying coverage for public liability and property damage in the minimum amount of \$1,000,000 (One Million Dollars) combined single limit per occurrence, \$2,000,000 (Two Million Dollars) in the aggregate and which states the coverage as primary insurance with the City insurance policy being secondary.**

My signature acknowledges that I understand and agree to the above conditions, and that I signed this release of my own free will.

ORGANIZATION NAME _____

APPLICANT NAME _____

APPLICANT SIGNATURE _____

DATE: _____

*Certificate of Insurance should name PCMC as additional insured:

Park City Municipal Corporation
445 Marsac Avenue
Park City Utah 84060