WILLISTOWN TOWNSHIP PARKS AND RECREATION
Willistown.pa.us 610-647-5300 x224 mhundt@willistown.pa.us
688 Sugartown Road, Malvern, PA 19355

LEAGUE/TEAM FIELD USE APPLICATION & PAYMENT FORM

Please contact Willistown Parks and Recreation at mhundt@willistown.pa.us to inquire about field use availability. Make this inquiry and wait for communication back **PRIOR to filling out this application** to assure facility availability**.** Please Note: Unfortunately, the Township is not able to accommodate all field use requests. Emails are preferred for documentation purposes.

INSURANCE COVERAGE, BACKGROUND CHECKS, TOWNSHIP WAIVERS

INSURANCE COVERAGE REQUIREMENTS

1. Comprehensive General Liability Insurance with minimum limits of Two Million Dollars **($2,000,000)** per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability
2. Two Million Dollars **($2,000,000)** for General Aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
    i. Premises and/or Operations
    ii. Independent LEAGUEs/TEAMs
    iii. Broad Form Property Damage
    iv. Broad Form Contractual Coverage applicable to this specific Permit/Agreement
3. Non-Owned Automobile Liability One Million Dollars **($1,000,000)**
4. Molestation & Abuse Liability Coverage One Million Dollars **($1,000,000)**
5. Workers Compensation, if applicable
6. "Willistown Township" must be named as the additional insured. 688 Sugartown Road, Malvern, PA

BACKGROUND CHECK REQUIREMENTS

LEAGUE/TEAM shall provide proof upon the request of Willistown Township that all adults who act in the role of coaching and/or are assisted by other adults and/or engage in any other activities of the LEAGUE/TEAM who have access to minors of the LEAGUE/TEAM while on Township Property have attained the required clearances that comply with all federal and state laws regarding background checks for paid staff and volunteers.

WAIVERS REQUIRED

LEAGUE/TEAM that use Willistown Township Park fields or facilities must have their participants or, in the case of minors, their parent/guardian sign the Willistown Township Adult Activity or Youth Parental/Guardian Activity Waiver of Liability form. Or, the organization can include the waiver paragraph below on their registration form. These signed forms must be made available to Willistown Township upon request. See pages 8 & 9 for the Waivers.

Waiver Paragraph:

I, the undersigned, intending to be legally bound for myself, my heirs, executors, administrators, and assigns, hereby waive and release any and all rights and claims for damages I may now or hereafter have against Willistown Township, and their respective employees, appointed and elected officials, volunteers, and contractors for any and all damages or injuries which may be sustained by me or my family or the child for whom I am guardian arising out of my or my child's(rens) voluntary participation in programming/activities at Willistown Township's parks, trails, and/or preserves.

FIELD USE GUIDELINES

RAINOUTS:
The fields may only be used weather permitting and field conditions permitting. Please be responsible about your use of this Willistown resident owned facility. You know when the fields should not be in use and when use is causing damage. Use during inappropriate weather or field conditions is grounds for expulsion from field use without reimbursement and that team will be responsible for facility restoration costs.
The Township can not reimburse for dates that are rained out, but will attempt to reschedule your date(s), schedule permitting. There is no guarantee that dates will be rescheduled.

NO REFUNDS:
There are no reimbursements for deletions of schedule dates or dates that are unusable due to weather conditions.

MAINTENANCE:
Teams are responsible for lining the fields (no spray paint) and raking infields, etc. **Teams MUST rake the infields after each game. Divits and craters in and around the pitcher's mound and home plate must be raked and filled in. Extra Diamond Tex is stock-piled nearby.** The Township drags the fields once per week. The fields are mown once per week. Use of fertilizers, drying agents or compounds on fields is not permitted.
The Township does not supply bases, any play supplies, storage lockers or goals. As a courtesy, the Parks Department can send an email to the field use group on behalf of a team requesting to borrow goals already on site asking if there is a party willing to share their goals and giving the requesting team's contact information. That is the extent of what Willistown can do.
Teams must pick up all trash after use.
Please email any maintenance concerns to Mary at mhundt@willistown.pa.us.
Teams not following these guidelines risk expulsion from field use without reimbursement.

VENDING: No sales of food or goods may occur at the Township parks except at Mill Park by Chester Valley Little League with proper health inspections and licensing.

FIELD LOCATION:
Willistown's Rita Reves Park (formerly Garrett Mill Park), 1040 Garrett Mill Road, Newtown Square, PA 19073

FIELD USE FEES:
$25 per use up to 2 hours; $45 per use over 2 hours and less than 4 hours, $65 per use for 4 hours and more; time slots may not exceed 6 hours

NO DOGS or ALCOHOL PERMITTED

ALL TRASH and RECYCLING MUST FIT INSIDE CONTAINERS PROVIDED OR BE REMOVED FROM THE PARK BY THE TEAM/LEAGUE

WILLISTOWN TOWNSHIP PARKS and RECREATION CONTACT:
Mary Hundt, Director of Willistown Parks and Recreation: mhundt@willistown.pa.us 610-647-5300 ext. 224

CALENDAR IS YOUR PERMIT:
The Township requires you to have a copy of the approved field use calendar available while using the fields. Having just the sheet for the current week of play is acceptable as proof of your team's approved time slot.

These guidelines are subject to change at any time at the discretion of the Township.

WILLISTOWN TOWNSHIP PARKS & RECREATION
League/Team FIELD USE APPLICATION & PAYMENT FORM

FIELD:_____DATE:_____
(Rita Reves: 90' and/or 60' baseball, soccer/lacrosse U Field or L Field, or Greentree Recreation field)

SPONSOR INFORMATION

LEAGUE/TEAM

NAME:_____

CONTACT NAME: _____ EMAIL:_____

MAILING ADDRESS:_____

The Sponsor is requesting to use Willistown Township facilities and assumes full responsibility for any damages to Township equipment or property. The Sponsor will indemnify and hold harmless the Township from all personal liabilities that are caused by or due to any acts or omissions of the sponsor and its members and guests. I acknowledge that I have the legal authority to sign on behalf of the Sponsor.

_____
PRINT Sponsor's authorized signatory/agent name and title

_____
SIGN Authorized agent's signature and phone number

CHECK LIST OF ATTACHMENTS AND REQUIRED DOCUMENTATION:

- I have attached an insurance certificate naming Willistown Township as Additional Insured with coverage as outlined on page 1_____(*initial*)
- I have read and understand the Field Use Guidelines and the Chapter 96 Park and Recreation Code_____(*initial)*
- I will administer the background check requirements as stated on page 1 and will provide copies to the Township upon request _____(*initial)*
- I will comply with the Township Waiver requirements as outlined on page 1 and will provide copies to the Township upon request _____(*initial)*
- I have attached an executed copy of the Release and Indemnification Form.

FIELD USE FEE: To be **paid in full**: $25 per use up to 2 hours; $45 per use over 2 hours and less than 4 hours, $65 per use for 4 hours and more

NUMBER OF USES:

_____ up to 2 hrs @ $25.00 = _____

_____ 2 hrs+ up to 4 hrs @ $45.00 = _____

_____ 4 hrs+ up to 6 hrs @ $65.00 = _____

*6 HOUR TIME LIMIT ON USAGE

TOTAL $_____ **CHECK #:** _____

Make checks payable to Willistown Township Parks and Recreation a minimum of 2 weeks prior to play.

- Please mail your payment with all of the associated paperwork to:

  FIELD USE PAYMENTS
  WILLISTOWN TOWNSHIP PARKS AND RECREATION
  688 SUGARTOWN ROAD MALVERN, PA 19355
- You may also drop off your form and payment, as addressed above, at the Township Administration office between 8:00 AM and 4:00 PM Monday through Friday except on holidays. There is no off hours mail drop slot.
- **Notification of receipt of properly executed form and payment will be emailed – you may not use the fields until you have received this notification.**
- The final Field Use Calendar reflects agreed upon times of play. To be approved to use the field, you must submit this application properly executed, with required attachments and payment in full. **All paper work must be submitted together at one time along with payment in full.**
- Please note this application is 8 pages long—continue on to the following pages.

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WILLISTOWN TOWNSHIP
ADULT ACTIVITY WAIVER

Name of Volunteer: _____Year:_____

Address: _____

Email: _____ Phone: _____

I, the undersigned, intending to be legally bound for myself, my heirs, executors, administrators, and assigns, hereby waive and release any and all rights and claims for damages I or my family may now or hereafter have against Willistown Township and its respective elected and appointed officials, employees, and contractors for any and all damages or injuries which may be sustained by me or anyone assisting me arising out of my participation in programming at Willistown's trails, parks, and/or preserves.

_____

Signature of Volunteer Date

_____

Print Name of Volunteer Date

WILLISTOWN TOWNSHIP
YOUTH PARENTAL/GUARDIAN ACTIVITY WAIVER

NOTE: A Youth Parental/Guardian Volunteer Activity Waiver is to be filled out and signed by a legal guardian or parent of each participant under 18 years of age.

Name of Youth Participant/Volunteer:_____

Address: _____

Email: _____ Phone: _____

I, the undersigned, as parent/guardian for the participant intending to be legally bound for myself, my heirs, executors, administrators, and assigns, hereby waive and release any and all rights and claims for damages I or my family or child for whom I am parent/guardian may now or hereafter have against Willistown Township and its respective employees, elected officials, appointees, volunteers, partners, and contractors for any and all damages or injuries which may be sustained by me or my family or the child for whom I am guardian arising out of my or my child's(ren's) voluntary participation in programming/activities at Willistown Township's parks, trails, and/or preserves.

_____

Signature of Parent/Guardian Date

_____

Print Name of Parent/Guardian Date

I, the undersigned, have no objection if my child(ren) is/are included in pictures of activities that appear in the Willistown Township's newsletter, other printed materials, website(s), or in local newspapers.

_____

Signature of Parent/Guardian Date

_____

Print Name of Parent/Guardian Date

RELEASE AND INDEMNIFICATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned:

1. Represents to Willistown Township the undersigned signatories are authorized to execute this Release and Indemnification on behalf of and in the name of _____ (referred to herein as the "Sponsoring Organization") and; (Print: *Formal Team/League or Family/Company/Organization Name)*

2. That in consideration of (i) the permission granted by Willistown Township (the "Township") to the undersigned and the Sponsoring Organization, at their request, to use the Township's parks and recreation facilities (collectively the "Park"), (ii) *intending to be legally bound* hereby, the undersigned and the Sponsoring Organization, and their guests and members (collectively the "Releasing/ Indemnifying Parties") agree to be bound by the terms of this Release and Indemnification; and

3. That by execution of this Release and Indemnification, the Releasing/ Indemnifying Parties do hereby remise, release and forever discharge the Township, its elected and appointed officials, and its agents, servants and employees (the "Released/ Indemnified Parties") of and from all obligations, liabilities, causes of action, judgments, and all other claims and demands of any nature whatsoever, whether in law or in equity (collectively "Liabilities") for personal injuries or death, whether known and unknown, foreseen and unforeseen, temporary or permanent, including property damage (collectively "damages"), which accrue or may accrue or arise or result from the Releasing/Indemnifying Parties use of the Park, whether such damages shall occur as a result of the Releasing/Indemnifying Parties actions, fault, or negligence, or the actions, fault, or negligence of other users, occupiers or possessors of the Park, including the Released/Indemnified Parties; this Release also including, in addition to the foregoing, all rights of and claims for contribution from and indemnification by the Released/Indemnified Parties; and

4. The Releasing/Indemnifying Parties shall at all times hereafter indemnify and hold harmless the Released/Indemnified Parties from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and other litigation expenses) incident to any claims, suits, actions or proceedings which the Released/Indemnified Parties may hereafter suffer, incur, be put to, or pay by reason of any actions of or activities conducted by the Releasing/Indemnifying Parties in or upon the Park; and

5. In every instance where the undersigned, the Sponsoring Organization, or any other of the Releasing/Indemnifying Parties shall have notice that any claim, demand, suit or cause of action (collectively "claim") whatsoever exists, or has been asserted, or is threatened, which would or could constitute a claim hereunder to be indemnified, they shall promptly notify the Township of all of the facts within its/their knowledge with respect thereto. For its part, the Township will notify the undersigned should such facts come into its possession. The Township reserves the right, but shall not have the obligation, to contest through its own counsel, any such claim, including the right to appeal to a court of the highest appellate jurisdiction. If the Releasing/Indemnifying Parties should fail to contest or resist any such claim within a reasonable time after receiving notice thereof, but not later than ten (10) days after such notice, the Township upon becoming aware of the claim shall have the right to satisfy and discharge the same by suit, settlement or otherwise. The amount of any such claim determined to be due by way of judgment following suit, settlement or otherwise, shall become due and payable immediately by the Releasing/Indemnifying Parties to the Released/Indemnified Parties upon the Township's written demand for such payment.

By execution of these presents, the undersigned(s) do hereby bind himself/herself and itself, and the Sponsoring Organization, and its and their respective heirs, successors, executors, administrators and assigns, jointly and severally, to the terms of this RELEASE AND INDEMNIFICATION.

IN WITNESS WHEREOF, *intending to be legally bound* hereby, the undersigned have/has executed this Release and Indemnification on behalf of the Sponsoring Organization identified hereinabove this _____day of _____, 20_____for the following use(s):_____ _____, for the following year:_____, at the following location(s)_____.

_____
Sponsoring Organization
(Print: *Formal Team/League or Family/Company/Organization Name)*

By:_____
PRINT Name of Authorized Person/Officer/Title
(Person with authority to bind Family/Company/Organization to Release)

By:_____
SIGNATURE of Authorized Person/Officer
(Person with authority to bind Family/Company/Organization to Release)

PLEASE READ THIS BINDING LEGAL DOCUMENT CAREFULLY. AS A PROSPECTIVE USER OF A FACILITY OF WILLISTOWN TOWNSHIP, IT IS NECESSARY THAT YOU SIGN THIS RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT BEFORE YOU OR ANY MEMBER OF YOUR ORGANIZATION WILL BE PERMITTED TO USE A TOWNSHIP FACILITY. BY SIGNING THIS DOCUMENT, YOU, YOUR ORGANIZATION AND THE MEMBERS AND GUESTS OF YOUR ORGANIZATION ARE RELIEVING WILLISTOWN TOWNSHIP OF ANY RESPONSIBILITY FOR ANY UNTOWARD OCCURRENCE, INCLUDING PERSONAL INJURIES, DEATH AND PROPERTY DAMAGE, ARISING OUT OF THE USE OF SUCH FACILITY; AND, YOU AND YOUR ORGANIZATION ARE AGREEING TO HOLD WILLISTOWN TOWNSHIP AND ITS ELECTED AND APPOINTED OFFICIALS, AGENTS, SERVANTS AND EMPLOYEES HARMLESS FROM ANY DAMAGES RELATED THERETO, AND ARE AGREEING TO INDEMNIFY WILLISTOWN TOWNSHIP FROM AND AGAINST ALL DAMAGES, CLAIMS, LOSSES, DEMANDS, JUDGMENTS AND COSTS ON ACCOUNT OF ANY INJURY OR DAMAGES TO ANYONE USING THE WILLISTOWN TOWNSHIP FACILITY UNDER YOUR AUSPICES, WHETHER OR NOT SUCH USER IS SUBJECT TO YOUR DIRECTION OR CONTROL. YOU HAVE THE RIGHT TO SEEK THE ADVICE OF YOUR ATTORNEY BEFORE SIGNING THIS DOCUMENT.

§ 96-1. Use regulations; prohibitions.

A. No person shall be permitted in a Township park or on a Township trail except between the hours of dawn to dusk, unless a permit has been issued by the Park and Recreation Board, or its designate for such permit issuance, as hereinafter provided in § 96-4.
B. No person shall enter or leave a Township park or Trail except by entrances and/or exits provided for such purposes. Leaving the right-of-way of a trail may be considered trespassing on private property. No person shall climb on or over fences. No person shall open or enter private property through gates.
C. No person shall enter or use a toilet in a Township park set apart for the use of the opposite sex.
D. Possession, distribution or consumption of beer, ale, other alcoholic or intoxicating beverage or a controlled substance (such as are now defined or may later be defined by federal, state or Township law, act or ordinance) is strictly prohibited in or on any and all Township parks and trails.
E. No gambling or gambling device is permitted in or on any Township park or trail.
F. No abusive, threatening, indecent or profane language and/or conduct that is publicly inappropriate and/or annoying to others using Township park and trail facilities shall be permitted.
G. No person or persons shall be permitted to solicit money, or promise for the same, within the confines of a Township park or trail.
H. No horses, dogs or other animals owned or possessed by people shall be permitted within the confines of Township parks or trails, except as permitted in the Okehocking Preserve, the Serpentine Preserve, on the Duffryn Trail, and on the Fox Hollow Trail. Horses shall be permitted in the Okehocking and Serpentine Preserves in designated areas shown on the Okehocking Preserve and Serpentine Preserve recreation maps, if attended and under control at all times. Properly licensed dogs shall be permitted in the Okehocking and Serpentine Preserves and on the Duffryn and Fox Hollow Trails if they are on a leash not exceeding six feet in length and if attended and under control at all times. Dogs shall be permitted in Okehocking Preserve off of leashes only in designated areas as approved by resolution of the Board of Supervisors from time to time and shown on the Okehocking Preserve recreation map, if attended and under control at all times. For the purpose of this subsection, the term “dogs” does not include guide dogs or other dogs which are assisting handicapped persons and are controlled by the use of a harness or other restraint. Owners or handlers of a dog shall be responsible for the prompt and complete removal of their excrement by immediate disposal of pet waste bags in a trash receptacle (if provided) or removal from the premises.

I. Use of vehicles and equipment.

(1) No person shall drive, operate or park any vehicle (motor- or self-propelled) in any portion of a Township park or trail except in spaces specifically set aside and marked for parking purposes; and no person shall occupy a parked motor vehicle after dark within a Township park or trail parking area except with the exterior parking lights and interior lights turned on and in operation.

(2) Use and operation of bicycles, go-carts, remote-controlled vehicles, skateboards, roller blades, aircraft, including but not limited to model aircraft, amateur rockets, unmanned aircraft systems, ultralight planes, remote-controlled planes and hot-air balloons, and/or other motorized and/or non-motorized devices employing wheels and/or blades of any kind (metal, wooden, plastic, rubber, etc.), except for baby strollers, is strictly prohibited on Township park basketball courts, tennis courts, volleyball courts, picnic areas, ball fields or any other portion of any Township park or trail without express approval of the Board of Supervisors. Motor vehicles, with the exception of motorized wheel chairs and vehicles connected with official Township business, are prohibited.

See Ord. No. 8-2016 regarding use and operation of model aircraft, amateur rockets, unmanned aircraft systems and flying objects of a similar nature in Willistown Township.]

J. No person, other than Township active duty police officers employed in the execution of their duties, shall discharge a firearm in a Township park or trail. Wildlife management practices in Township parks are permitted only with written approval of the Board of Supervisors and Willistown Township Police Department notification.

K. Littering is prohibited, and all refuse shall be placed in trash receptacles (if provided) or removed by the person(s) generating the refuse. Grass clippings, brush and other debris from private property may not be discarded or otherwise placed anywhere on Township park or trail property, including trash receptacles.

L. Vandalism to park and trail property and facilities, including defacing or damaging park or trail property (permanent or temporary), disturbing wildlife and disturbing/destroying/removing vegetation, is prohibited. No person shall climb a tree nor shall any person foul and/or otherwise contaminate any body of water in any Township park or on any Township trail at any time. No person shall remove equipment from the parks or trails or move such equipment from its designated location.

M. No person shall injure, deface or destroy any public signs, ordinances or other official Township notices posted in a Township park or on a Township trail.

N. No advertisement, placard or notice, except official authorized notices, shall be posted and/or distributed in a Township park or on a Township trail.

O. Picnicking or loitering on trails adjacent to residential areas is prohibited.

P. No person shall light or permit a fire to burn in a Township park or on a Township trail except in a permanent fireplace provided for such purposes. Portable grills are permitted in designated areas only with written permission from the Township. Ceremonial fires are permitted only with written consent of the Township and must be

constantly attended. Responsibility for such fires shall be solely that of the person or persons starting and/or using the fire. Township-supervised burning is permitted for natural resource management.

Q. The playing of golf, or the hitting of golf balls, is strictly prohibited at all times in any Township park or on any Township trail.
R. Smoking is not permitted in any Township park or on any Township trail. Remediation of any damage caused by smoking in the parks or on the trails will be at the expense of the person responsible. In addition to other fines and penalties, the Township may collect the cost of repair of any damage caused by smoking, together with the penalty, against the person causing the damage.
S. Swimming or wading in any body of water is strictly prohibited in any Township park.
T. Sound amplification equipment is permitted only with written permission from the Township.
U. Use of a Township park or trail for any of the following purposes is prohibited, unless a permit is first obtained from the Township Park and Recreation Board, or its designate for such permit issuance, as hereinafter provided:
   (1) Sales of merchandise of any kind.
   (2) Use of fireworks or other explosives.
   (3) Musical, theatrical or other entertainment.
   (4) Overnight camping.
   (5) Parties, meetings and/or gatherings comprised of 25 or more persons.
   (6) Conducting fee-based programming
   (7) Field use for organized sports.
V. Person(s) undertaking activities permitted with written permission from the Township must have a copy of the written permission on them at all times while undertaking approved activities.

§ 96-2. Enforcement.

The Police Department shall enforce the regulations herein set forth and shall exercise general supervision over persons and property in any Township parks or trails.

§ 96-4. Permits. [Amended 2-27-2006 by Ord. No. 1-2006]

Permits for use of Township park(s) and field(s) shall be issued in behalf of the Township by the Township's Park and Recreation Board and/or designated Township park and recreation staff. The permit holder must have a copy of the permit approval on hand during permitted activities. The Township, upon recommendation from its Park and Recreation Board, may enact a fee schedule for such permits. All moneys received from these fees will be entered into the Township's Park and Recreation Fund and be designated for Township park maintenance and improvements, appropriate Township-sponsored recreation programs held within the confines of its parks and trails or at other sites and facilities approved by the Township.