



Regional Park Special Event Application for Special Use

Waiver and Indemnity Clause

The Applicant acknowledges and covenants to use the _____ Regional Park at its own risk and agrees that the Peace River Regional District has made no warranties or representations respecting the suitability or condition of the premises.

The Applicant agrees that releases and saves harmless the Peace River Regional District and their officers, elected officials, employees, servants, agents, heirs, successors and assigns from and against all demands and claims, which the Applicant may have, now or in the future, in relation to this Application, the Facility or the Applicant's use or occupancy of the Facility.

The Applicant further indemnifies and saves harmless the Peace River Regional District and their officers, elected officials, employees, servants, agents, heirs, successors and assigns from and against any and all losses, claims, costs, expenses, damages, liabilities, causes of action, actions, suits and judgments including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the Regional District, its officers, directors, employees, agents and shareholders arising, directly or indirectly, out of:

- i. any breach of any obligation set forth in the Application or through a required rental agreement to be observed or performed by the Applicant;
- ii. any act, omission, or negligence of the Applicant, its members, officers, directors, employees, agents, contractors, subcontractors, subtenants, licensees, guests, invitees or others for whom it is responsible;
- iii. any damage to property occasioned by the Applicant's use and occupation of the Facility or any injury to person or persons, including death, resulting at any time from the Applicant's use and occupation of the Facility and Grounds; or
- iv. the granting of a rental agreement to be observed or performed by the Applicant.

The release and indemnities in this Waiver and Indemnity Clause shall survive any termination of the Applicant's use and occupation of the Facility.

Applicant Name

Applicant Signature

By typing your name in the box above, it will be considered a signature.

Date

diverse. vast. abundant.

APPLICANT INFORMATION

Organization:	Representative Name:
Email:	Phone:
Mailing Address:	
City:	Postal Code:

PARK USE INFORMATION

Name of Park:	
Describe the area of the park that you intend to utilize:	
Event Name <i>(if applicable)</i>	No. of Participants/Invitees/Spectators:
Dates Requesting Use:	
Event Start Time:	Event End Time:
Provide a brief description of event:	
Map/Sketch of Location and Layout of Use <i>(if applicable)</i> ATTACHED [] Yes	
Damage Deposit Paid: \$ _____	Date of Damage Deposit:

INSURANCE & LICENSES

Minimum \$3,000,000 Liability Insurance: ATTACHED [] Yes	
Minimum \$5,000,000 Party Alcohol Liability Insurance: ATTACHED [] Yes [] Not Applicable	
Insurance names the Peace River Regional District as additional insureds? [] Yes	
Special Events Permit or Beer Garden Liquor License: [] Yes [] Not Applicable	
# of Individuals with Serving It Right []	
Emergency Plan ATTACHED [] Yes	# of Licensed First Aid Attendants On Site []

PERMIT FEES

	Fee	Total
<input type="checkbox"/> Special Event Fee	\$250	_____
<input type="checkbox"/> Damage Deposit	\$500 for special use with 50 people or less	_____
<input type="checkbox"/> Damage Deposit	\$750 for special use with 51 people or more	_____
TOTAL FEES OWED:		<div style="border: 1px solid black; width: 60px; height: 20px; display: inline-block;"></div>

CLEANING/REPAIRS/REPLACEMENT FEES

All costs for damages and repairs will be deducted from the damage deposit. Should the extent of repairs or replacement of damaged buildings/land/property exceed the damage deposit rate, the Applicant will be responsible for additional costs. The following fees will be deducted from the damage deposit if not left in a clean and tidy condition, free of debris and damage by the Applicant at the end of use:

- | | |
|---|------------------------------------|
| <input type="checkbox"/> General Maintenance | \$50 per hour |
| <input type="checkbox"/> Damage to equipment | actual repair or replacement costs |
| <input type="checkbox"/> Damage to property/lands/buildings | actual repair or replacement costs |

I understand and acknowledge the fees noted above and agree to abide by all applicable requirements of other relevant bylaws as well as regulations of other government bodies and local authorities that may apply in the circumstances.

Applicant Name (please print)

Date

Applicant Signature

By typing your name in the box above, it will be considered a signature.

PRRD Authorized Personnel (please print)

Date

PRRD Authorized Personnel Signature

By typing your name in the box above, it will be considered a signature.