



# CITY OF BAY CITY PARKS & RECREATION DEPARTMENT

OFFICE HOURS: MONDAY - FRIDAY 8 A.M. - 5 P.M.  
RESERVATION HOURS: MONDAY - FRIDAY 8 A.M. - 5P.M.  
FACILITIES RESERVATIONIST: (979) 323-1660  
MAIN OFFICE (979) 323-1660

1209 10 STREET, BAY CITY, TEXAS 77414

HOME PAGE: [WWW.CITYOFBAYCITY.ORG](http://WWW.CITYOFBAYCITY.ORG)

## FACILITY USE POLICY AND AGREEMENT

**OCTOBER 2022**

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## **Section 1. Purpose**

- 1.1 This document sets forth the policies and procedures that govern allocation and use of City of Bay City (“City”) recreational facilities with the goal of fair, equitable and efficient allocation of use among all users.
- 1.2 The City develops and maintains recreational facilities, athletic fields and parks to serve the resident of Bay City. Priority use of all City facilities is reserved for the public unless use is permitted to a Recognized User that developed and maintained the facility and fields. In that situation, public use is permitted and scheduled around the Recognized User’s Permitted Operations. Any reservation of City facilities will be limited and scheduled around normal operating hours.
- 1.3 The Parks and Recreation Department (“PRD”) is authorized to grant approval for usage and to schedule activities in accordance with the City’s established policies and procedures. The PRD will maintain a schedule for use of City facilities and has the authority to make changes to the schedule as necessary. This permitting process shall replace any and all agreements which are expired, terminated or in need of modification.

## **Section 2. Definitions**

- 2.3 “City” means City of Bay City including officials and employees.
- 2.5 “Historical use” means a history established by the ongoing use of a specific facility by a group during a designated time frame or season that has occurred more than one season
- 2.6 “Non-Profit Organization” means a nonprofit organization if they are currently recognized as exempt from federal income tax under section 501 (c) of the Internal Revenue Code (IRC) or meets the requirements of the Nonprofit Organizations Policy and/or is another governmental agency.
- 2.7 “Non-Resident” means any individual who does not reside within the City municipal boundaries.
- 2.8 “Recognized Users” - are groups that have obtained Recognized Status as defined below.
- 2.9 “Non-Recognized Users” are groups or individuals that have not obtained Recognized Status as defined below.
- 2.10 “Recognized Status” means status is established through the submission of all documentation that support a group’s claim as a locally based, Non-Profit Organization within Matagorda County, and upon recognition becomes Users, as defined below.
  - A. “Recognized Closed Non-Profit Organized Youth Sports Associations” (“Closed YSA”) means a sports association that limits participation based on skill level, tryouts or

charges regular monetary dues.

B. “Recognized Open Non-Profit Organized Youth Sports Associations” (“Open YSA”) means a sports association open to all City of Bay City youths that meet the age, grade or weight requirement.

- 2.11 “Sports Associations” means a group organized for the purpose of providing recreational athletic programs and opportunities.
- 2.12 “Users” shall mean any and all groups utilizing facilities regardless of recognized status.
- 2.13 “Director” means the Director of PRD or designee
- 2.14 “Self-certification” requires that the Recognized User’s President attest in notarized affidavit that the organization is in compliance with the provision the self-certification is provided for.
- 2.15 “Permitted Operations” means those Permissible Activities, as defined by Section 3 below, of a Recognized User which are scheduled according to the provisions of Section 6, below.

**Section 3. Permissible Activities**

- 3.1 Approved activities include organized athletic activities including related practices, games, tournaments or instructional programs for Users.
- 3.2 Additional approved activities include classes, special events and rental by groups and businesses.
- 3.3 The hours of facility use for each facility will be determined by the City and are subject to change at the Director’s discretion.

**Section 4. Priority of Use**

- 4.1 The City has a limited number of facilities available for use by Users. The City will use the following criteria and a priority schedule and/or permitting as follows:
  - a) City of Bay City programs and events
  - b) Bay City ISD events
  - c) Recognized Open Non-Profit Organized Youth Sports Associations
  - d) Recognized Closed Non-Profit Organized Youth Sports Associations
  - e) Matagorda County based ISD events
  - f) Resident, Non-Profit Adult Organizations
  - g) All other uses
- 4.2 In the event two organizations have established Historical Use, the group with the longer

history of use will be given preference.

4.3 All other scheduling conflicts will be resolved at the Director's discretion.

## **Section 5. Sports Association Recognized Status**

5.1 The following requirements must be met for a Sports Association to be approved by the City:

- a) Must be located in Matagorda County.
- b) All Sports Associations must submit proof of not for profit status pursuant to §501(c)3 of the Internal Revenue Code or self-certify as a not for profit organization as a Bay City based organization. An organization's articles of incorporation or other documents shall be submitted with self-certification affidavit;
- c) Self-certification that fifty-one percent (51%) of each organization's membership must include Bay City residents. Rosters of names and addresses of participants will be used to verify this percentage. If a group has less than 51% City residents, athletic facility space will be allocated to those organizations based on Section 4, Priority of Use.
- d) Provide a copy of the by-laws, policies and regulations;
- e) Proof of insurance as provided for in Section 9, naming the City as an additional insured;
- f) List of all board members which contains current contact information (phone number, email address and mailing address);
- g) List of all coaches and coaching staff which contains current contact information (phone number, email address and mailing address);
- h) Proof of criminal background check on each coach, coaching assistant or related staff member indicating no adverse record;
- i) The organization's written code of conduct for athletes, spectators, and coaches that emphasizes the importance of good character and specifies ethical obligations and sportsmanship expectations;
- j) Signed statement of athletic facility compliance

5.2 Requests for recognized status may be submitted in conjunction with seasonal facility scheduling request.

5.3 Failure to maintain the required insurance shall result in the immediate cancellation of scheduled facility use.

5.4 The City reserves the right not to issue authorization for reservation approval or revoke authorization for reservations of groups that have demonstrated refusal to comply with these regulations. Subject to appeal process in Section 26.

5.5 Recognized Users will be required to resubmit an application annually to confirm compliance with the terms of this permit and status as an ISD or non-profit organization. Renewal of recognized status may be completed by self-certification that all requirements

are still met. Any updated information that is required for recognized status shall be submitted with the affidavit along with current insurance certificate.

## **Section 6. Seasonal Facility Scheduling**

- 6.1 All Recognized Users are required to submit a written request for seasonal use of facilities ninety (90) days prior to the start date of any requested facility use. Request for seasonal facility scheduling may be submitted in conjunction with requests for recognized status.
- 6.2 All requests for seasonal scheduling must include the following information:
- a) Tryout, practice and competition schedules;
  - b) Designated contact person and current information (daytime and evening phone numbers, email address and mailing address);
  - ⇒ Signed statement of groups annual budget and finances-
- 6.3 All Users are required to notify the Director of any changes in the above listed information within 10 business days of change.

## **Section 7. Facility Use Permit by Non-Recognized Organizations**

- 7.1 Groups or individual seeking reserved use of city athletic and pool facilities may do so by submitting a completed facility reservation form. Reservations are subject to the approval of the Director and the following conditions:
- a) Applicant must be a Bay City resident;
  - b) Request does not conflict with previously scheduled events or seasonal scheduling;
  - c) Request is made no more than thirty (30) days in advance and no less than five (5) working days of requested date(s);
  - d) All fees must be paid five (5) working days in advance of requested date(s);
  - e) Signed waiver of liability as set forth in Section 11.
  - f) Signed statement of groups annual budget and finances.
- 7.2 Facilities will be rented “as is”. Other arrangements (lane lines, backstroke flags, chalking, lining, dragging field, nets, flags, bases, etc.) are the responsibility of the applicant and at their expense.
- 7.3 Non-Recognized Users renting swimming pool facilities must install lane lines and backstroke flags prior to their scheduled practice time and meets and must remove lane lines and backstroke flags immediately after practice times and meets unless prior arrangements have been made with the Director.

7.4 Applicant shall leave the facility in the same condition (i.e. if upon arrival, lines were chalked at a baseball field then lines must be re-chalked after use). Failure to comply with this provision may result in loss of future use and/or loss of deposit, if any was required.

## **Section 8. Special Use of Facilities**

8.1 The City reserves the right to host athletic leagues, special events and programs at all public facilities. Sports Associations will be notified in advance of any special events or programs that may conflict with their scheduled use..

8.2 Users must request approval to host clinics, workshops or other programs to be conducted by a group other than the user. A written request must be submitted to the City ninety (90) days prior to the anticipated event date. Application made within ninety (90) days of the anticipated event date may be approved with good cause. Users will be required to name the other group or agency as an additional insured on their insurance policy or provide proof of other insurance provided by the outside organization sufficient to protect the interest of the City.

## **Section 9. Insurance**

9.1 Recognized Users must provide proof of insurance in the minimum amount of \$1,000,000 for accidental death and dismemberment and \$100,000 accident and medical expense coverage with the City named as an additional insured. Failure to maintain the required insurance shall result in the immediate cancellation of scheduled facility use.

## **Section 10. Facility Usage Fees**

### **10.1 Employee Assistance**

All users will be required to pay \$15.00 per hour for usage when City Employees are needed to assist with an activity. An invoice for usage will be sent at the end of the season and the balance due is payable within 30 days of date of invoice.

### **10.2 Lifeguards**

Swim Teams - State law requires that a certified or licensed lifeguard **and** a pool watcher (CPR and First Aid Trained) be on duty with proper rescue equipment during tryouts, swim practices, meets and parties. **These must be in addition to coaches.** The Sports Association may hire their own lifeguards to work during practice and meets. Any guards hired by the Sports Association are NOT considered employees of the City of Bay City and therefore are not entitled to any employee benefits.

ISD Swim Teams - the City will require in lieu of lifeguards that coaches be AED, CPR and First Aid trained as well as have completed the American Red Cross Safety Training

for Swim Team Coaches Course during **swim practices ONLY**. State law requires that a certified or licensed lifeguard **and** a pool watcher (CPR and First Aid Trained) be on duty with proper rescue equipment during tryouts, meets and parties. **These must be in addition to coaches**. The ISD may hire their own lifeguards to work during tryouts, parties and meets. Any guards hired by the ISD are NOT considered employees of the City of Bay City and therefore are not entitled to any employee benefits. City lifeguards can be requested through the PRD at (979) 323 - 1660. The cost is \$35 per hour for two guards and one manager. Cost are subject to change based on the City's annual review.

### 10.3 Utilities

When a facility is used exclusively by a single User, electric utilities shall be placed in the name of that User. Costs may be shared if additional organizations are using the same facility. Other utilities where the City is exempted from fees shall be provided at no cost to the User, otherwise, that utility shall be placed in the name of that User.

## Section 11. Waiver of Liability

- 11.1 All Users must sign a waiver of liability agreeing to indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of this agreement and/or arising out of a willful or negligent act or omission of the contractor, its officers, agents, and employees.
- 11.2 An original signed copy must be on file for review by the City prior to the start of any scheduled activity.

## Section 12. Facility Keys

- 12.1 When applicable, keys will be provided to the storage buildings, restrooms and gates. A maximum of three (3) keys will be issued for a facility. The City reserves the right to re-key all buildings.
- 12.2 Unauthorized duplication of keys will result in the immediate revocation of current and future use.
- 12.3 All keys issued for seasonal facility use shall be returned within five (5) business days of the conclusion of the season. In the event access to facilities is required after the schedule seasonal use has ended, contact PRD Administration to arrange entrance to the facility.

- 12.4 The City shall be notified immediately in the event of lost or stolen keys. The City will immediately rekey the facility and the responsible Users will be invoiced for the cost of the rekeying. The amount will be due within thirty (30) days of the invoice.

### **Section 13. Maintenance of City Facilities**

- 13.1 In order to conduct preventative maintenance or emergency repairs, the City reserves the right to close its facilities at any point during the year. All maintenance and repairs will be conducted at the discretion of the Director.
- 13.2 The City is prohibited from providing maintenance or upkeep to property or facilities that are not owned by the City.
- 13.3 All Users will be responsible for and bear all costs associated with the operations and maintenance of all league, season or sport specific upkeep to the facility (i.e. lane lines, backstroke flags, chalking boundary lines, dragging infields, mowing, screening, etc.) and shall furnish their own equipment, materials and supplies for operating their games and events (i.e. lane lines, backstroke flags, chalk, officials, bases, first aid kits).
- 13.4 All Users shall report any hazardous or dangerous conditions to the City.
- 13.5 All requests for maintenance or repairs must be submitted on a Service/Work Order Request form. Completed forms can be submitted by delivery to the main office, faxed to (979) 323-1672 or emailed to [parks-rec@cityofbaycity.org](mailto:parks-rec@cityofbaycity.org). Emergency request can be called in to (979) 323-1660. A copy of the form is attached.

### **Section 14. Storage**

- 14.1 The City may determine and allot limited storage building space each season based on availability and at the Director's discretion.
- 14.2 The signed Waiver of Liability designated in Section 11.1 shall be construed to include any loss or damage related to equipment or materials stored on City property. An on-site facility inspection will be conducted prior to and at the end of each season.
- 14.3 The City reserves the right of entry at any time and reserves the right of priority use at all times.
- 14.4 Storage of flammable, hazardous, or toxic substances or material is prohibited.

- 14.5 All supplies and equipment must be stored in a manner that does not block access to facility equipment such as air conditioners, ice machines, breaker panels, filters, pump motors, chemical systems and chemicals, etc. Written Notice of improperly stored items will be provided and the responsible party will be given twenty four (24) hours from receipt of notice to either remove all items from the storage area or rearrange items for compliance with this provision.
- 14.6 All air conditioned facilities must be maintained at temperatures set by the City. Pool temperature will remain set at a settled upon temperature between all user groups. Only the Director or designee will change the temperature on the pool heater.
- 14.7 All supplies and equipment must be properly stored in designated areas.
- 14.8 All User's supplies and equipment (unless agreed upon) must be removed at the end of each season.
- 14.9 Any repairs stemming from damages incurred by the Users of the facilities will be repaired and invoiced to the Users. All payments will be due within thirty (30) days.

**Section 15. Concessions**

- 15.1 Users may operate their own food and beverage concessions provided that all applicable permits are obtained and all City ordinances, rules and regulations, including but not limited to health laws are complied with.
- 15.2 Users must have their **Food Handlers Course Certificate to sell concessions at any facility.**

The Food Handlers Course can be taken on-line at <http://texas.foodhandlerclasses.com>.

**Section 16. Parking**

- 16.1 The City will enforce all traffic and parking laws and regulations.
- 16.2 "No Parking" and Handicapped parking spaces/areas are designated by posted signs provided by the City and will be strictly enforced.
- 16.3 Except for emergency vehicles or delivery vehicles or maintenance equipment, no motorized vehicles are permitted outside of designated parking areas, storage facilities and roadways.

## **Section 17. Restroom Facilities**

- 17.1 Restroom facilities or portable toilets are available at most city parks.
- 17.2 All Users are responsible for cleaning restrooms within a facility after each use.
- 17.3 The City will provide cleaning and maintenance at all other times.

## **Section 18. Emergency and Accidents**

- 18.1 All accidents requiring emergency medical attention shall be reported to the Director no later than the next business day.
- 18.2 After hours emergencies requiring immediate facility or property repairs should be reported to the Bay City Police Department at (979) 245 – 8500. The Police Department will notify on-call personnel of the emergency.

## **Section 19. Signs**

- 19.1 All signs must be routinely inspected for damage and repaired, replaced or removed within five (5) days if needed. Additionally at the end of each season signs should be reviewed for needed updates, repairs or removal. Inspection will be done by Director or designee. For Users with year-round use, signs may remain up as long as they are routinely inspected for damage and removed, if necessary.

## **Section 20. Vandalism**

- 20.1 Users with access facilities are required to ensure all doors, windows, or any other point of entry are secured prior to leaving the building. Failure to do so may result in the City assessing the costs of vandalism repairs to the Users or revocation of use.
- 20.2 In the event of vandalism to City facilities, the City will conduct an investigation and if it determines that the Users failed to properly secure the building, the City may assess the costs of vandalism repairs to the user or non-recognized organization or revoke use of City facilities. A copy of the investigation shall be provided to Users at the completion of the investigation. If a disagreement arises regarding the investigation findings, the organization may make a written appeal to the City by delivering the appeal to the City Secretary for placement on the next City Council Meeting Agenda in accordance with Section 26.

- 20.3 The City will not be responsible for replacing supplies or equipment or repairing any equipment that is not owned by the City.

## **Section 21. Capital Improvement Projects**

- 21.1 Sports Associations wishing the City to consider funding specific capital improvement projects should submit in writing a detailed description of the type of project for consideration (i.e., two additional youth soccer fields, new overhead lights at pool). Written requests should be submitted to the Director, by March 1, for consideration in the following fiscal years' program budget. The City of Bay City's fiscal year runs October 1 - September 31. Approval of projects is based on priority need and available funding as determined by the City of Bay City.

## **Section 22. Enhancements**

- 22.1 Users will not install, build or perform or any type of facility or property improvements without the express written consent of the City. Requests for improvements must be submitted in writing to the Director at least ninety (90) days prior to the desired date of performing the improvement. All requests require approval of the Director.
- 22.2 Any improvements attached to a facility or real property (i.e. shelving, storage shed) shall be considered a permanent fixture and becomes property of the City.
- 22.3 The placement of temporary fixtures (i.e. portable lights, sports equipment, garbage cans) must also be approved prior to placement and use.

## **Section 23. Facility Operations Fee**

- 23.1 Sports Associations shall be required to pay an annual fee of \$1,000 for an athletic field facility or \$3,000 for a pool facility to assist with operational costs.

## **Section 24. General Regulations**

- 24.1 Weather Policy: Facilities will be closed during storms and other inclement weather watches or warnings at the discretion of the Park Staff on duty. The facility will not open if such conditions are present. After closure of a pool for such conditions, the pool will not re-open for a minimum of thirty (30) minutes after the last sight of lightning or hearing of thunder.

24.2 All rules must be followed by all participants, volunteers, coaches, board members and spectators. Rules may be found in Chapter 70 in the Bay City Code of Ordinances.

### 24.3 Pool Rules

1. Lifeguard must be present at all times pool is in use
2. Walk - don't run
3. Sports equipment in the pool must be approved by Parks Director or designee
4. Only approved swim suits allowed in pool - no cut-offs or leotards
5. No food, drinks or gum in or around pool deck area
6. No glass containers allowed in pool area
7. PETS ARE NOT ALLOWED IN THE POOL AREA, UNLESS:
  - a. They are on a leash;
  - b. They are documented as a service animal and documentation is provided upon request.
  - c. Any aggressive animals or animals off leash will be reported to animal control.
8. The consumption of alcoholic beverages, tobacco products or use of illegal drugs by swimmers, volunteers, coaches, directors or spectators is prohibited in the pool area
9. Smoking is allowed outside of the pool facility but not within 50 feet of any fence or building.

24.4 Any uncorrected breach of rules or Facility policies shall be grounds for immediate termination of this Agreement and/or expulsion of user and user's guests, at the sole discretion of the Director, subject to section 26.

## **Section 25. Violations and Penalties**

25.1 The Director or their agent reserves the right to terminate any tryout, practice or meet or revoke authorization for facility use if the User or any other group is in violation of any written policies and usage rules.

## **Section 26. Appeal Process**

26.1 All applicants and Users shall follow this appeal process.

26.2 Appeals from decisions made by Director or agents shall be made to the City Council, in writing, and delivered to the City Secretary within fourteen (14) days of the notification of

decision. The appeal shall be placed on the next available council meeting, unless otherwise negotiated by Users, Director and City Secretary.

26.4 The decision of City Council is final.

**APPENDIX A**

**CHECKLIST FOR SPORTS ASSOCIATIONS  
USE OF ATHLETIC FACILITIES**

- Application submitted 90 days prior to planned use.
- Application dates span no more than one season, six months duration (i.e., Winter, Spring, Summer, Fall, Jan-June or July-Dec.) or one year.
- City of Bay City is named as an additional insured on the certificate of insurance.
- List of association's board of directors is enclosed with names and addresses (YSA only).
- Tryout, practice and game schedules are enclosed
- Contact person's name, title, address, home and work phone numbers are included.
- Signed statement of athletic facility policy compliance is enclosed.
- Signed waiver of liability is enclosed.
- Copies of Certifications.
- Keys issued.

\_\_\_\_\_  
Signature of Parks and Recreation Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association Representative

\_\_\_\_\_  
Date

**APPENDIX B**

**STATEMENT OF COMPLIANCE**

I, \_\_\_\_\_ (President, Executive Director) representative for  
\_\_\_\_\_ (the Organization) have received and agree to abide by the procedures and  
guidelines as established in the document “City of Bay City Facility Use Policies.”

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPENDIX C**

**ORGANIZATION WAIVER OF LIABILITY**

The undersigned applicant, individually, and/or as agent for the organization known as,

\_\_\_\_\_

does agree and shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney’s fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the resulting agreement and/or arising out of a willful or negligent act or omission of the Sports Association or Organization, its officers, agents, and employees. It is understood and agreed that the Sports Association and any employee or its contractor shall not be considered an employee of the City. The Sports Association or any of its employees shall not be within protection or coverage of the City’s workers’ compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all Sports Association’s employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City, harassing, or is found to interfere with the effective and efficient operation of the City’s workplace. In the event a claim would be made by any third party, including a member of an organized team, the undersigned individually, and/or as agent of any organization as herein named, agrees to fully cooperate with the City of Bay City, its insurance carriers or any other person or organization designated by the City to investigate such claims, and to provide such information as shall reasonably be necessary and/or required. In connection herewith, the organization also agrees to obtain from each member of the organized team a signed statement agreeing to hold the City of Bay City harmless from any claim whatsoever growing out of the use of City facilities.

SIGNATURE OF APPLICANT: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_ DATE: \_\_\_\_\_

SEASON: SUMMER FALL SPRING YEAR ROUND (MUST HAVE A MINIMUM OF TWO FULL SEASONS A YEAR)

**APPENDIX D**

**CITY OF BAY CITY, TEXAS  
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT  
(This is page one of a two page document)**

1. In consideration for receiving permission to participate in the volunteer activities offered through City of Bay City (“the City”), including any activities within its Departments, programs, facilities or on any property or part within the City, I/we, \_\_\_\_\_ (individual/organization) hereby release, waive, discharge and covenant not to sue the City, its officers, servants, agents, employees and insurers, including but not limited to the Texas Municipal League Intergovernmental Risk Pool (hereinafter referred to as “releasee”) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the releases, or otherwise, while participating in the activities, or while in, on or upon the premises where the activities are being conducted, while in transit to or from the premises, or in any place or places connected with the activities.
2. I/we am fully aware of risks and hazards connected with being on the premises and participating in the activities, and I am fully aware that there may be risks and hazards unknown to me connected with being on the premises and participating in the activities, and I hereby elect to voluntarily participate in the activities, to enter upon the above named premises and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me and my property. I voluntarily assume full responsibility for any risks or loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my being a participant in the activities, whether caused by the negligent of releasee or otherwise.
3. I/we further hereby agree to agree and shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney’s fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the resulting agreement and/or arising out of a willful or negligent act or omission of the Sports Association or Organization, its officers, agents, and employees. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releasee.

In signing this release, I acknowledge and represent that:

- A. I/we have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed;
- B. No oral representation, statements or inducements, apart from the foregoing written agreement have been made;
- C. I/we am at least eighteen (18) years of age and fully competent or if a minor my parent(s) or guardian(s), by their signatures below, indicate they have fully read and understand this waiver and indicate, on behalf of their minor child, their full and unqualified consent to the terms of this waiver; and

CITY OF BAY CITY, TEXAS  
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT  
(This is page two of a two page document)

- D. I/we execute this Release for full, adequate and complete consideration fully intending to be bound by same.
- E. I/we acknowledge that I/we will not be entitled to any compensation for my services, I/we will not be an employee of the City, and I/we will not be entitled to any benefits from the City.
- F. I/we understand and agree that no particular hours of service are guaranteed for the volunteer work at the City's \_\_\_\_\_, that the City may determine at any time that is no longer needs such volunteer services performed, and that I may decide at any time to end my volunteer activities for the City.

Participant Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Signature of Parent or Guardian (if under 18): \_\_\_\_\_

Name Printed: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness Name Printed: \_\_\_\_\_

Date: \_\_\_\_\_

Organization: \_\_\_\_\_

INTERNAL USE ONLY:

See Attachment - City listed as an additional insured verified.

Participation APPROVED:

By: \_\_\_\_\_

Title: \_\_\_\_\_

**APPENDIX E**

**CAPITAL PROJECT REQUEST FORM**

NAME OF FACILITY: [Click here to enter text.](#) \_\_\_\_\_

PROJECT NAME: [Click here to enter text.](#) \_\_\_\_\_

SUBMITTED BY: [Click here to enter text.](#) \_\_\_\_\_ TITLE: [Click here to enter text.](#) \_\_\_\_\_

ORGANIZATION NAME: [Click here to enter text.](#) \_\_\_\_\_

PROJECT PRIORITY (1, 2, AND 3 ETC): [Click here to enter text.](#) \_\_\_\_\_

ESTIMATED COST OF PROJECT: [Click here to enter text.](#) \_\_\_\_\_

CONSEQUENCES IF NOT FUNDED: [Click here to enter text.](#) \_\_\_\_\_

\_\_\_\_\_

DESCRIPTION OF PROJECT: [Click here to enter text.](#) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX F**

**FACILITY RESERVATION FORM**

APPLICATION DATE: \_\_\_\_\_

NAME OF ORGANIZATION: \_\_\_\_\_

REPRESENTATIVE'S NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

E-MAIL: \_\_\_\_\_

DAYTIME PHONE: \_\_\_\_\_ EVENING PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

ATTACH LEAGUE SCHEDULE TO THIS FORM

RESERVATION CONFIRMED BY: \_\_\_\_\_  
PARKS & RECREATION DIRECTOR

DATE: \_\_\_\_\_

**APPENDIX G**

**SPORTS ASSOCIATION WORK REQUEST**

*ALL SPORTS ASSOCIATION REQUESTS FOR ANY SERVICE MUST BE PROPERLY SUBMITTED USING THIS FORM IN THE MANNER DESCRIBED BELOW FOR CONSIDERATION*

FACILITY: [Click here to enter text.](#)\_\_\_\_\_

SPECIFIC MAINTENANCE ISSUE (BRIEF DESCRIPTION AND LOCATION):  
[Click here to enter text.](#)\_\_\_\_\_

REQUESTED BY: [Click here to enter text.](#)\_\_\_\_\_

ORGANIZATION: [Click here to enter text.](#)\_\_\_\_\_

CONTACT PHONE NUMBER: [Click here to enter text.](#) OTHER PHONE/FAX: [Click here to enter text.](#)  
E-MAIL: [Click here to enter text.](#)\_\_\_\_\_

REASON FOR WORK: [Click here to enter text.](#)\_\_\_\_\_

DATED NEEDED BY: [Click here to enter a date.](#)\_\_\_\_\_

- WORK TO BE PERFORMED BY:            CITY STAFF  
(CHECK ONE)                            SPORTS ASSOCIATION STAFF  
    OTHER (CONTRACTED)

APPROXIMATE COST TO THE CITY OF BAY CITY: [Click here to enter text.](#)\_\_\_\_\_

PLEASE SUBMIT FORM BY:  
FAX TO (979)323-1672  
EMAIL TO: PARKS-REC@CITYOFBAYCITY.ORG  
OR MAIL TO:  
BAY CITY PARKS AND RECREATION DEPARTMENT  
ATTN: RECREATION DIRECTOR  
1209 10<sup>TH</sup> ST.  
BAY CITY, TEXAS 77414

FORMS MAY BE PICKED UP AT THE MUNICIPAL SERVICES BUILDING (1217 AVENUE J)