

# Town of Stoughton

10 Pearl Street • Stoughton, MA 02072 • (781) 341-1300 • FAX (781) 344-5048  
www.stoughton-ma.gov

## Stoughton Recreation Department

### Deborah L. Levitz Playground Permit Request

This permit does NOT grant you exclusive access to the playground as it is a public facility. The permit will grant you rights to benches and organized use of the playground. Additional requests such as porta-potties, bouncy houses, grills, etc.) must be given in writing and approved by the Recreation Department.

Today's Date: \_\_\_\_\_ Applicant's Name \_\_\_\_\_

Name of Organization \_\_\_\_\_

Applicant's Address \_\_\_\_\_

Valid Telephone \_\_\_\_\_ City/Town and Zip Code \_\_\_\_\_

Date of Facility Request \_\_\_\_\_ Day of Week \_\_\_\_\_

Time Requested: Start \_\_\_\_\_ Finish \_\_\_\_\_

Number of People Attending: \_\_\_\_\_ Purpose/Activity \_\_\_\_\_

**Fees:** Application Fee (To be submitted with this form): \$20.00.

**Damage/Security Deposit:** \$75.00. To be submitted in cash, check, or money order to the Town of Stoughton when the permit is granted. Damage/Security Deposit will be returned within ten (10) working days after the event. Failure to abide by park rules may result in forfeiture of this security deposit.

#### Park Rules:

1. No alcohol/alcoholic beverage containers allowed on public property.
2. Trash removal from the event is the responsibility of the user.
3. No motor vehicles are allowed on the fields
4. The park closes at dusk
5. Please be respectful of the neighborhood. No loud music please.

If an entertainer, commercial vendor or the like will be hired by the Renter, a Certificate of Liability for \$1,000,000.00 with the Town of Stoughton as the additional insured must be submitted to Stoughton Recreation with the permit holder's name and permit date referenced. It is clearly understood that in renting the requested facility, that the Town of Stoughton and Stoughton Recreation assume no responsibility for injuries. The Renter should have the permit in hand at the reserved site during the time of the reservation. Proof of permit may be requested by the Recreation Director and/or attendant.

The Renter shall have the right to occupy and use the permitted premises for said purpose only, as designated in the application/permit.

The Renter shall park all vehicles in designated parking areas.

In consideration of being permitted to use and enjoy the permitted facility, Renter agrees, on his/her/their own behalf and on behalf of any minors and/or invitees, to release, discharge, and covenant not to sue the Town, its respective officers, agencies, boards, commissions, administrator, directors, agents, members, volunteers, employees, other participants, sponsors, advertisers, and any owners, lessors of the permitted premises from all liability, claims, demands, losses, or damages on my account caused in whole or in part by the negligence of the Town or otherwise, including negligent rescue operations, and further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, makes a claim I will indemnify, save and hold harmless each of the parties claimed against from any litigation expenses, attorney fees, loss, liability, damage, or cost which anyone may incur as the result of such claim.

The Renter shall pay for any and all damages to the property of the Town, or loss or theft of such property, done or caused by any and all persons during the term of the rental agreement/permit.

**THE FOLLOWING ARE NOT ALLOWED:** Unless otherwise explicitly permitted in writing by the Town, alcoholic beverages, portable grills, gas grills, hibachis, and moonwalkers. Barnyard animals, ponies and horses are not allowed. These rules are strictly enforced.

**TRASH AND RECYCLING POLICY:** Permit holders and coaches/parents are expected to supervise players' trash disposal and recycling of containers and may be charged for any clean-up by Town employees as a result of Renter's use.

**REFUND POLICY:** Unless said facility is closed by the Town, no refunds will be given unless there is a medical emergency with a doctor's note. Refunds will not be granted for inclement weather.

The Renter agrees to abide by all of the policies of the Town and laws of the Commonwealth.

I hereby consent to emergency medical procedures deemed advisable for my child in the event I cannot be reached, and my child has sustained an injury. Stoughton Recreation does not provide accident or hospitalization insurance for participants of its programs/Renters. All participants/Renters are advised to have adequate personal coverage. Please consider participant's own health, experience, and tolerance for risk before participating in any program. I also consent to the use of my or my child's photo, video, artwork etc. by the dept for flyers, presentations etc. I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowable by law and agree that if any portion of the agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Name of Renter: \_\_\_\_\_ Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Renter's Signature: \_\_\_\_\_