



# HAYDU PARK

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## RULES, REGULATIONS, AGREEMENTS/CONDITIONS

5/1/2015

This document contains the rules, regulations, agreements, and conditions of use for the Port of Kalamama Haydu Park.

# **HAYDU PARK RULES/REGULATIONS/AGREEMENTS/CONDITIONS**

## **1. General.**

1.1 All equipment must be removed after each use of park.

1.2 Fair/Tournament users will be responsible for cleaning restrooms/emptying all garbage cans daily/picking up litter during events. The Port will supply garbage bags/toiletries/ and a dumpster.

1.3 Disorderly conduct, abusive language, noisy disturbances or disregard of these rules and regulations will be grounds for your immediate removal from the park by police or authorized Port personnel. It is at the Port's discretion if you will be allowed back on the property.

1.4 Children shall not be left unattended in the park.

1.5 No overnight camping permitted.

1.6 The park is open for public recreation from sunrise to sunset. (Except by permit)

1.7 Air rifles, BB guns, bow and arrow or guns and dangerous objects may not be used in the park.

1.8 Park users will be held responsible for conduct of and any damage to the park or its equipment caused by their children.

1.9 To ensure everyone's safety, there are no dogs allowed in park.

1.10 The Port is not responsible for accidents, injuries or loss of property by fire, theft, wind, flood, or other natural acts which are beyond their control. Equipment furnished on the grounds is solely for your convenience and shall be used at your own risk.

1.11 The Port is not responsible for any personal injury to children or adults using playground equipment. Participants use the equipment at their own risk.

1.12 You should immediately notify the Port of Kalama of hazardous conditions in the park or situations that violate these rules and regulations.

1.13 Golfing is strictly prohibited in the park.

## **2. Automobiles and Motorized Vehicles**

2.1 Motor vehicles shall be parked only in designated areas. Motor vehicles parked elsewhere or on the grass will be towed at the owner's expense and may be permanently banned from the park. Auto repairs are not allowed anywhere at any time on park property.

2.2 The speed limit in the park is 10 MPH and must be observed at all times and drivers must be alert for children and pedestrians.

By my initials, I declare that I understand the terms listed above: \_\_\_\_\_

# ***HAYDU PARK RULES/REGULATIONS/AGREEMENTS/CONDITIONS***

2.3 Bicycles and other types of non-motorized vehicles must be used properly, safely and without the possibility of injury to others. Skateboards/Rollerskates/Rollerblades are not allowed in the park.

2.4 Disturbing or careless operation of motorcycles, automobiles or other types of motor vehicles will be grounds for removal from the park and/or citation by police.

### **3. Park Buildings and Facilities**

3.0 Park Buildings and facilities are provided for your privilege and convenience. You have a responsibility to use the facilities with respect for others and to keep them neat and clean. Any irregularities should be reported immediately to the Port.

### **4. Solid Waste Disposal and Fire Protection**

4.0 Garbage and trash must be placed in the proper receptacles.

4.1 No person shall bring any non-park generated garbage into the park for the purpose of discarding or disposing of such garbage or other refuse.

4.2 Absolutely no fires or fireworks are allowed in the park.

### **5. Vegetative Protection**

5.0 No person other than a duly authorized Port employee in the performance of his or her duty or persons participating in Port approved activities shall dig, remove, destroy, injure, mutilate, or cut any trees, plants, shrubs, blooms, flowers, or any portion thereof growing in the park.

5.1 Trees and shrubs are not to be climbed, hung-on, or used as poles for game, nets or swings.

5.2 No signs shall be posted on the trees or shrubs, nor can any nails, screws, or other foreign objects be driven in to the plants. No spiking of any kind in the fields is allowed.

By my initials, I declare that I understand the terms listed above: \_\_\_\_\_

# ***HAYDU PARK RULES/REGULATIONS/AGREEMENTS/CONDITIONS***

## **Agreements and Conditions**

1. Applicant, its agents, and employees shall comply with all applicable federal, state, county, and municipal laws while engaged in the above activity.
2. Applicant agrees to clean up all garbage, refuse, and other debris resulting from applicant's use of the designated park or parks. You must carry out garbage exceeding capacity of available trash disposal bins in park/area.
3. The applicant agrees to hold harmless, indemnify, and defend the Port of Kalama, its officers, agents, and employees from any and all liability, actions, claims, losses, damages, or other costs including attorney fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during, or in connection with the Applicant's activities, except liability arising out of the sole negligence of the Port and its employees. Such indemnification shall also cover claims brought against the Port under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.
4. It is understood that the organization, group, or individual is adequately insured for the nature and duration of the activity to be undertaken, and that proof of insurance is required.
5. This permit may be revoked at any time, upon notice to applicant, its agent, or employees, for noncompliance with the terms or conditions of this permit or for the preservation of the public peace, health, and safety, or general welfare. Do not drive on or park vehicles on park grounds except in designated parking areas.
6. Fields cannot be "loaned out" to other organizations during the times you have the fields reserved. The Group/Organization named on the permission form is the only one authorized for use during the period specified on the permission form. If you are sharing the field with another organization, both names need to be on the form.
7. Organized sports teams will provide the Port with a list of dates/times of scheduled games/practices as the Port will maintain the calendar for all teams. The calendar will be posted on the Ports' website and will be updated as necessary.

By my initials, I declare that I understand the terms listed above: \_\_\_\_\_

# **HAYDU PARK RULES/REGULATIONS/AGREEMENTS/CONDITIONS**

This Agreement is between the Port of Kalama (the "Port") and the user identified in Section I below (the "User") for recreational and/or civic use of Port of Kalama (the "Port") property, located at Kalama, WA 98625.

## **SECTION I: USER INFORMATION** Please complete entire section.

1. Organization/Individual Name: \_\_\_\_\_

Address:

Primary Contact person: \_\_\_\_\_

Phone: \_\_\_\_\_ daytime      \_\_\_\_\_ message

Additional Contact person: \_\_\_\_\_

Phone: \_\_\_\_\_ daytime      \_\_\_\_\_ message

2. Date(s) of use: \_\_\_\_\_

3. Team/League Name: \_\_\_\_\_

4. **Days/Hours of Use:** \_\_\_\_\_

In consideration for the use of Port property in connection with the above-described event(s), User shall indemnify and hold harmless the Port, its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, including complaints made under RCW 49.60.500 and 505 by reason of or arising out of any action or omission of User, its officers, agents, employees, or any of them, in performing obligations under this Agreement.

# **HAYDU PARK RULES/REGULATIONS/AGREEMENTS/CONDITIONS**

In the event that any such claim or suit based on such loss or damages is brought against the Port, User agrees to defend the Port at User's sole costs and expense (including reasonable attorney's fees and costs); provided that, the Port retains the right to participate in said suit if any principle of governmental or public laws is involved; and a final judgment is rendered against the Port, its officers, agents employees, or any of them, or jointly against the Port and User and their respective office officers, agents, employees, or any of them, User shall satisfy the same.

The undersigned is an authorized representative of the User and agrees to bind the User to the above obligations and full compliance with the Rules of Use. The undersigned further understands that the User's event(s) at Haydu Park is subject to any additional conditions as may be reasonably required by the Port.

## **USER**

\_\_\_\_\_  
Name of User Organization/Group/Individual

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Person (please print)

\_\_\_\_\_  
Title/Office Held by Authorized Person

## **PORT OF KALAMA**

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Date