



APPLICATION & HOLD HARMLESS AGREEMENT

For Use of EWEB's Lloyd Knox Park

Booked: _____
By: _____

Complete and sign the application. Submit completed forms to **Email:** reservations@EWEB.org; **Fax:** 541-685-7591; or **Mail:** Park Reservations, 4200 Roosevelt Blvd., Eugene, OR 97402. For questions or cancellations, leave a message at 541-685-7591.

Applicant / Responsible Party:

Authorized Representative (if completing on behalf of Organization):		Phone:
Address:	City, St:	Zip Code:
Email Address:	Expected Attendance:	

Area Requested:	<input type="checkbox"/> Area 1 100 – 300 people	<input type="checkbox"/> Area 2 50 – 120 people	<input type="checkbox"/> Area 3 40 – 50 people	<input type="checkbox"/> Area 4 50 to 120 people	<input type="checkbox"/> Area 5 20 – 80 people
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Date of use: / / Arriving at: AM PM Leaving at: AM PM

Type of Event/Activity (be specific):

HOLD HARMLESS AGREEMENT

Conditions for Use

EWEB's Lloyd Knox Park is a public place for enjoyment of all. Any use by organized groups must not infringe upon public access.

1. The Lloyd Knox Park is available for community events, excluding for profit commercial use. No commercial activities or activities to which the public at large is solicited and charged an entrance fee are allowed. *A commercial activity is defined as an event involving profit gain by an individual, group or commercial entity.*
2. EWEB does not provide any additional furniture or equipment other than what is available in each described area (see page 2 for details)
3. Overnight camping is prohibited.
4. The park closes at sunset and all park users must leave prior to closing.
5. Activities that pose a threat to public safety or damage the park are prohibited.
6. Discharging of firearms, possession of weapons of any kind and/or use of fireworks is prohibited.
7. Consumption of any alcoholic beverages or illegal substances is not permitted.
8. Use of tobacco, including cigarettes, pipes, electronic cigarettes and smokeless tobacco, is prohibited.
9. Use of amplified sound systems or noise producing devices which interfere with the enjoyment of the park by others is prohibited.
10. Engaging in any activity or conduct which is disruptive or interferes with the enjoyment of the park by others is prohibited.
11. Responsible Party will clean up the site, replace moved tables to their original location and discard of any trash after use.
12. **Responsible Party will ensure compliance with local Health and Safety Regulations and any fire restrictions in effect during time of use.**
13. When fires are permitted, depositing hot charcoal briquettes on the ground or in garbage cans is prohibited. Use a charcoal disposal bin if one is available.

Insurance Requirements

If any of the following criteria apply to your event, liability insurance will be required (please check all that apply):

- Is the event advertised as a public event?
- Is there a fee for participation?
- Is the anticipated attendance in excess of 500 people?

If insurance is required for your event, please complete and include the attached Exhibit A: Insurance Requirements and provide a Certificate of Insurance with your application.

The Responsible Party assumes all responsibility for any and all risks of damage or injury arising from or relating to Responsible Party's use of the Permitted Facilities and surrounding area. As a condition for use of the Permitted Facilities, the Responsible Party hereby waives, releases and discharges EWEB, including its elected and appointed officials, employees, agents and volunteers, from any and all liability for property damages, personal injury, death, disability, property theft, or other actions of any kind which may occur on or areas accessible through the EWEB property. Responsible Party agrees to indemnify and hold harmless EWEB, its elected and appointed officials, employees, agents and volunteers from any and all liability or claims made by other individuals or entities as a result of or relating to the use of these EWEB facilities.

The undersigned represents that they are authorized to submit this application on behalf of the Responsible Party, whether application is for an individual, group or entity, and shall provide proof of authority to the satisfaction of EWEB upon request.

Applicant's Signature: _____ Date: _____

Lloyd Knox Park General Information

- Reservations are for the five group picnic areas only. The areas (Areas 1, 2, 3, 4 & 5) are marked.
- Reservations are made for groups of 20 to 300. Smaller groups are welcome on a first-come-first-served basis.
- The phone number for the Duty Operator covering Lloyd Knox Park at Leaburg is: 541-852-1906. Contact for gate access.
- The recreation field cannot be reserved except by special permission.
- Upon request, the gates will be opened to allow disabled access during your reservation hours.
- You are free to tour the park at anytime during the park's operating hours. No appointment is necessary.
- EWEB reserves the right to exclude any individual, organization, or group from the premises.
- EWEB reserves the right to use these facilities at any time; however, reservations will not be canceled without at least 24 hours' notice.

A copy of your reservation will be sent to you confirming your location, time and date. Please bring a copy of your reservation with you on the day of the event.

Area 1:	Large Groups of 100 to 300 people. This is an open area with tables. Electric and water facilities are available and covered. Smaller groups (less than 100 people) may reserve this area two (2) weeks prior to the event if no other spaces are available.
Area 2:	Medium Sized Groups of 50 to 120 people. This is an open area with tables. Electric and water facilities are available and covered. Smaller groups (less than 50 people) may reserve this area two (2) weeks prior to the event if no other spaces are available.
Area 3:	Groups of 40 to 50 people. This is an open area with tables located near the water. There are only water facilities and a covered shelf available in this area.
Area 4:	Groups of 50 to 120 people. This is a covered area with tables. Electric and water facilities are available. This area is located near the water. There is an open area, located near area 4, weddings are often performed near the lake and can accommodate approximately 100 people.
Area 5:	Groups of 20 to 80 people. This is an area with three picnic tables. Electric and water facilities are available. There is a covered shelf area.



Exhibit A - Insurance Requirements for the Use of EWEB Property

RESPONSIBLE PARTY INFORMATION

Name:

Authorized Representative:

Address:

Phone:

Email:

Date(s) of Use:

Property:

INSURANCE

Responsible Party will carry the following required insurance during the date(s) listed above, at its own cost and expense:

COMMERCIAL / GENERAL LIABILITY

Responsible Party will obtain, at Responsible Party's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage. Combined single limit per occurrence shall not be less than \$1,000,000. Each annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY

Responsible Party will obtain, at Responsible Party's expense, and keep in effect during the term of this contract, Automobile Liability Insurance. This coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent.

WORKERS' COMPENSATION

All subject employers working under this contract are either employers that will comply with ORS 656.017 which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers, or employers that are exempt under ORS 656.126. [2003 c.794 §76c] In addition, Responsible Party will obtain, at Responsible Party's expense, and keep in effect during the term of this contract, Employers Liability insurance with a limit of not less than \$1,000,000.

CERTIFICATES OF INSURANCE

As evidence of the insurance coverage required by this contract, Responsible Party will furnish Certificate(s) of insurance to EWEB, prior to commencement of this agreement. The insurance coverage required under

this contract will be obtained from insurance companies or entities having a minimum financial rating of A.M. Best's Key Rating A-; VII or higher. Responsible Party will be financially responsible for all deductibles, self-insured retention and/or self-insurance included hereunder.

ADDITIONAL INSURED

The Commercial General Liability and Automobile Liability insurance coverage required for performance of the contract shall include EWEB, its' divisions, officers, and employees as Additional Insured but only with respect to Responsible Party's activities to be performed under this agreement.

WAIVER OF INSURANCE REQUIREMENTS

Responsible Party's failure to provide certificates of insurance as specified herein and/or in the manner specified herein does not constitute a waiver of the insurance requirements. Any waiver of the insurance requirements will only be made in writing.