

**THE CITY:** The City of Foley, Alabama, by and through its Recreation Department.

**APPLICANT:** Organization/Team Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Backup Contact Phone Number: \_\_\_\_\_

Facilities Requested: \_\_\_\_\_

Days/Times Requested: \_\_\_\_\_

\_\_\_\_\_  
City Representative's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

By signing this Application, Applicant acknowledges the (s)he has reviewed the Athletic Field Usage Policy for the City of Foley and agrees to the terms and conditions therein.

**Risk of Loss; Release; Indemnity**

APPLICANT HEREBY AGREES THAT THE USE AND OCCUPATION OF THE FACILITIES ARE ENTIRELY AT APPLICANT'S OWN RISK, AND THE CITY SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE, INJURY, LOSS (INCLUDING LOSS OF LIFE), OR THEFT OCCURRING ON, IN, OR ABOUT THE FACILITIES. APPLICANT HEREBY RELEASES THE CITY, ITS OFFICERS, PERSONNEL, AGENTS, EMPLOYEES, INSURERS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, COSTS, EXPENSES AND LIABILITY OF EVERY KIND AND NATURE, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF THE CITY, ITS OFFICERS, PERSONNEL, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, IN CONNECTION WITH APPLICANT'S USE OR OCCUPATION OF THE FACILITIES. APPLICANT HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, PERSONNEL, AGENTS, EMPLOYEES, INSURERS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND LEGAL COSTS AND WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF THE CITY, ITS OFFICERS, PERSONNEL, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, ARISING FROM OR OUT OF ANY OCCURRENCE IN, UPON OR AT THE FACILITIES. THE APPLICANT SPECIFICALLY ASSUMES ALL RISK OF LOSS INCURRED BY IT OR ITS VENDOR(S), GUEST(S), OR INVITEE(S) RESULTING FROM THE USE OR OCCUPANCY OF THE FACILITIES.

\_\_\_\_\_  
Applicant's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

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*Office Use Only*

Amount Paid: \_\_\_\_\_

Receipt #: \_\_\_\_\_

Employee Initials: \_\_\_\_\_

## **Athletic Field Usage Policy**

### *Park Rules and Regulations*

All Park visitors are required to abide by the rules of this policy as well as all City of Foley ordinances. Park rules include, but are not limited to the following:

- Athletic fields require reservations for use and can be scheduled through the Recreation Department 251-970-5020. Reservations can be made for a three month season.
- Pets are not allowed on the sports fields or inside the baseball parks.
- Alcoholic beverages, firearms, gambling, and fireworks are strictly prohibited.
- No glass containers, scooters, skateboards, hover boards, or skates are permitted in the parks.
- Permitted field users are responsible for the sportsmanship of their players, coaches, officials, and spectators.
- Parking is in designated lot only. Users groups must inform participants and spectators to park in designated lots. In the event of a full lot, a designated area will be provided for overflow. No parking in landscaped areas.
- At the conclusion of a practice or game, users must collect all litter and garbage from the field and adjacent areas and deposit in provided trash receptacles.
- The last field users of the day are responsible for turning off lights.

### *Field Reservations and Scheduling*

All city league programs and events have priority for field usage. Each team or organization requesting field usage must provide proof of insurance. Additionally, all programs/leagues are required to provide background checks for persons working with youth (if not on file with the City, a cost of \$25/coach will be assessed for each background check). Teams will be allowed to schedule up to two (2) practices per week. In the event of a field closure, Foley Recreation will make its best effort to reschedule a makeup practice (in no event will money be refunded). Correct contact information is also required with each reservation so unexpected problems or closures can be communicated quickly.

### *Prevention and Maintenance*

The City of Foley requests that users refrain or limit their use of high traffic wear areas during practices regardless of weather, to assist in providing the best field conditions possible for scheduled games. This includes goal areas, pitching mounds, and any other portion of the field showing wear due to traffic. Preventing wear will lengthen the playability of fields as the season progresses. Baseball and softball fields will be groomed a minimum of weekly during season rentals. No one should hit balls into the field fences.

### *Maintenance Closures & Field Status Recommendations*

Fields may be closed at the discretion of the Recreation department or a designated City of Foley representative during times when the fields remain playable for certain operations such as aerification, irrigation repairs, and pesticide or herbicide applications. Additionally, fields will be closed as necessary for rest and renovation following events or seasons which cause damage and reduces the safety and playability of the fields. Users will be notified in advance whenever possible. The Recreation department will determine the field saturation and notify users of field closings. If possible, makeup days/times will be assigned. Baseball/softball fields may also be deemed closed for excessive puddles in the infield or outfields. Fields will close for lightening, tornado warnings or watches, or any other natural events considered to be potentially hazardous to users.

### *Alterations; Loss or Damage to Facilities*

Field users shall not alter the facilities in any manner without the City's prior written approval, which approval may be withheld in the City's sole discretion. Individuals and/or groups using the fields while they are close will be subject to fines or risk having permits revoked. Permit holders will have their permit revoked and lose privileges and be assessed fees if caught violating the rules on the permit. Citations will be \$50 for a first offense, and \$100 for subsequent violations. However, if damage is done to the field, the City of Foley will charge an additional fee to repair the field.

### *Risk of Loss; Release; Indemnity*

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### *Field Rental Fees*

Seasonal usage will cost \$100/team for teams composed of more than 50% Foley resident players and \$200/team for teams with less than 50% of the team from Foley. The fees will help offset the cost of field lighting and routine maintenance on the infields. Reservation may be made for 1.5 hours at a time, twice per week. One time or limited use of the field may not incur a fee.

### *Insurance*

The City reserves the right to require the Applicant to provide a Certificate of Insurance. Additionally, the City may request listing the City, its officers, agents and employees as additional insureds and reflecting such types and amounts of insurance coverage as deemed necessary by the City, at its sole discretion. The Applicant shall notify the City immediately of any policy cancellation or changes in coverage as reflected on the Certificate of Insurance.