



BOARD OF SUPERVISORS

TOWNSHIP MANAGER

William R. Shoemaker, Vice Chairman
 Norman S. MacQueen, III, Chairman
 Robert T. Lange, Member

Hugh J. Murray, Sr.
 688 Sugartown Road
 Malvern, PA 19355
 Administration 610-647-5300

APPLICATION FOR ONE TIME ATHLETIC FIELD USE 2010

1. Please contact Mike Wolford of Willistown’s Parks and Recreation at mww@willistown.pa.us to see if the field(s) is/are available.
2. Applications must be received and paid in full at least 2 weeks prior to play.
3. Do not complete the bulleted line items until you have verified field availability. Once availability has been confirmed, you are approved to use the field as long as the application is fully and properly executed. This responsibility is upon the applicant. Original signed copies of the application and Release and Indemnification form must be submitted – faxes are not acceptable. It is important to submit all paper work at one time.
4. Unfortunately, the Township is not able to accommodate all of our field use requests.
5. Please send to:

FIELD USE APPLICATIONS C/O MIKE WOLFORD
 WILLISTOWN TOWNSHIP PARKS AND RECREATION
 688 SUGARTOWN ROAD
 MALVERN, PA 19355

You may also put your application, as addressed above, in the mail slot to the left of the front door of the township administration building at any time, or drop off inside between 8:00 AM and 12:00PM or 1:00 PM and 4:00 PM.

USE REQUESTED: Field

APPLICATION DATE: _____

Purpose: _____

Date(s) of use: _____

(Attach separate sheet, if necessary, and please include alternate times and dates that would work for your team. If pre-approved on Willistown Field Use Calendar, you may site the date of the calendar instead of listing the info.)

Field: _____

(Garrett Mill 90' and/or 60' baseball, or soccer,)

Specific hours of use: _____

_____ 12/3/2009

SPONSOR INFORMATION:

CONTACT PERSON:

Formal Team or League Name

Name

Mailing Address

Mailing Address

City Zip Code

City Zip Code

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SPONSOR INFORMATION:

CONTACT PERSON:

Day Phone Number E-mail Address

Day Phone Number E-mail Address

Fax Number Cell Phone

Fax Number Cell Phone

THE SPONSOR ASSUMES full responsibility for any damages to Township equipment or property. Furthermore, the Sponsor will indemnify and hold harmless the Township from all personal liabilities that are caused by or due to any acts or omissions of the sponsor and its members and guests. I acknowledge that I have the legal authority to sign on behalf of the Sponsor.

Print: Sponsor's Authorized Legal Officer/Title

Officer's signature

Day phone number

INSURANCE CERTIFICATE, COMPANY: _____

Attach a copy of certificate with Willistown Township as Certificate Holder and Additional Insured. _____

ROSTER: Names and addresses of all players and coaches. *(Attach a copy.)* Please underline all Willistown Township residents.

TOTAL NUMBER OF WILLISTOWN TOWNSHIP RESIDENTS: _____

- **FIELD USE FEE** to be PAID IN FULL at least 2 WEEKS PRIOR to USE, and make checks payable to Willistown Township Parks and Recreation :
 \$20 per use up to 2 hours; \$40 per use for over 2 hours and less than 4 hours;
 \$60 per use for 4 hrs up to 6 hours.

Remember, if you are using 2 fields, you will need to pay for the use of each field.

_____ Up to 2 hrs @ \$20.00 = _____

_____ 2+ hrs up to 4 hrs @ \$40.00 = _____

_____ 4 hrs+ up to 6 hrs @ \$60.00 = _____

Check No. _____ Total: _____

- **RELEASE and INDEMNIFICATION FORM ATTACHED** _____
- **I HAVE READ AND UNDERSTAND CHAPTER 96, THE PARK AND RECREATION CODE OF WILLISTOWN TOWNSHIP.** _____ *(Please check off to confirm that you have read the Code.)*

RELEASE AND INDEMNIFICATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned:

1. Represents to Willistown Township the undersigned signatories are authorized to execute this Release and Indemnification on behalf of and in the name of _____ (referred to herein as the “Sponsoring Organization”) and; (Print: *Formal Team/League or Family/Company/Organization Name*)

2. That in consideration of (i) the permission granted by Willistown Township (the “Township”) to the undersigned and the Sponsoring Organization, at their request, to use the Township’s parks and recreation facilities (collectively the “Park”), (ii) *intending to be legally bound* hereby, the undersigned and the Sponsoring Organization, and their guests and members (collectively the “Releasing/ Indemnifying Parties”) agree to be bound by the terms of this Release and Indemnification; and

3. That by execution of this Release and Indemnification, the Releasing/ Indemnifying Parties do hereby remise, release and forever discharge the Township, its elected and appointed officials, and its agents, servants and employees (the “Released/ Indemnified Parties”) of and from all obligations, liabilities, causes of action, judgments, and all other claims and demands of any nature whatsoever, whether in law or in equity (collectively “Liabilities”) for personal injuries or death, whether known and unknown, foreseen and unforeseen, temporary or permanent, including property damage (collectively “damages”), which accrue or may accrue or arise or result from the Releasing/Indemnifying Parties use of the Park, whether such damages shall occur as a result of the Releasing/Indemnifying Parties actions, fault, or negligence, or the actions, fault, or negligence of other users, occupiers or possessors of the Park, including the Released/Indemnified Parties; this Release also including, in addition to the foregoing, all rights of and claims for contribution from and indemnification by the Released/Indemnified Parties; and

4. The Releasing/Indemnifying Parties shall at all times hereafter indemnify and hold harmless the Released/Indemnified Parties from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees and other litigation expenses) incident to any claims, suits, actions or proceedings which the Released/Indemnified Parties may hereafter suffer, incur, be put to, or pay by reason of any actions of or activities conducted by the Releasing/Indemnifying Parties in or upon the Park; and

5. In every instance where the undersigned, the Sponsoring Organization, or any other of the Releasing/Indemnifying Parties shall have notice that any claim, demand, suit or cause of action (collectively “claim”) whatsoever exists, or has been asserted, or is threatened, which would or could constitute a claim hereunder to be indemnified, they shall promptly notify the Township of all of the facts within its/their knowledge with respect thereto. For its part, the Township will notify the undersigned should such facts come into its possession. The Township reserves the right, but shall not have the obligation, to contest through its own counsel, any such claim, including the right to appeal to a court of the highest appellate jurisdiction. If the Releasing/Indemnifying Parties should fail to contest or resist any such claim within a reasonable time after receiving notice thereof, but not later than ten (10) days after such notice, the Township upon becoming aware of the claim shall have the right to satisfy and discharge the same by suit, settlement or otherwise. The amount of any such claim determined to be due by way of judgment following suit, settlement or otherwise, shall become due and payable immediately by the Releasing/Indemnifying Parties to the Released/Indemnified Parties upon the Township’s written demand for such payment.

By execution of these presents, the undersigned(s) do hereby bind himself/herself and itself, and the Sponsoring Organization, and its and their respective heirs, successors, executors, administrators and assigns, jointly and severally, to the terms of this RELEASE AND INDEMNIFICATION.

IN WITNESS WHEREOF, *intending to be legally bound* hereby, the undersigned have/has executed this Release and Indemnification on behalf of the Sponsoring Organization identified hereinabove this _____ day of _____, 20____ for the following use(s): _____, for the following year: _____, at the following location(s) _____.

Sponsoring Organization
(Print: *Formal Team/League or Family/Company/Organization Name*)

By: _____
Authorized Person/Officer/Title
(*Person with authority to bind Family/Company/Organization to Release*)

PLEASE READ THIS BINDING LEGAL DOCUMENT CAREFULLY. AS A PROSPECTIVE USER OF A FACILITY OF WILLISTOWN TOWNSHIP, IT IS NECESSARY THAT YOU SIGN THIS RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT BEFORE YOU OR ANY MEMBER OF YOUR ORGANIZATION WILL BE PERMITTED TO USE A TOWNSHIP FACILITY. BY SIGNING THIS DOCUMENT, YOU, YOUR ORGANIZATION AND THE MEMBERS AND GUESTS OF YOUR ORGANIZATION ARE RELIEVING WILLISTOWN TOWNSHIP OF ANY RESPONSIBILITY FOR ANY UNTOWARD OCCURRENCE, INCLUDING PERSONAL INJURIES, DEATH AND PROPERTY DAMAGE, ARISING OUT OF THE USE OF SUCH FACILITY; AND, YOU AND YOUR ORGANIZATION ARE AGREEING TO HOLD WILLISTOWN TOWNSHIP AND ITS ELECTED AND APPOINTED OFFICIALS, AGENTS, SERVANTS AND EMPLOYEES HARMLESS FROM ANY DAMAGES RELATED THERETO, AND ARE AGREEING TO INDEMNIFY WILLISTOWN TOWNSHIP FROM AND AGAINST ALL DAMAGES, CLAIMS, LOSSES, DEMANDS, JUDGMENTS AND COSTS ON ACCOUNT OF ANY INJURY OR DAMAGES TO ANYONE USING THE WILLISTOWN TOWNSHIP FACILITY UNDER YOUR AUSPICES, WHETHER OR NOT SUCH USER IS SUBJECT TO YOUR DIRECTION OR CONTROL. YOU HAVE THE RIGHT TO SEEK THE ADVICE OF YOUR ATTORNEY BEFORE SIGNING THIS DOCUMENT.

WILLISTOWN TOWNSHIP CODE

Chapter 96: PARKS

[HISTORY: Adopted by the Board of Supervisors of the Township of Willistown 5-12-1997 by Ord. No. 3-1997. Amendments noted where applicable.]

GENERAL REFERENCES

Park and Recreation Board – See Ch. 31.

Outdoor burning – See Ch. 69.

Subdivision and land development – See Ch. 123.

Zoning – See Ch. 139.

§ 96-1. Use regulations; prohibitions

- A. No person shall be permitted in a Township park except between the hours of dawn to dusk, unless a permit has been issued by the Park and Recreation Board, or its designate for such permit issuance, as hereinafter provided in § 96-4.
- B. No person shall enter or leave a Township park except by entrances and/or exits provided for such purposes.
- C. No person shall enter or use a toilet in a Township park except by entrances and/or exits provided for such purposes.
- D. Possession, distribution or consumption of beer, ale other alcoholic or intoxicating beverage or a controlled substance (such as are now defined or may later be defined by federal, state or township law, act or ordinance) is strictly prohibited in any and all Township parks.
- E. No gambling or gambling device is permitted in any Township park.
- F. No abusive, threatening, indecent or profane language and/or conduct that is publicly inappropriate and/or annoying to others using Township park facilities shall be permitted.
- G. No person or persons shall be permitted to solicit money, or promise for the same, within the confines of a Township park.
- H. No horses, dogs or other animals owned or possessed by people shall be permitted within the confines of Township parks, except as permitted in the Okehocking Preserve. Horses shall be permitted in the Okehocking Preserve in designated areas shown on the Okehocking Preserve recreation map, if attended and under control at all times. Properly licensed dogs shall be permitted in the Okehocking Preserve if they are on a leash not exceeding six feet in length and if attended and under control at all times. Dogs shall be permitted in Okehocking Preserve off of leashes only in designated areas as approved by resolution of the Board of Supervisors from time to time and shown on the Okehocking Preserve recreation map, if attended and under control at all times. For the purpose of this subsection, the term “dogs” does not include guide dogs or other dogs which are assisting handicapped persons and are controlled by the use of a harness or other restraint. **[Amended 9-9-2002 by Ord. No. 2-2002]** Owners or handlers of a dog shall be responsible for the prompt and complete removal of their excrement by immediate disposal of pet waste bags in a trash receptacle (if provided) or removal from the premises.
- I. Use of vehicles and equipment.
 - (1) No person shall drive, operate or park any vehicle (motor – or self-propelled) in any portion of a Township park except in spaces specifically set aside and marked for parking purposes; and no person shall occupy a parked motor vehicle after dark within a Township park except with the exterior parking lights and interior lights turned on and in operation.
 - (2) Use and operation of bicycles, go-carts, remote controlled vehicles, skateboards, roller blades, aircraft, including but not limited to ultra-light planes, remote controlled planes and hot-air balloons, and/or other motorized and/or nonmotorized devices employing wheels and/or blades of any kind

(metal, wooden, plastic, rubber, etc.) is strictly prohibited on Township park basketball courts, tennis courts, volleyball courts, picnic areas, ball fields or any other portion of any Township park. Motor vehicles, with the exception of motorized wheel chairs and vehicles connected with official Township business, are prohibited.

- J. No person, other than Township active duty police officers employed in the execution of their duties, shall carry or possess or use firearms in a Township park. Deer management practices at Okehocking Preserve are permitted only with written Township approval and Willistown Township Police Department notification.
- K. Littering is prohibited, and all refuse shall be placed in trash receptacles (if provided) or removed by the person(s) generating the refuse. Grass clippings, brush and other debris from private property may not be discarded or otherwise placed anywhere on Township park property, including trash receptacles.
- L. Vandalism to park property and facilities, including defacing or damaging park property (permanent or temporary), disturbing wildlife and disturbing/destroying/removing vegetation, is prohibited. No person shall climb a tree nor shall any person foul and/or otherwise contaminate any body of water in any Township park at any time. No person shall remove equipment from the parks or move such equipment from its designated location.
- M. No person shall injure, deface or destroy any public signs, ordinances or other official Township notices posted in a Township park.
- N. No advertisement, placard or notice, except official authorized notices, shall be posted and/or distributed in a Township park.
- O. No person shall light or permit a fire to burn in a Township park except in a permanent fireplace provided for such purposes. Portable grills are permitted in designated areas only with written permission from the Township. Ceremonial fires are permitted only with written consent of the Township and must be constantly attended. Responsibility for such fires shall be solely that of the person or persons starting and/or using the fire. Township supervised burning is permitted for natural resource management.
- P. The playing of golf, or the hitting of golf balls, is strictly prohibited at all times in any Township park.
- Q. Smoking is not permitted in any Township park. Remediation of any damage caused by smoking in the parks will be at the expense of the person responsible. In addition to other fines and penalties, the Township may collect the cost of repair of any damage caused by smoking, together with the penalty, against the person causing the damage.
- R. Swimming or wading in any body of water is strictly prohibited in any Township park.
- S. Sound amplification equipment is permitted only with written permission from the Township.
- T. Use of a Township park for any of the following purposes is prohibited, unless a permit is first obtained from the Township Park and Recreation Board, or its designate for such permit issuance, as hereinafter provided:
 - (1) Sales of merchandise of any kind.
 - (2) Use of fireworks or other explosives.
 - (3) Musical, theatrical or other entertainment.
 - (4) Overnight camping.
 - (5) Parties, meetings and/or gatherings comprised of twenty-five (25) or more persons.
 - (6) Person(s) undertaking activities permitted with written permission from the Township must have a copy of the written permission on them at all times while undertaking approved activities.

§ 96-2. Enforcement.

The Police Department shall enforce the regulations herein set forth and shall exercise general supervision over persons and property in any Township parks.

§ 96-3. Powers and duties of Park and Recreation Board.

The Township Park and Recreation Board shall have general supervision of all Township parks and all maintenance thereof, including replacements of property and equipment therein, and shall have the authority to conduct and approve recreation programs and events. The Park and Recreation Board shall recommend to the Board of Supervisors rules and regulations with respect to conduct at Township parks and recreation facilities. The Board of Supervisors, upon recommendation from the Park and Recreation Board, may adopt by resolution reasonable rules and regulations for conduct at Township parks and recreation facilities. In view of the fact that the Township parks and play grounds have been acquired and are maintained primarily for the use of residents of the Township, the Board of Supervisors, Park and Recreation Board or any person or persons so designated, shall have the right to control access to those park and playground areas.

§ 96-4. Permits.

Permits for use of Township park(s) and field(s) shall be issued in behalf of the Township by the Township's Park and Recreation Board and/or designated Township park and recreation staff. The Township, upon recommendation from its Park and Recreation Board, may enact a fee schedule for such permits. All moneys received from these fees will be entered into the Township's Park and Recreation Fund and be designated for Township park maintenance and improvements, appropriate Township-sponsored recreation programs held within the confines of its parks or at other sites and facilities approved by the Township.

§ 96-5. Violations and penalties.

- A. Any person violating any of the provisions of this chapter shall be liable to pay a fine of not more than \$1,000 for each and every offense, plus all court costs and reasonable attorneys fees, incurred by the Township in the enforcement of this chapter - to be collectible before any District Justice as like penalties are now by law collectible. Each day a violation continues shall constitute a separate offense. In default of the payment of any fine, the defendant shall be sentenced to imprisonment to the extent allowed by law for the punishment of summary offenses. Further, the appropriate officers or agents of the Township are hereby authorized to seek any other available relief at law or equity, including injunction, to enforce compliance with this chapter.
- B. Parents and/or legal guardians of person(s) less than 18 years of age will be held liable for any/all fines assessed and/or damages incurred by those persons to Township park properties.

§ 96-6. Existing rights and remedies preserved; severability.

It is hereby declared to be the purpose of this chapter to provide additional and cumulative remedies to regulate the public use, enjoyment, health, welfare and safety of Township parks and recreation areas, and nothing contained in this chapter shall in any way abridge or alter rights of action or remedies now or hereafter existing in equity, or under common law or statutory law, civil or criminal. All other sections, parts and provisions of said Code of Ordinances of the Township of Willistown shall remain unchanged.