

## Disclaimers

1) The issuance of a Sports Field permit is entirely at the discretion of the City of Pickering. The City of Pickering reserves the right to cancel any permit temporarily or permanently for any of the following reasons:

- The area is required by the City for a special event
- Any breach of these rules and regulations
- Area not being used for the purpose(s) agreed to in the permit
- Inclement weather and/or poor field or playing conditions
- Permit fees have not been paid
- Proof of required insurance not provided
- Not using designated parking facilities
- Driving a motorized vehicle on sports fields or park property
- Selling or trading permits with other user groups

2) The facilities named on this permit are to be used only on the date(s) and time(s) specified and only for the purpose(s) named. The permit is not valid unless signed by an authorized city official.

3) The permit is not transferable.

4) Permit holders wishing to cancel or alter their permit must give 30 days written notification as per procedures established by the City of Pickering.

5) The City of Pickering will not be responsible for personal injury or for any loss or theft. In case of injury, an accident/incident report will be provided by the City of Pickering. It must be filled out and immediately delivered to The Pickering Civic Complex, Community Services Department, One The Esplanade, Pickering, Ontario, L1V 6K7.

6) The permit holder, the organization and its members including: anyone attending by invitation, agrees to release, discharge, indemnify and save harmless the City of Pickering and applicable School Board from and against all claims and proceedings, by whomever made or brought, in respect to any cost, losses, damage or injury arising by reason of the use of any rented facilities.

7) The permit holder must pay all damage to facilities and/or furnishings arising from the use of such facilities and/or furnishings granted by this permit.

8) The permit holder must pay applicable fees for extra work provided by the City of Pickering as deemed necessary.

9) All permit holders must comply with Federal, Provincial and Municipal by-laws and regulations including the use of games of chance, lotteries, gambling and serving of food or alcoholic beverages.

**Disclaimers Continued**

- 10) The permit holder is responsible to ensure that participants and spectators abide by the no smoking prohibitions in effect and to ensure that a person who refuses to comply with the prohibition does not remain in a smoke-free area. *The Smoke-Free Ontario Act* imposes obligations on proprietors of sporting areas to ensure that the prohibition against smoking is respected. A proprietor includes the owner, operator or person in charge of the place. Failure to comply with this requirement may result in the revocation of the permit.
- 11) The permit holder shall be responsible for the conduct and supervision of all persons admitted to the facilities and shall see that all regulations contained in this permit are strictly enforced.
- 12) All activities must be conducted in an orderly manner. Use of profane language is prohibited.
- 13) The permit holder must be a person authorized by the organization, and if requested, shall produce such authorization in writing. The permit holder is responsible for payment of any outstanding fees that are due to the City of Pickering under the terms of the permit. If no guarantee can be provided when requested, a permit will not be issued.
- 14) It is the permit holder's responsibility to inspect sports field prior to use, to establish safe playing grounds.
- 15) All applications must be received by the City of Pickering no later than the 3<sup>rd</sup> Monday of January of the current booking period. Associations and/or leagues that may not have finalized their league schedule due to dependency on scheduling by governing leagues/bodies must submit an anticipated schedule no later than 3<sup>rd</sup> Monday in January. This will allow the sports field booking staff to commence the development of the sports field master schedule by the beginning of February. Every effort will be made to accommodate any required changes as a result of submission of an anticipated schedule. Any applications received after the due dates will be treated as new application and will be considered after seasonal bookings have been reserved.
- 16) A City of Pickering representative must be notified of cancellation/rain out dates, 48 hours after the cancellation, to receive credit to their account. Failure to report a cancellation/rain out after the 48-hour period will be deemed invalid for refund.
- 17) No permit holder shall transfer, trade or sub-lease permit rights granted by the City. Such assignments are strictly prohibited and may lead to the cancellation of permits and future allocations.

**Park Bookings Waiver**

The undersigned has read and on behalf of the Licensee agrees to be bound by this Permit/License and the Terms and Conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this Permit/License on behalf of the Licensee and has sufficient power, authority and capacity to bind the Licensee with his/her signature.

Authorized Agent Signature

Date & Time of Signature

On Behalf of the City of Pickering

Date of Signature

Personal information contained on this form is collected pursuant to the *Municipal Freedom of Information and Protection of Privacy Act*. This information is collected to process your Sports Field rental request. Any questions related to the collection of this information should be directed to the City Clerk, One The Esplanade, Pickering, ON L1V 6K7, 905.420.4611.

Alternate formats available upon request at 905.683.7575.