

**Town of Harwich  
Recreation Department  
Recreation and Youth Commission**

Administrative Office: 100 Oak Street, Harwich, MA 02645 | 508-430-7553

**Facility Use Policy Agreement – Recreational Facility Requests**

**Please read carefully.**

This Facility Use Agreement is required for all non-individuals and groups/parties seeking to secure a reservation for a recreation facility.

Throughout this agreement the term event refers to any activity held on/ at a facility/ park/ field, etc. including but not limited to games, practice, tournaments, and events.

**A. LIABILITY/ INSURANCE COVERAGE/ WORKERS' COMPENSATION**

1. Comprehensive General Liability or Commercial General Liability Insurance shall be required for non-individual events. The Permittee shall take out, at their expense, and keep in force during the period covered by the agreement, broad form comprehensive general liability insurance, naming the Town of Harwich and its facility(ies) as insured. Proof of Coverage must be delivered to the Recreation Department at least sixty (60) days prior to the event.
2. General Liability limit of at least \$1,000,000/Occurrence and \$3,000,000 General Aggregate shall be provided, and the Town of Harwich shall be named as an "Additional Insured."
3. Notification of Change. Required insurance coverage may not be suspended, voided, cancelled, or reduced in coverage or in limits, unless thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town through the Recreation Department.

**B. HOLD HARMLESS AND RELEASE AGREEMENT**

1. In consideration of participation of this rental, The Permittee agrees to indemnify, defend and hold harmless the Town of Harwich, its boards, commissions, officials, employees, agents, officers, and volunteers, against any claim by any person for any injury or death to persons or loss or damage to or diminution in value of any property occurring upon the facility or relating in any way to the permittee's exercise of its rights under this agreement, including, but not limited to, death, illness, injury and/or disease suffered by persons entering the facilities pursuant to this agreement. The provisions of this paragraph shall survive the expiration or termination of this agreement.
2. The Permittee represents and warrants that it shall obtain from all participants of any applicable event hereunder an executed Release of Claims, Indemnity and Hold Harmless Agreement. See Sample in box below.

**Sample:** Release of Claims, Indemnity and Hold Harmless Agreement

**\*\*\*Please read this document thoroughly before completing and signing\*\*\***

The Town of Harwich is pleased to offer the opportunity to participate in recreation activities coordinated by the Town of Harwich or for use of its recreational facilities, fields and parks. The attached Release of Claims, Indemnity and Hold Harmless Agreement absolves the Town of Harwich and its officials, employees, and volunteers from liability or responsibility for any harm or injuries you or your child may suffer during or as a result of participation at these recreational facilities. It also provides that the Town will not be liable or responsible for harm to others resulting from your participation in these community activities. Please consult an attorney if you have any questions regarding this document.

Participant's Information:

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Health Insurance: \_\_\_\_\_

Parent/Guardian (as applicable):

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Date of Birth: \_\_\_\_\_ Health Insurance: \_\_\_\_\_

**C. DAMAGE OR LOSS**

1. Any damage or loss to facilities/ parks/ fields or equipment is the responsibility of the Permittee. The Permittee shall be liable for costs associated with callouts of public workers and officials and restoring and/or replacing any damages or losses.

2. Fights, vandalism or unacceptable behavior occurring during an event shall cause immediate cancellation of the permit and fees will be forfeited.

My signature acknowledges that I have read and agree to all the agreement's provisions and obligations.

Fax and electronic signatures are treated as original signatures and shall be deemed original for the purposes of execution and as evidence of the same.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title/Date