

**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 at a facility, park, or field, including but not limited to games, practices, tournaments, and other gatherings.

Liability / Insurance Coverage / Workers' Compensation

- Comprehensive General Liability or Commercial General Liability Insurance shall be required for non-individual events.
 - The Permittee must obtain and maintain broad-form comprehensive general liability insurance at their expense during the period covered by the agreement. The insurance must name the Town of Harwich and its facilities as insured.
 - Proof of Coverage must be delivered to the Recreation Department at least **sixty (60) days prior to the event.**
 - Coverage limits must not be less than **one million dollars (\$1,000,000) per occurrence**, with the Town of Harwich listed as an **“Additional Insured.”**
 - **Notification of Change:** Required insurance coverage may not be suspended, voided, canceled, or reduced unless the Town receives **thirty (30) days' prior written notice** by certified mail with return receipt requested.
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Hold Harmless and Release Agreement

In consideration of participation in this rental, the Permittee agrees to indemnify, defend, and hold harmless the Town of Harwich, including its boards, commissions, officials, employees, agents, officers, and volunteers, against any claims arising from:

- Any injury or death of persons.

- Loss, damage, or diminution in value of any property occurring at the facility.
- Any liability relating to the Permittee's exercise of its rights under this agreement, including but not limited to injury, illness, or disease suffered by persons entering the facilities.

The provisions of this paragraph **shall survive the expiration or termination** of this agreement.

The Permittee represents and warrants that they will obtain an **executed Release of Claims, Indemnity, and Hold Harmless Agreement** from all participants of any applicable event.

Damage or Loss

- The Permittee is responsible for any **damage or loss** to facilities, parks, fields, or equipment.
- The Permittee shall be liable for costs associated with **public worker callouts and restoring/replacing damages or losses**.
- Fights, vandalism, or unacceptable behavior **will result in immediate cancellation of the permit**, and fees will be forfeited.

Acknowledgment and Agreement

By signing below, I acknowledge that I have read and agree to all provisions and obligations outlined in this agreement.

Fax and electronic signatures are considered original signatures for execution purposes.

Release of Claims, Indemnity, and Hold Harmless Agreement

Please Read Thoroughly Before Signing

The Town of Harwich is pleased to offer opportunities to participate in recreation activities coordinated by the Town or to use its recreational facilities, fields, and parks.

This **Release of Claims, Indemnity, and Hold Harmless Agreement** absolves the Town of Harwich, its officials, employees, and volunteers from any liability for harm or injuries suffered by you or your child during or as a result of participation in these recreational activities. Additionally, it establishes that the Town is not liable for harm to others resulting from your participation.

If you have any questions regarding this document, please consult an attorney.

Participant's Information

- **Name:** _____
- **Date of Birth:** _____
- **Health Insurance:** _____

Parent/Guardian (if applicable)

- **Name:** _____
- **Telephone:** _____
- **Address:** _____
- **Date of Birth:** _____
- **Health Insurance:** _____