



CITY OF HAGERSTOWN
PARKS & RECREATION FACILITY USE APPLICATION
SPECIAL EVENTS

Table with 2 columns: For Office Use Only, Permit #. Rows include Manager/ Designee Signature & Date, Approved, Denied/ Reason.

This Park Facility Use Application must be completed for any event open to the public or to rent one of our parks and/or recreation facilities. A standard pavilion rental for a private event is exempt from completing a Park Facility Use Application.

Included with this Application are additional criteria that must be met, therefore, please read the entire packet prior to submitting your completed and signed Application & Waiver. Applications must be received by the Parks and Recreation office at least two (2) months prior to date of event.

Each Application is evaluated by the Parks & Recreation Manager or designee. Please allow two weeks for review and approval.

PLEASE TYPE OR PRINT:

Applicant's Name: _____

Business/Organization: _____

Mailing Address: _____

City, State, Zip: _____

Phone Number: _____ Email: _____

Park Facility Requested: _____

Date(s) of Proposed Event: _____

Event Start Time: _____ Event End Time: _____

Setup Time: _____ End Time for Tear Down: _____

Name of Event: _____

Planned Activities: _____

Estimated number of people to attend: _____

Is this event open to the public? YES NO

If you are holding a public event, please complete the custom questions listed on page 2.

Custom Questions for Special Events Open to the Public, Band Shell & University Plaza Rentals:

- Will admission be charged? YES NO
- Will the event have vendors? YES NO

If so, please check the following:

 - Information Only
 - Food/Drink
 - Sale of Merchandise, please specify: _____
- Will there be music/entertainment? YES NO

If yes, please describe: _____

Band Shell renters will be required to provide their own microphone, music stands & equipment.
- Will other equipment be used? YES NO

If so, please check the following:

 - Generators
 - Tents, Size? _____
 - (Tents must be weighted down, no stakes permitted)*
 - Inflatables are prohibited*

If other, please describe: _____
- Will you require restrooms? YES NO
- Will you require electricity? YES NO

If yes, for what purpose? _____
- Any other special needs or amenities requested? _____

Please read all necessary attachments included with Parks & Recreation Facility Use Application for Special Events:

- Parks & Recreation Facility Rental Guidelines
- Park Rules
- Organized Rallies, Demonstrations & Crowd Control Guidelines
- Insurance Instructions

Payment & Refund Policy

- Once you are notified that your Application has been approved, you must provide payment no later than 30 days prior to the date of your event. You must submit the required Certificate of Insurance and other required documentation no later than 15 days prior to the date of your event.
- The City does NOT issue refunds, credits, or transfers due to inclement weather. All requests for cancellations, reschedules or refunds must be submitted in writing to the Parks & Recreation office at least (30) thirty days before the date the Pavilion or Band Shell is rented to receive a refund of the total amount paid. If the request is received less than (30) thirty days, renter forfeits the entire amount paid.
- If a refund policy is stated differently on a specific facility, the refund policy listed on the facility guidelines for that facility applies.

Rental Agreement

It is hereby agreed and understood that the park facility specified on the Park Facility Use Application is reserved, as specified, for use by the Applicant. The park facility reserved is subject to inspection by any authorized representative of the City of Hagerstown, during the course of use in order to ensure proper use of City owned property.

Applicant assumes all liability for any and all costs of cleanup of the premises and shall ensure the good order of the group, its invitees and guests.

It is the sole responsibility of the Applicant to acquire and submit to the Parks and Recreation Office all required permits and legal authorization (e.g. Certificates of Insurance, Health Department Permits, any and all permits required to sell or serve alcoholic beverages, etc) for scheduled event no less than ten (15) business days prior to date of event.

Applicant shall save and hold harmless and indemnify the City, its agents, servants, employees, officers and representatives from any and all claims, fines of whatsoever nature or kind including personal injuries and property damage arising directly or indirectly under any circumstances by the exercise of the Applicant (and/or the Applicant's family, employees, invitees, guests or licensees) in its use of the park facility.

By signing below, I acknowledge that I have read and agree to the terms of this Parks & Recreation Facility Use Application, including the Waiver and all the attachments listed herein.

Applicant's Signature & Date: _____

Please Print Name (include title if applicable): _____

NOTE: Approval by the Parks and Recreation Manager or designee is required prior to use of the requested park facility. You will be notified when your application has been approved. Please do not send payment or a Certificate of Insurance until your Application has been approved.

SUBMIT COMPLETED AND SIGNED PARKS & RECREATION FACILITY USE APPLICATION and WAIVER TO:

City of Hagerstown, Parks & Recreation Office
351 N. Cleveland Ave, Hagerstown, MD 21740
Email: parks&rec@hagerstownmd.org
FAX: 301-790-0171
PH: 301-739-8577, ext 169

The City of Hagerstown reserves the right to modify and/or reject this contract at any point in time.



Release & Waiver of Liability

IMPORTANT: PLEASE READ CAREFULLY BEFORE SIGNING THIS DOCUMENT.

This **Release and Waiver of Liability** (the "Release") is executed on this _____ day of _____, 20____, by _____ a participant who has attained the age of majority (the "Participant"), in favor of the City of Hagerstown, a municipal corporation formed under the laws of Maryland, as well as its agents, servants, employees, volunteers, insurers, successors and assigns, collectively or individually, (collectively, the "City"). The Participant desires to participate in the _____[name, location and date of event, hereinafter referred to as the "Activity"]. Participant affirms that s/he is in good health and capable of undertaking the activities for which this Release is being granted.

The Participant does hereby freely, voluntarily and without duress execute this Release under the following terms:

1. **Waiver and Release.** In consideration of being permitted to attend the Activity, Participant agrees to release and forever discharge and hold harmless the City from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Participant's participation in the Activity.

Participant acknowledges that this Release forever discharges City from any and all liability, claim or cause of action that the Participant may have against City with respect to any bodily injury, personal injury, illness (including but not limited to COVID-19), loss, death, or damage to personal property which may result directly or indirectly from Participant's participation in the Activity.

2. **Medical Treatment.** Participant does hereby release and forever discharge City from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, medical care or service rendered in connection with the Participant's participation in of the Activity.

3. **Assumption of Risk.** The Participant acknowledges that participating in the Activity may include activities that may be hazardous to the Participant. Participant hereby expressly and specifically assumes the risk of injury or harm in these activities and releases City from any and all liability for injury, illness, death or property damage resulting from the Participant's activities relating to the Activity.

4. **Insurance.** The Participant acknowledges that City does not carry or maintain health, medical or disability insurance coverage for any Participant. **EACH PARTICIPANT IS ENCOURAGED TO OBTAIN HIS OR HER OWN MEDICAL AND/OR HEALTH INSURANCE COVERAGE BEFORE PARTICIPATING IN THE ACTIVITY.**

5. **Rules and Regulations.** Participant agrees to abide by all applicable City and/or Activity Rules and Regulations. Failure to do so will be grounds for immediate expulsion from the Activity without refund of any fee paid by the Participant.

6. **Other.** Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted under the laws of the State of Maryland and this Release shall be governed by and interpreted in accordance with the laws of the State of Maryland (without regard to its conflicts of laws principles). Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be in full force and effect.

7. **Effective Date.** This Release shall be effective immediately upon execution and shall apply to any and all activities occurring at the Activity.

IN WITNESS WHEREOF, Participant has read and understood this Release and all of its terms and conditions and has executed this Release as of the day and year first above written.

PARTICIPANT: *(Parent/guardian shall sign if Participant is a minor)*

WITNESS:

Signature

Signature

Printed Name

Printed Name

Mailing Address

City, State, Zip Code

Date of Birth

Phone Number



PARKS & RECREATION RENTAL FACILITY LIST

(January 1, 2025)

Facility Type	Facility Details	Fees
	<i>Facility Hours are Sunrise to 30 minutes after Sunset, unless stated otherwise</i>	<i>*includes \$25 admin fee</i>
Pavilion	Standard Pavilion Rental City Park, Fairgrounds, Hager, Pangborn & Wheaton <i>Seats 50-80; includes bathrooms, electricity & charcoal grill</i>	\$75/ day
	City Park Key Street Pavilion <i>Seats 20; does not include a grill</i>	\$75/ day
	City Park Train Hub Pavilion <i>Seats 125; includes bathrooms & electricity</i> Train Hub Museum <i>Includes access to the Museum and train cars with a staff member for 3-hrs; see Rental Guidelines</i>	\$125*/ 4 hours Additional \$100/ 3 hours
Court/ Field	Only sport related activities permitted Priority given to the City's approved User groups who maintain fields	
	Tennis & Basketball Courts Wheaton	Private Use \$85*/ day
	Softball Fields City Park	Tournaments \$185*/ day
	Grass Field City Park, Fairgrounds, Hager, Pangborn & Wheaton	\$25 admin fee
Indoor Recreation Room	Fit Room at Fairgrounds Park (4-hr minimum) <i>Capacity 144; includes tables & chairs, facility closes at 9pm. See Rental Guidelines</i>	\$50/ hour + \$75 cleaning fee + \$25 admin fee
Other	Fairgrounds Park Stables <i>(72 Stalls/Stall Area (yard sales, car shows, etc)</i>	\$285*/ day
	Pangborn Trellis <i>Includes electric only; capacity 50. Does not include picnic tables, grill, or covered roof.</i>	\$75/ day
Park/ Plaza	Fairgrounds Park <i>Limited dates are available and must be scheduled a year in advance.</i>	\$1,000/ 6 hours + \$25 admin fee
	University Plaza <i>Fenced plaza includes stage and lawn space; electricity available. Alcohol permitted with Mayor & Council Approval. See Rental Guidelines</i>	\$100*/ day + Restroom Fee: \$50 or \$100 w/ food/drink
Stage/ Band Shell	City Park Band Shell <i>Equipped with a basic PA system, Applicant must supply own microphone, music stands and equipment. Seating area accommodates approximately 300 people.</i>	\$150*/ day
	Wheaton Band Shell	\$35/day + \$25 admin fee