



CITY OF HAGERSTOWN
PARKS & RECREATION FACILITY USE APPLICATION
Private Rental - Fit Room & City Park Train Hub Only

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 private rental of our parks and/or recreation facilities.

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

Private rentals are not required to provide insurance coverage.

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

- Parks & Recreation Facility Rental Guidelines
• Park Rules

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 private rental.
- 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 (10) ten days before the date of the private rental to be considered for a credit or refund.
- 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 <i>Priority given to the City's approved User groups who maintain fields</i>	
	Tennis & Basketball Courts Wheaton	Private Use \$85*/ day
	Softball Fields City Park & 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



CITY OF HAGERSTOWN, MARYLAND

Park Rules

(Last Revised Feb 2022)

The following rules govern the use of the City of Hagerstown park properties and facilities by members of the public. These rules define the general privilege of use relating to the parks and recreation facilities and do not create rights of use. The Parks and Recreation Division retains the authority to modify these rules at any time, and the Parks management is at their discretion to revoke, suspend, or modify any person's privileges of use upon good cause.

1. Pets are permitted in designated areas only and must be on a lead and in full compliance with the Washington County animal control laws. Pets are not allowed in pavilions, on athletic fields, courts or playgrounds.
2. The use of any tobacco products, e-cigarettes, or vaping is prohibited in all of the parks of the City of Hagerstown.
3. Alcoholic beverages, illegal drugs and weapons are prohibited.
4. The sale of goods or services or the solicitation of donations in exchange for goods or services is prohibited unless such activity is approved by the City in advance or as part of a City-approved event.
5. Any motorized vehicles, motorized scooters, mopeds or any other like recreational motorized devices are prohibited.
6. Bicycles, skateboards, rollerblades, etc, are only permitted in designated areas.
7. Noise level restrictions will be enforced. No form of amplified sound is permitted except in Band Shells, University Plaza, or approved stages.
8. Inappropriate or indecent conduct, harassment and/or language that can create a public nuisance are prohibited.
9. Only the use of City provided grills is acceptable. All other grills or fires are prohibited.
10. Swimming is prohibited in any body of water except Antietam Creek.
11. Fishing is prohibited in any body of water except at Pangborn Park and Antietam Creek. Boating is only permitted on the Antietam Creek. State laws must be adhered to.
12. Tents, pop-up canopies and tarps are prohibited unless authorized in advance by the City. Inflatables are prohibited.
13. Metal detectors are prohibited.
14. Glass containers, gambling, and overnight camping are all prohibited.
15. Operation of hot air balloons, model aircraft, rockets and drones, remote controlled vehicles and all watercraft, etc, are prohibited.
16. Litter and refuse are to be placed in proper receptacles by the User. Confetti is prohibited.
17. Firearms, bows and arrows, devices creating a fire hazard, hunting, trapping, disturbing the wildlife, etc, are prohibited. Paintball activities are prohibited.
18. Interference with employee and/or volunteer duties is prohibited.
19. Parking or driving on turf or unauthorized areas is prohibited.
20. Alteration or installation of equipment (volleyball nets, etc) is prohibited.
21. Defacing of property (indoors or outdoors) is prohibited. Staples, nails, etc are prohibited.
22. Any other conduct that may jeopardize the safety of others is prohibited.
23. Being present on park property other than during the posted hours of operation of "sunrise to one-half hour after sunset" is prohibited unless such activity is approved by the City in advance or as part of a City-approved event.

In addition to facing any applicable civil or criminal penalties, any person who violates any of the foregoing rules may be issued a Letter of No Trespass and be prohibited from entering onto City of Hagerstown park properties.

**Department of Public Works
Parks and Recreation Division**

351 North Cleveland Avenue • Hagerstown, MD 21740
Ph: 301.739.8577 Ext. 169 • Fax: 301.790.0171

CITY PARK TRAIN HUB

Rental Guidelines

Located at 770 City Park Dr., Hagerstown, Md, the Train Hub is located rear of City Park. All located within a gated area, the Applicant has the option to rent just the Pavilion or the Pavilion and the Museum; fees are charged accordingly.

The Train Hub facility is not available for rentals November through March and on the following City recognized holidays: Good Friday and Easter Sunday, Memorial Day, 4th of July and Labor Day.

Mid-April through Mid-October, the Train Hub is open for tours Fridays and Saturdays, 10am – 4pm. To check availability for rentals, please call 301-739-8577, ext 170.

No alcoholic beverages are permitted. The use of any tobacco products, e-cigarettes, or vaping is prohibited; all Park Rules are part of this application and must be followed, no exceptions.

Parking is allowed in designated parking areas only. Fire exits must NOT be blocked. All exits must be kept clean and unobstructed.

Maximum capacity is 125 (picnic table seating).

Decorations must meet the approval of the Recreation staff. Nothing may be hung from the walls or ceilings, unless approved by Recreation staff. Use of any type of lit candles is strictly prohibited. Only candles used for ceremonial purposes may be allowed.

Children must be supervised by an adult throughout the time that they are on the premises. No pets are allowed within the facility with the exception of guide dogs, unless prior approval is obtained.

Please leave the facility and its contents in the same condition in which you found them. Please place all trash in the trash receptacle outside the facility. The City will not be responsible for any property that is left on the premises by an individual or group.

Applicant will be responsible for the replacement or repairs of any part of the building or its contents therein, which become broken, defaced, damaged or missing, as a result of the rental. Damage fees are assessed by Parks & Recreation Manager and the Applicant can be charged up to \$500 in the following situations or as deemed necessary by Management:

- a. Removal of floor or wall stains requiring more than standard of leaving the area in 'broom swept condition'
- b. Broken furniture
- c. Defacement of any part of the interior or exterior of the building
- d. Equipment found to be missing as a result of a group using the building

Payments are accepted via credit card only (no cash, no checks); full payment must be received 30 days before rental.

If the rental is for a private event, the insurance requirements do not apply.

FIT ROOM AT FAIRGROUNDS PARK

Rental Guidelines

Located at 532 N. Cannon Ave, Hagerstown, Md, the Fit Room is an indoor facility located at Fairgrounds Park in the upper grandstand, equipped with large windows that fill the room with natural light. When not being used for our fitness classes, this multi-use indoor space is perfect to rent for a business or private event.

The Fit Room is not available for rentals on the following City recognized holidays: New Year's Eve and New Year's Day, Good Friday and Easter Sunday, Memorial Day, 4th of July, Labor Day, Thanksgiving Eve and Thanksgiving Day, Christmas Eve Day and Christmas Day. To check availability, please call 301-739-8577, ext 170.

No alcoholic beverages are permitted. The use of any tobacco products, e-cigarettes, or vaping is prohibited; all Park Rules are part of this application and must be followed, no exceptions.

Parking is allowed in designated parking areas only. Fire exits must NOT be blocked. All exits must be kept clean and unobstructed.

Maximum capacity is 144. Tables and chairs are provided for the rental; it is the Applicant's responsibility to set up the tables and chairs for the event and returned to storage area. There are no kitchen facilities on site.

Decorations must meet the approval of the Recreation staff. Nothing may be hung from the walls or ceilings, unless approved by Recreation staff. Use of any type of lit candles is strictly prohibited. Only candles used for ceremonial purposes may be allowed.

Children must be supervised by an adult throughout the time they are in the building. No pets are allowed within the facility with the exception of guide dogs, unless prior approval is obtained.

Please leave the facility and its contents in the same condition in which you found them. Please place all trash in the trash receptacle outside the facility. The City will not be responsible for any property that is left on the premises by an individual or group.

Applicant will be responsible for the replacement or repairs of any part of the building or its contents therein, which become broken, defaced, damaged or missing, as a result of the rental. Damage fees are assessed by Parks & Recreation Manager and the Applicant can be charged up to \$500 in the following situations or as deemed necessary by Management:

- a. Removal of floor or wall stains requiring more than standard of leaving the room in 'broom swept condition'
- b. Broken furniture
- c. Defacement of any part of the interior or exterior of the building
- d. Equipment found to be missing as a result of a group using the building

Applicant acknowledges responsibility to repair/replace property damaged by the User(s). The Fit Room is monitored by surveillance cameras.

Room is available to Applicant for approved hours only. Applicants are subject to an early entry and late stay fee of \$100/hour if rental goes beyond approved rental hours.

After your request has been approved, payment is accepted by credit card only (no cash or checks). Full payment must be received at least 30 days prior to rented date. A key pickup date will be scheduled the week prior to rental date and a key drop-off date will be scheduled with a staff walk-through site inspection the next business day following the rental date. After-hour contact information and other important information is posted in the Fit Room.

If the rental is for a private event, the insurance requirements do not apply.