

**WHEATLANDS METROPOLITAN DISTRICT**

6295 S Main St # 104

Aurora, CO 80016

720-274-5759

Application for Use Permit for Sports Fields for Youth Sports Team Practices, and Sports Field Release Waiver and Indemnification.

Please Note: At least one team coach must be a resident of Wheatlands Metropolitan District (the "District"), who is not less than 21 years of age. A resident coach must be present at all reserved times.

Number of Resident Players \_\_\_\_\_

Number of Non-Resident Players \_\_\_\_\_

Age Group: \_\_\_\_\_ Male  Female  Sport: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Address of Organization: \_\_\_\_\_

Name of Park:

Wheatlands Parkway Field A

Wheatlands Parkway Field B

SEASON(s): (Feb-Mar) (Apr-May) (June-July) (Aug-Sept) (Oct-Nov)

\_\_\_\_\_

TIMES: No more than two days per week; one time slot per day. Mark your 1<sup>st</sup> and 2<sup>nd</sup> choices. Monday – Friday times are 4:30-6:30p.m. or 6:30-8:30 p.m. Saturdays 9:00-11:00a.m. or 11:00- 1:00p.m. The fields are closed on Sundays.

First Choice: \_\_\_\_\_

Second Choice: \_\_\_\_\_

Coach's Name: \_\_\_\_\_

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

\_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Second Coach's Name: \_\_\_\_\_

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

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Third Coach's Name: \_\_\_\_\_

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

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

## **POLICY**

Revocable Park Use Permits for Sports fields for Youth Sports Team Practices ("Practice Permit") will be issued seasonally on a first-come, first-served basis, starting January 1 of each year. The following must be submitted in order to be considered for a Practice Permit:

1. A completed application for revocable park use permit for sports fields;
2. A formal roster of all team players, with their addresses or addresses of schools they attend within the District;
3. A Sports Fields Release Waiver and Indemnification signed by a parent or guardian for each player;
4. A Sports Field Release Waiver and Indemnification signed by each coach;
5. A Sports Field Release Waiver and Indemnification, signed on behalf of the sponsoring organization.

All sports fields, ball fields, and parks owned by the District are available for the general informal use of District residents and their guests, provided they have not been previously reserved. Any activity consisting of 5 or more players per team will require a permit prior to using the fields. Commercial use of the fields is prohibited.

Reservations will be selected on a first come/first served basis. Field times and preferences will be granted in order of how the reservations are received by the office. You may or may not get your first choice of days and times. As such, please provide a second and third choice to ensure you get a reservation.

Reservations must be cancelled 7 days in advance of the start of the season to receive a full refund of the use fee and deposit.

### **Fees and Deposit:**

\$250.00 Deposit – The deposit check will be shredded following your rental, providing that there are no damages or trash clean-up charges, and providing that the permit holder has complied with the conditions of the permit. **PLEASE NOTE: DEPOSIT CHECKS WILL BE HELD BY THE DISTRICT.**

**\$100.00 Usage Fee per month for up to two days per week – in one time slot per resident/organization/team.**

\$200.00 Usage Fee per month for up to two days per week – in one time slot per non-resident/organization/team.

The applicable fees are due 30 days prior to the reservation date. The fees are charged per month, and are payable to Wheatlands Metropolitan District. You can only reserve one season at a time per deposit. Please make checks payable to the Wheatlands Metropolitan District and send to: 6100 S Kewaunee Drive, Aurora, CO 80016, Attention: Office Manager. A confirmation letter will be sent out by the District.

**RESERVATIONS WILL NOT BE CONSIDERED FINAL UNTIL APPROVAL IS GRANTED AND THE APPROPRIATE FEE AND DEPOSIT HAVE BEEN RECEIVED AT THE OFFICES OF THE YMCA.** If you do not received written confirmation (email confirmation), please contact the YMCA at 720-274-5759, or wheatlandsdistrict@denverymca.org (email is the preferred method of contact).

## PERMIT CONDITIONS

1. Motorized vehicles are prohibited on the fields and turf areas (this includes vehicles for purposes of unloading or loading equipment) unless a prior written approval of the District is granted (for such purposes as dragging the infield with an ATV).
2. No commercial concessions may be operated, nor charge or donation requested of the public on the premises.
3. Upon completion of each practice, the area shall be restored to a litter-free condition. The applicant agrees to be responsible for costs incurred by the District for repairs or clean-up by the district necessitated by the team's use.
4. Tents, booths, stands, awnings, canopies, or other structures are prohibited without the prior written approval of the District.
5. Destruction, damage, or removal of any vegetation or defacement of District property is prohibited. The applicant agrees to be responsible for all such damage.
6. Disorderly conduct and/or abusive language are prohibited and shall be cause for revocation of the Practice Permit. The activity may not unreasonably interfere with or detract from the general public's enjoyment of surrounding areas.
7. Any machine or device for the purpose of amplification of human voice, music or any other sound is prohibited without the prior written approval of the District.
8. No alcoholic beverages are permitted. Consumption of alcoholic beverages on the premises shall be cause for revocation of Practice Permit and immediate expulsion.
9. A copy of the Practice Permit must be in the possession of the resident coach and shown to District personnel upon request.
10. District parks and facilities are patrolled by local law enforcement agencies. Use of the facilities is subject to all applicable state and local laws and regulations.
11. This practice Permit is non-assignable.
12. **Permits are for practice use only.** League games or tournaments shall not be held on the fields. Scrimmages are okay as long as both teams using the field have a permit.
13. All reservations will be subject to time limitations and use limitations, and may be subject to other conditions or restrictions, as set forth in the Practice Permit. Users must vacate the area at the time designated on the permit. **Failure to comply with the time restraints may be considered a forfeiture of the security deposit.**
14. Due to concerns about the turf conditions, the Wheatlands Metropolitan District reserves the right to cancel an event if it is deemed that the turf conditions are poor or the activity will cause damage. It is the responsibility of the field user(s) to know the status of any given field to maintain safe and playable field conditions. The fields may not be used, and activities must be cancelled when any of the following conditions exist:
  - a) Water standing on the infields of ball fields or goal mouths/midfield of multipurpose fields
  - b) ½ inch or more of moisture has fallen within the previous 24 hours, causing ground saturation.
  - c) Snow covers the field (Snow removal by user groups will not be permitted.)
  - d) Where grass is sparse or field is worn badly and ground is saturated e. Frost is visible on the turf
  - e) Turf can be displaced or dislodged from the ground
  - f) Mud cakes or clings to shoes h. Steady rain is falling
  - g) Dirt (infields) areas are muddy

VIOLATION OF ANY OF THE PRACTICE PERMIT CONDITIONS OR ANY OF THE DISTRICT'S POLICIES MAY RESULT IN IMMEDIATE REVOCATION OF THE PRACTICE PERMIT.

I have read, understand, fully agree with, and accept all responsibility for the terms and conditions of this Practice Permit.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

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(Name of Organization if Applicable)

**SPORTS FIELDS RELEASE, WAIVER, AND INDEMNIFICATION  
(PARENT/LEGAL GUARDIAN)**

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT INCLUDES A  
RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

I, on behalf of myself and my child, for whom I am the legal guardian named who wishes to participate in sports activities on sports fields operated by Wheatlands Metropolitan District, Arapahoe County, Colorado (the "District") recognize the possibility of physical injury and loss associated with athletic activities including, but not limited to, soccer, football, baseball, and softball. I agree that my minor child and I will abide by the Rules and Regulations of the District, and release the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of District property.

**I (adult participant or parent/s for themselves and for and on behalf of their participating minor child) agree as follows:**

**1. to release and agree not to sue Wheatlands Metropolitan District, its' directors, employees, agents, and subcontractors with respect to any and all claims, liabilities, suits, or expenses (including attorneys' fees and costs) (hereafter collectively "claim" or "claim/s") for any injury, damage, death, or loss in any way connected with my or my child's participation in activities, and/or use of any equipment, facilities or premises of the Wheatlands Metropolitan District. I understand I agree here to waive all claim/s I or my child may have against Wheatlands Metropolitan District and agree that neither I, my child, nor anyone acting on my or my child's behalf, will make a claim against Wheatlands Metropolitan District as a result of any injury, damage, death, or other loss suffered by me or my child;**

**2. to defend, hold harmless, and indemnify** ('indemnify' meaning protect by reimbursement or payment) **Wheatlands Metropolitan District, its directors, employees, agents, and subcontractors with respect to any and all actions, liabilities, suites, and/or claim/s: (a) brought by or on behalf of me, my child or a family member for any injury damage, death, or other loss in any connected with my/my child's participation in activities, and/or use of any equipment, facilities or premises of Wheatlands Metropolitan District; and/or (b) brought by a co-participant or any other person for any injury, damage, death, or other loss to the extent caused by my/my child's conduct in the course of participating in activities, and/or using any equipment, facilities or premises of Wheatlands Metropolitan District.**

**This Release, Waiver, and Indemnity Agreement includes claim/s resulting from Wheatlands Metropolitan District's negligence, and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug, and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract, or any other claim.**

**Adult participant or parent/s of a minor participant agree: I have carefully read, understand, and voluntarily sign this Document and acknowledge that it shall be effective and binding upon me, my participating minor child, spouse, and other family members, and my heirs, executors, representatives, subrogors, and estate. *Adult Participant or one or both parent/s of a minor participant must sign below. Parent/s please print the name of your participating minor child.***

\_\_\_\_\_  
Participant (Parent/s please print name for minor)      Date      Participants Birthday

\_\_\_\_\_  
Parent or Guardian Signature      Date      Print Name

\_\_\_\_\_  
Parent or Guardian Signature      Date      Print Name

**SPORTS FIELDS RELEASE, WAIVER, AND INDEMNIFICATION (COACH)**

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

I wish to participate in sports activities on sports fields operated by Wheatlands Metropolitan District, Arapahoe County, Colorado (the "District") and recognize the possibility of physical injury and loss associated with athletic activities including, but not limited to, soccer, football, baseball, and softball. I agree that I will abide by the Rules and Regulations of the district and release the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of District property.

**I agree as follows:**

- 1. to release and agree not to sue Wheatlands Metropolitan District,** its directors, employees, agents, and subcontractors, with respect to any and all claims, liabilities, suits, or expenses (including attorneys' fees and costs) (hereafter collectively 'claim' or 'claim/s') for any injury, damage, death, or other loss in any way connected with my participation in activities, and/or use of any equipment, facilities, or premises of the Wheatlands Metropolitan District. **I understand I agree here to waive all claim/s I may have against Wheatlands Metropolitan District, and agree that neither I, nor anyone acting on my behalf, will make a claim against Wheatlands Metropolitan District as a result of any injury, damage, death, or other loss suffered by me;**
- 2. to defend, hold harmless, and indemnify** ('indemnify' meaning protect by reimbursement or payment) **Wheatlands Metropolitan District** its' directors, employees, agents, and subcontractors with respect to any and all actions, liabilities, suits, and/or claim/s: (a) brought by or on behalf of me or a family member for any injury, damage, death, or other loss in any way connected with my participation in activities, and/or use of any equipment, facilities, or premises of Wheatlands Metropolitan District; and/or (b) brought by a co-participant or any other person for any injury, damage, death, or other loss to the extent caused by my conduct in the course of participating in activities, and/or using any equipment, facilities, or premises of Wheatlands Metropolitan District.

**This Release, Waiver, and Indemnity Agreement includes claim(s) resulting from Wheatlands Metropolitan District's negligence, and includes claim(s) for personal injury or wrongful death (including claim(s) related to emergency, medical, drug, and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract, or any other claim.**

**Adult participant agrees: I have carefully read, and understand, and voluntarily sign this document and acknowledge that it shall be effective and binding upon me, my spouse, and other family members, and my heirs, executors, representatives, subrogors, and estate.**

***Adult Participant must sign below.***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Address:



**SPORTS FIELDS RELEASE, WAIVER, AND INDEMNIFICATION (ORGANIZATION)**

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

The Organization desires to conduct sports activities on sports fields operated by Wheatlands Metropolitan District, Arapahoe County, Colorado, (the "District"), and recognizes the possibility of physical injury and loss associated with athletic activities, including, but not limited to soccer, football, baseball, and softball. The Organization agrees that it will abide by the Rules and Regulations of the District, accepts responsibility for any damage to District property and to individuals participating in activities on District property, and releases the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of District property.

**The Organization agrees as follows:**

- 1. to release and agree not to sue Wheatlands Metropolitan District, its' directors, employees, agents, and subcontractors with respect to any and all claims, liabilities, suites, or expenses (including attorneys' fees and costs) (hereafter collectively 'claim' or claim(s)') for any injury, damage, death, or loss in any way connected with the organizations participation in activities, and or use of any equipment, facilities, or premises of the Wheatlands Metropolitan District. **The Organization understands and agrees here to waive all claim(s) it may have against Wheatlands Metropolitan District and agrees that neither the Organization, nor anyone acting on its behalf, will make a claim against Wheatlands Metropolitan District as a result of any injury, damage, death, or other loss suffered by any participant;****
- 2. to defend, hold harmless, and indemnify** ('indemnify' meaning protect by reimbursement or payment) **Wheatlands Metropolitan District** its' directors, employees, agents, and subcontractors with respect to any and all actions, liabilities, suits, and/or claim(s): (a) brought by or on behalf of the Organization or any participant or a family member for any injury, damage, death, or other loss in any way connected with participation in activities, and/or use of any equipment, facilities or premises of Wheatlands Metropolitan District; and/or (b) brought by a co-participant or any other person for any injury, damage, death, or other loss to the extent caused by the Organization's conduct in the course of participating in activities, and/or using any equipment, facilities or premises of Wheatlands Metropolitan District.

**This Release, Waiver, and Indemnity Agreement includes claim(s) resulting from Wheatlands Metropolitan District's negligence, and includes claim(s) related to emergency, medical, drug, and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.**

**Organization agrees: Its' representative has carefully read, understands and voluntarily signs this document and acknowledges that it shall be effective and binding upon the Organization, its' representatives, and subrogors.**

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Address: