

Gold Crown Foundation

Coca- Cola All-Star Park Facility Reservation Request

Organization Name:		
Name on Insurance Policy (Please Attach Certificate of Insurance):		
Group Contact:		
Address (Must match credit card billing address):		
<u>City:</u> State: Zip:		
Phone #: (C): Phone #: (W):		
E-Mail:		
A attivitus Information		
Activity Information Activity: Baseball Softball Other:		
Activity Type: Practice Game Tournament Clinic Other:		
Additional Rental Items (fees may apply): □ Scoreboard □ Microphone □ Folding Tables □ Folding Chairs □ Other		
Special Requests:		
Recurring Reservation		
Event Begin Date: Event End Date: Start Time: End Time:		
Day(s) of Week: ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday ☐ Sunday		
Exclude these Dates in Range:		
Single Session		
Date:		
Event Information:.		
\$375.00 per game (4 Game Minimum) or \$1500 per day.		
Anticipated # of Teams: Anticipated # of Participants: Anticipated # of Spectators:		



Facility Information: Coca-Cola All- Star Park

- All-Star Park is an approved playing field for baseball or softball at the High School or Collegiate level.
- Newly renovated synthetic "Shaw" Turf playing field.
- Reservations include Home & Away dugouts, Home & Away bullpens.
- Reservations include the use of Coca-Cola scoreboard and speaker system.
- The Concessions stand will open when sufficient volume is expected.
- No Metal Cleats (\$250/per game fine)
- No shelled nuts or seeds. (\$250/per game fine)

Coca-Cola All-Star Park Release and Indemnity

The person completing this form and/or the organization for whom this form is completed, herein called "Applicant", shall strictly comply with all Federal, State and local statues, laws, rules and regulations and all of the rules and regulations of the Gold Crown Foundation applicable to the use of the Coca Cola All Star Park and shall ensure that all persons attending the event comply therewith.

The Gold Crown Foundation makes no warranty or representation of any kind, including the suitability of the Coca Cola All Star Park and the condition or habitability of said facility for Applicant's desired use. By the Applicant's signature hereto, the Applicant accepts the facility as is and acknowledges that the same is satisfactory without any warranty or representation by the Gold Crown Foundation.

The Applicant, for itself, its heirs, successors and assigns and participants, hereby waives any claim against the Gold Crown Foundation, its Directors, officers, employees and agents, and their successors and assigns, herein called the "Released Parties", for any matter whatsoever arising out of or in connection with the use by the Applicant of Coca Cola All Star Park, and specifically releases and discharges the Released Parties, from any claim, cause of action or demand of any sort or nature in connection with the use or condition of Coca Cola All Star Park.

The Applicant agrees to hold the Released Parties harmless and to indemnify the Released Parties, against any and all claims, causes of action or demands of any sort or nature by any person, party or entity arising out of or in connection with the use of Coca Cola All Star Park by the Applicant, its members, participants or attendees, including but not limited to any claim, cause of action or demand based on any act or failure to act of the Released Parties, or the condition of Coca Cola All Star Park and its property. Said indemnification shall include and not be limited to any and all costs incurred by the Released Parties, as a result of any claim, cause of action or demand, including the Released Parties attorney's fees. The Released Parties will not be held liable for any injuries to participants or spectators, damage to Applicant's equipment or supplies or loss of any of Applicant's personal property. The Applicant assumes all responsibility for use.

The Applicant shall, immediately and on demand, reimburse the Gold Crown Foundation for actual documented costs incurred by the Gold Crown Foundation as a result of any damage to the Gold Crown Field House or the property, buildings, structures or equipment located therein resulting from Applicant's use. In the event that the Gold Crown Foundation should be required to engage the services of legal counsel to enforce any of this agreement, the Applicant shall, in addition to any other obligations owed by the Applicant to the Gold Crown Foundation, reimburse the Gold Crown Foundation for all actual costs incurred in connection therewith, including attorney's fees.

Coronavirus (COVID-19) Policy & Acknowledgment

The Applicant acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that event participants and staff may be exposed to or infected by COVID-19 by using this facility and that such exposure or infection may result in personal injury, illness, permanent disability, and death. The Applicant understands that the risk of becoming exposed to or infected by COVID-19 while using this facility may result from the actions, omissions, or negligence of themselves



and others, including, but not limited to, Gold Crown Foundation employees, volunteers, and event participants and their families.

Reservation & Payment Policies: Coca Cola All Star Park

- A minimum reservation of 4 games is required.
- For exclusive use of the facility, groups may be required to reserve the entire day.
- Full payment will be required one month prior to the scheduled event. A 50% NON-Refundable deposit must be made at the time of booking.
- Cancelled events or release of reserved space is not entitled to reimbursement
- Any exceptions to the fee or payment schedule must be approved by the Gold Crown Foundation in writing, in advance.

Use Restrictions and Applicant's Responsibilities for the Gold Crown Field House

- Applicant must provide own its own insurance naming the Gold Crown Foundation as an additional insured for \$1
 million dollars of liability insurance for all participants and spectators prior to any usage. Proof of insurance must be
 obtained and secured at the time of processing the request.
- Use of space is limited specifically to those areas identified on the permit. Applicants will be billed for use of any space not included in the reservation.
- Gold Crown Foundation reserves the right to schedule other activities in parts of the building not included in this group's reservation.
- Adequate adult supervision is required for all activities. Gold Crown Foundation reserves the right to terminate the
 activities, without refund, of any unsupervised group. Facility may remain closed, and participants and spectators
 may be denied access, until appropriate supervision is on-site.
- Applicants may not charge or collect any admission fees, either prior to or at the time of the event, for any events held at Coca Cola All Star Park without prior written approval.
- Applicants may not establish any type of concession sales, or contract out for concession sales, for dispensing
 merchandise, foods, candies, soft drinks, etc. Organizations may not authorize vendors whether to solicit or
 distribute information, goods, or services.
- Applicants may not bring any signs or banners into Coca Cola All Star Park for commercial advertising, sponsorship, or promotion, without prior written approval.
- Organizations may not use the name or trademarks of the Gold Crown Foundation or Coca Cola All Star Park in promoting any event or activity without prior written consent.
- This agreement covers use only by the Applicant and no other group. There is no authority granted or implied in the agreement which allows the Applicant to permit other groups access or charge a fee (sublet) to other groups for access to Coca Cola All Star Park during the Applicant's approved usage time.
- Applicant will be responsible for any damage, resulting from negligence or misuse by any participant or spectator, to any part of the Gold Crown Field House and its adjacent property, or any part of Coca-Cola All Star Park.
- All Gold Crown and Coca Cola All Star Park trademarks, logos, and brands are the sole property of The Gold Crown Foundation. Use of any Gold Crown trademark, logo, or brand is strictly prohibited unless express written permission and approval of use is first obtained.
- Coca Cola All Star Park must be left in a clean and orderly condition. The Applicant will be billed if an excessive amount of cleanup is required.
- Applicant agrees to pay all rental charges, according to the current fee schedule. Delinquent payments may result in cancellation, without refund.
- For all games, camps, and clinics, applicant must provide supervisory personnel, available to respond to all program situations and incidents that arise. Failure to have a responsible person on-site will result in cancellation of the event, without a refund.
- Applicant is responsible for the conduct and control of participants and spectators and ensuring that all spectators remain within the park boundries. Failure to do so will result in loss of games or cancellation of the event.



Applicant personally ensures the payment of all fees associated with rental, as outlined in the Reservation Permit.
 Uncollected payments will be turned over to a Collections Agency, and Applicant agrees to pay all fees associated with the Collections process, including and not limited to Collections Agency fees and court costs. On all accounts 60 days past due, interest will accrue at a rate of 30% per 30 day period.

Keli McGregor Field at Coca Cola All Star Park IS A SMOKE-FREE, DRUG-FREE, WEAPON-FREE FACILITY.

This agreement is valid for all reservations made during any 12 month period.

Applicant's Signature:	Date: