



## City of Garden Grove Community Services Department Facility Use Rules and Guidelines Agreement

The following are conditions of use for park facilities (shelters, buildings, and Picnic Pavilion) in Garden Grove. **Failure to adhere to any of these conditions may result in forfeiture of fees paid and/or the security deposit, revocation of any future permits, rejection of future applications, and immediate cancellation of your event.**

### **GENERAL RULES FOR ALL FACILITY RENTALS**

1. Group size must adhere to the attendance guidelines established for the following facilities:
  - West Grove Park building (no more than 40)
  - Westhaven Park building (no more than 60)
  - Sports & Recreation Center multi-purpose room (no more than 50)
  - Park picnic shelters (no more than 50)
  - Garden Grove Picnic Pavilion (no more than 150)
2. Permits will only be issued to persons 18 years and older.
3. If applying for an organization, the applicant must also be an authorized representative of the organization, or have the authorization to contract on behalf of the organization.
4. A use fee and security deposit are required and reservations may be taken up to six months in advance of desired date. Fee subject to change without prior notice.
5. A \$25 jumper permit fee is required to have an inflatable or any other additional play equipment that is not already an existing fixture in the park or facility. Only vendors that have provided the proper liability insurances may supply this equipment. A list of approved vendors is available upon request. If a non-insured vendor is used, City staff reserves the right to shut down said vendor and retain security deposit and/or fees paid.
6. Any person or group causing damage to City-owned property or equipment will be required to pay for said property or equipment (based on current cost of repair or replacement). Until payment is received, the City shall have the right to cancel the group's current contract and reject future applications.
7. Amplified sound systems are not permitted on park grounds unless approved by a Community Services Supervisor. If approved, sound must be kept to a reasonable level so as not to disturb or interfere with other users of the park facilities. The sound is deemed unreasonably loud if it exceeds 70 decibels or is plainly audible from a distance of 50 yards (150 feet) or more. Failure to do so or failure to respond to requests from City staff to lower the volume, will result in the sound being turned off.
8. The use or presence of alcohol or illegal drugs is not permitted.
9. No objects or decorations are to be taped, glued, or otherwise mounted to any part of any City facility or structure. User may temporarily tie decorations. All decorations must be removed from facility or structure at the end of the event.
10. Groups must clean the area after their event. **Failure to leave the area clean will result in users being charged a clean-up fee and/or forfeiture of their deposit or portion thereof.** If the trashcans adjacent to the rented facility are full, patrons must use other trashcans in the park. Trashcans are located throughout the parks in the vicinity of the shelters. Trash shall not be left outside any trashcan in the Picnic Pavilion, picnic shelters, or park buildings.

### **ADDITIONAL RULE FOR PARK BUILDING RENTALS**

1. For park building rentals, a walk-through must be done with City staff and paperwork initialed at the beginning and end of your reservation.

**ADDITIONAL RULES FOR PARK SHELTER AND PAVILION RENTALS**

1. The City attempts to maintain the Picnic Pavilion and picnic shelters in a clean and useable state, **but since they are public facilities, the cleanliness is not guaranteed.**
2. The Picnic Pavilion is the only outdoor facility that has water and electricity available.
3. Event activities can only occupy an area approximately 50 feet in radius from the Picnic Pavilion and 50 feet from a picnic shelter. Event activities and patrons cannot interfere with other permitted groups.
4. Two additional tables (maximum of 8 feet in length) are allowed at picnic shelters and the Picnic Pavilion. A maximum of 16 additional portable chairs are also allowed.
5. One portable canopy, no more than 10 feet by 10 feet in size is allowed at the picnic shelters and Picnic Pavilion. All canopies must be weighed down appropriately. Canopies may not be staked into the ground.
6. Only one small portable barbecue may be used. The barbecue must be placed on the concrete surface of the picnic shelter. Coals may not be left on the grass or placed in trashcans. Removal from the park and disposal of all coals is the responsibility of the applicant.
7. In the event of inclement weather, you may reschedule to another available date free of charge within 6 months of the original reservation date. If you would rather receive a refund, you are required to inform City staff that you will not be using the facility no later than 2 hours after the start of your scheduled rental time. Messages may be left with the Park Patrol officer at (714) 412-2130 or the City's general Recreation line at (714) 741-5200.

***RELEASE, WAIVER OF LIABILITY, INDEMNITY AGREEMENT & CONSENT TO PHOTOGRAPH & VIDEO FORM***

IN CONSIDERATION of being permitted to participate or engage in City of Garden Grove ("City") recreation programs, events or activities, or to use City facilities or equipment, the undersigned, on behalf of himself/herself, and on behalf any minors in the legal custody of the undersigned, and on behalf of any personal representatives, heirs, assigns, and next of kin (collectively "Participant"), hereby agrees to the fullest extent permitted by law to release, waive, hold harmless and covenant not to sue the City, its directors, officers, employees, and agents (collectively "Releasees") from any and all suits, claims, damages, losses, injuries (including property damage, bodily injury or death), and any other compensable loss of any type (collectively "Claims") pertaining to, related to, or arising directly or indirectly out of Participant's participation in the programs, events, or activities, or use of City facilities or equipment, even though the Claims may arise out of negligence or carelessness on the part of the Releasees, or out of a dangerous or defective condition of property or equipment of the City. This release does not apply to the extent such Claims are caused by the gross negligence or willful or wanton misconduct of the Releasees. The Participant further agrees to defend and indemnify the Releasees from any Claims directly or indirectly arising out of the acts or omissions of the Participant.

Participant acknowledges that the activities involve known and unanticipated risks which could result in bodily or emotional injury, death and/or property damage and understands that risks of injury or property damage simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity. Participant assumes full responsibility and risk of bodily injury, death, or property damage arising out of or related to the activity and consents to treatment and all medical care deemed necessary resulting from said treatment.

Participant further consents to voluntary participation and grants the City the right to videotape or photograph his/her participation in the activities in which he/she participates and to use the videos or photographs in future City publicity and understands that Participant will not receive any compensation for such.

Participant agrees that the foregoing RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**I CERTIFY THAT I HAVE READ, UNDERSTOOD, AND AGREE TO THIS RELEASE, WAIVER OF LIABILITY, INDEMNITY AGREEMENT & CONSENT TO PHOTOGRAPH & VIDEO FORM.**

\_\_\_\_\_  
Name of Applicant

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

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

\_\_\_\_\_  
Date

The City of Garden Grove's cancellation fees for any park shelter, pavilion, or building reservation are:  
**32 or more days prior to event.....Full Refund Minus \$5 Administration Fee**  
**7 to 31 days prior.....50% Refund**  
**Less than 7 days prior.....No Refund**

\_\_\_\_\_ Initial to acknowledge that you understand the information provided above.