



## City of Golden Parks and Recreation Event Permit and Rental Agreement for the Clear Creek Whitewater Park

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

Contact Person \_\_\_\_\_ Home phone \_\_\_\_\_

Address \_\_\_\_\_ Cell phone \_\_\_\_\_

City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_ Work phone \_\_\_\_\_

Fax \_\_\_\_\_

E-mail \_\_\_\_\_

### Event Rules and Regulations and Rental Agreement

The responsible organization, as a condition of being granted an event permit for the Clear Creek Whitewater Park, agrees to abide by the following rules, regulations and conditions established by the City of Golden as follows:

1. The services and activities provided by the event are those of an independent entity and not as an employee, officer, official or agent of the City.
2. The responsible organization shall indemnify and hold harmless the City, its officers, officials, employees and self-insurance pool from and against any and all damage and loss to person or property and shall defend the City from any and all claims, demands, suits, actions or proceedings of any kind, including costs of actions and reasonable expert fees and attorney fees incurred by the City in any way resulting from or arising out of the community event. This provision shall not and is not intended, in any way or manner, to waive or cause the waiver of the defenses or limitations on damages provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., Colorado Revised Statutes, the Colorado Constitution, or the common law or laws of the United States or Colorado.
3. The responsible organization shall procure and maintain, at its own cost, liability insurance in the amount of not less than \$1,000,000 against all claims, demands and other obligations incurred by the event planner in its performance of the community event. Such insurance shall be in addition to any other insurance requirements imposed by law. The responsible organization shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section 3 of these "Rules" by reason of its failure to procure or maintain insurance in insufficient amounts, durations or types. **A copy of the policy shall be provided to the City and approved by the City as a condition of the community event being approved. The City of Golden and its employees must be listed as additional insured on the policy.**
4. The City of Golden cannot issue permits or approve activities on behalf of other jurisdictions, such as the County Health Department, Sheriff's Office, State Patrol or Colorado School of Mines. It is the responsibility of the organization or event planner to secure the necessary approval from other entities.
5. The City of Golden cannot guarantee availability of public property for special events.
6. Destruction, damage, or defacement of City of Golden property is prohibited. The renter will be charged for the cost of all repairs and/or replacement costs of equipment and property.
7. The renter of the Event is responsible for all accidents, injuries, field damages, or loss of property. The City of Golden and its designated representatives shall be held harmless from any and all claims resulting from the use of the Clear Creek Whitewater Park.
8. The renter of the Whitewater Park may not sell or authorize the sale of food, concessions, or any product without written permission from the City of Golden, the Jefferson County Health Department and the contracted concessionaire. If approval is given to sell food, concessions, or product, the Renter of the Whitewater Park must provide the City of Golden a copy of the sales tax license and provide proof of compliance with the Jefferson County Health Department. The Renter must then go through the Special Events application process via the Communications office.
9. The renter of the Clear Creek Whitewater Park can not raise funds for profit.
10. No alcohol is allowed at the Clear Creek Whitewater Park.

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Signature of Renter/Date

\_\_\_\_\_  
City of Golden Signature/Date