

# Powhaton Community Authority

13131 W. Alameda Pkwy, Suite 200  
Lakewood, CO 80228

## **Application and Revocable Park Use Permit for Sports Fields for Sport Team Practices, and Sports Field Release Waiver and Indemnification.**

Please Note: At least one team coach must be a resident of Powhaton Community Authority (the "Authority"), who is not less than 21 years of age, to qualify for Resident Usage Fee. A resident coach must be present at all reserved times.

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

Age Group: \_\_\_\_\_ Sport: \_\_\_\_\_

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

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

Name of Park: \_\_\_\_\_

Season: March.-May June-Aug Sept.-Nov.

OR

Specific Dates: \_\_\_\_\_

TIMES: (Circle requested time slots for no more than two days per week)

Monday	Tuesday	Wednesday	Thursday	Friday
5:00 pm – 6:00 pm	5:00 pm – 6:00 pm	5:00 pm – 6:00 pm	5:00 pm – 6:00 pm	5:00 pm – 6:00 pm
6:00 pm – 7:00 pm	6:00 pm – 7:00 pm	6:00 pm – 7:00 pm	6:00 pm – 7:00 pm	6:00 pm – 7:00 pm
7:00 pm – 8:00 pm	7:00 pm – 8:00 pm	7:00 pm – 8:00 pm	7:00 pm – 8:00 pm	7:00 pm – 8:00 pm

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

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

Phone: Office \_\_\_\_\_ Home \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

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

Phone: Office \_\_\_\_\_ Home \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

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

Phone: Office \_\_\_\_\_ Home \_\_\_\_\_

E-mail Address: \_\_\_\_\_

## **POLICY**

Revocable Park Use Permit for Sport Fields for Sport Team Practices (“Practice Permit”) will be issued seasonally on a first come first serve basis starting January 1 of each year for teams with at least one (1) team coach who is a resident of the Authority, and March 1<sup>st</sup> for teams coached by non-residents. The following must be submitted in order to be considered for a Practice Permit:

- 1) A completed Application for Revocable Park Use Permit for Sport Fields for Sport Team Practices;
- 2) A Sport Fields Release Waiver and Indemnification signed by each coach;
- 3) A Sport Fields Release Waiver and Indemnification signed on behalf of the sponsoring organization.

All sports fields, ball fields, and parks owned by the Authority are available for the general informal use of Authority residents and their guests, provided they have not been previously reserved. Any activity consisting of five (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 serve 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 up to seven (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 will be returned within four (4) weeks following your rental, provided that there are no damages or trash clean up charges, and provided that the permit holder has complied with the conditions of the permit. **PLEASE NOTE: DEPOSIT CHECKS WILL BE CASHED AND THE FUNDS WILL BE HELD BY THE AUTHORITY.**

Resident Usage Fee - \$35.00 per hour. Maximum allowance of one (1) hour per day; maximum allowance of two (2) days per week, per organization/team.

Non-Resident Usage Fee - \$70.00 per hour. Maximum allowance of one (1) hour per day; maximum allowance of two (2) days per week, per organization/team.

The applicable fees are due at least fourteen (14) days prior to the reservation date and are charged per season. Only one season may be reserved at a time, per deposit. All applicable fees shall be made payable to Powhaton Community Authority and sent to: Public Alliance, 13131 W. Alameda Pkwy, Suite 200, Lakewood, CO 80228. A confirmation letter will be sent out by the Authority, by either mail or email, outlining the fees and deposits due.

**Reservations will not be considered final until approval is granted and the appropriate fee and deposit have been received at the offices of Public Alliance.** If you do not receive written confirmation, please contact Kate Innes with Public Alliance at [kate@publicalliancellc.com](mailto:kate@publicalliancellc.com).

## 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 Authority is granted.
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 Authority for repairs or cleanup by the Authority necessitated by the team's use.
4. Tents, booths, stands, awnings, canopies, or other structures are prohibited without the prior written approval of the Authority.
5. Destruction, damage, or removal of any vegetation or defacement of Authority 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 Authority.
8. No alcoholic beverages are permitted at any scheduled athletic event or practice. 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 Authority personnel upon request.
10. Authority 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 field conditions, Powhatan Community Authority reserves the right to cancel an event if it is deemed that the field 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. 1/2 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
  - f. Turf can be displaced or dislodged from the ground
  - g. Mud cakes or clings to shoes
  - h. Steady rain is falling
  - i. Dirt (infields) areas are muddy

VIOLATION OF ANY OF THE PRACTICE PERMIT CONDITIONS OR ANY OF THE AUTHORITY'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 \_\_\_\_\_ (Name of Organization)

Date \_\_\_\_\_

**Powhatan Community Authority**  
**Revocable Park Use Permit for Sports Fields**  
**for Sport Team Practices**

*(to be completed by Authority office personnel)*

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

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

Name of Park / Location: \_\_\_\_\_

Season (Dates of Use):    March.-May    June-Aug.    Sept.-Nov.

Day(s) and Time(s) of Use:

<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
5:00 pm – 6:00 pm	5:00 pm – 6:00 pm	5:00 pm – 6:00 pm	5:00 pm – 6:00 pm	5:00 pm – 6:00 pm
6:00 pm – 7:00 pm	6:00 pm – 7:00 pm	6:00 pm – 7:00 pm	6:00 pm – 7:00 pm	6:00 pm – 7:00 pm
7:00 pm – 8:00 pm	7:00 pm – 8:00 pm	7:00 pm – 8:00 pm	7:00 pm – 8:00 pm	7:00 pm – 8:00 pm

Approved                  Disapproved                  Date \_\_\_\_\_

Fee: \_\_\_\_\_          Deposit: \_\_\_\_\_

Cash          Check # \_\_\_\_\_          Other \_\_\_\_\_          Total \$ \_\_\_\_\_

Special Conditions: \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

**SPORT 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 sport fields operated by Powhaton Community Authority, City of Aurora, Arapahoe County, Colorado (the "Authority") 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 Authority, and release the Authority from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of Authority property.

**I agree as follows:**

1. **to release and agree not to sue Powhaton Community Authority**, 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 Powhaton Community Authority. **I understand I agree here to waive all claim/s I may have against Powhaton Community Authority and agree that neither I nor anyone acting on my or my behalf, will make a claim against Powhaton Community Authority 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) **Powhaton Community Authority** 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 Powhaton Community Authority; 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 Powhaton Community Authority.

**This Release, Waiver and Indemnity Agreement includes claim/s resulting from Powhaton Community Authority'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, 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***

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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

**SPORT 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 sport fields operated by Powhaton Community Authority, City of Aurora, Arapahoe County, Colorado, (the "Authority") 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 Authority, accepts responsibility for any damage to Authority property and to individuals participating in activities on Authority property, and releases the Authority from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of Authority property.

**The Organization agrees as follows:**

- 1. to release and agree not to sue Powhaton Community Authority**, 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 the Organization's participation in activities, and/or use of any equipment, facilities or premises of the Powhaton Community Authority. **The Organization understands and agrees here to waive all claim/s it may have against Powhaton Community Authority and agrees that neither the Organization nor anyone acting on its behalf, will make a claim against Powhaton Community Authority 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) **Powhaton Community Authority** 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 Powhaton Community Authority; 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 Powhaton Community Authority.

**This Release, Waiver and Indemnity Agreement includes claim/s resulting from Powhaton Community Authority'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.**

**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

\_\_\_\_\_  
Print Name of Signer

\_\_\_\_\_  
By: (Signature)

\_\_\_\_\_  
Title

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