

Village of Florida Facility Use Permit

Date of application: \_\_\_\_\_ Date of Event(s): \_\_\_\_\_  
Time of Event: \_\_\_\_\_ Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Person making request: \_\_\_\_\_ Telephone number: \_\_\_\_\_  
Type of Event: \_\_\_\_\_  
Facility Requested: \_\_\_\_\_  
A certificate of insurance is attached? \_\_\_ Yes \_\_\_ No (\$1,000,000.00 minimum required)  
Deposit: \$\_\_\_\_\_ (\$100 for Village or Town of Warwick residents; \$250 outside the Town of Warwick, refundable if site is left in good order) Date Paid: \_\_\_\_\_  
Use Fee: \$\_\_\_\_\_ (\$50 for Village and Town of Warwick residents; \$250 for anyone outside the Town of Warwick, non-refundable) Date Paid: \_\_\_\_\_  
Items to be sold (if applicable): \_\_\_\_\_

(The sale of prepared food requires a permit from the Orange County Dept. of Health)

**Alcoholic beverages are not permitted at any park owned by the Village of Florida**

I/we \_\_\_\_\_ agree/s to defend, indemnify and hold harmless The Village of Florida from any claim, demand, suit, loss, cost of experience, or any damage which may be asserted, claimed or recovered against or from by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury, or death, arises out of or is incident to or in any way connected with the use and performance of this contract/facility, and regardless of which claim, demand, damage, loss, cost of expense if caused in whole or in part by the negligence of the signee, or by third parties, or by the agents, servants, employees or factors of any of them.

**CERTIFICATE OF INSURANCE REQUIREMENTS:**

The borrower/renter at the borrower's/renter's sole expense shall procure and maintain bodily injury, including death and property damage insurance with a combined limit of at least one million and no/100 dollars (\$1,000,000). The insurance shall be with an "A" best-rated Company licensed to do business in this State. Such insurance shall insure, on an occurrence basis against all liability of the renter, its employees and agents arising out of or in connection with operations of the renter. The Village of Florida and its elected officials, officers, board members, agents and employees shall be named as an additional insured on the renter's policy. The renter shall provide to the Village of Florida a certificate of insurance evidencing the coverage required by this paragraph on or before the commencement date of the contract.

This application is submitted to you for your approval. If approved, the organization assumes full responsibility for the care of equipment, buildings, and grounds. We also understand that if any equipment is missing or damaged, we may be held responsible for replacing the item(s). In addition, unless waived, we are responsible for custodial (cleaning) and supervisory expenses.

\_\_\_\_\_  
(Signature of applicant)

**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT** In consideration for receiving permission to BE ON PREMISES at Glenmere Park (hereinafter the “Activity or Activities”), I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following: 1. I understand the hazards of the novel coronavirus (“COVID-19”) and am familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19. I acknowledge and understand that that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates. 2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Activities. 3. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in the Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children from whom I have the capacity contract) the VILLAGE OF Florida, their Board Members, employees and assigns (the “RELEASEES”) from any liability related to COVID-19 which might occur as a result my being on the premises and participating in the Activities. 4. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys’ fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury. 5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of NEW YORK I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES. IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same. IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this

\_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

SIGNATURE: \_\_\_\_\_ NAME: \_\_\_\_\_  
 \_\_\_\_\_ NAMES OF MINOR

CHILD(REN): \_\_\_\_\_  
 \_\_\_\_\_

**\*\*\*No permit application is considered complete without COVID endorsement**