



Livermore Area  
Recreation and Park District  
*An independent special district*

4444 East Avenue, Livermore CA 94550  
(925) 373-5700 / LARPD.ORG

**(APPLICANT MUST BE 18+ YEARS. Please complete the application in its entirety or the permit process may be delayed.)**

## PICNIC RENTAL WAIVER

### **AGREEMENT AND RELEASE OF LIABILITY**

I certify that I, the Applicant reserving with Livermore Area Recreation and Park District, am at least 18 years of age. The undersigned or, if signing for an organization, that organization, certifies that the above information is accurate and correct, and that the undersigned has read and understood the Facility Rental Rules and Regulations as set forth by the Livermore Area Recreation and Park District pertaining to the use of District facilities. I understand that I or an appointed representative must be present at the beginning of the rental time and must be present at the end of the rental time for inspection. I understand that failure to comply with the Facility Rental Rules and Regulations may lead to losing portions and/or all of my rental deposit and fees, which in some cases may exceed the rental deposit amount. I further understand that if I delegate my Applicant responsibilities to other members or service agencies for which I have contracted, I still have the ultimate responsibility of the facility during my rental.

It is further agreed that the applicant shall indemnify, defend, and hold harmless Livermore Area Recreation and Park District, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the Applicant's use or occupancy of a facility or property controlled by Livermore Area Recreation and Park District, unless solely caused by the gross negligence or willful misconduct of Livermore Area Recreation and Park District, its officers, employees, or agents.

Force Majeure: Notwithstanding anything to the contrary contained in this agreement, Livermore Area Recreation and Park District (District) shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemics, epidemic, civil disturbance, acts of terrorism, regulation of public authority, and other causes beyond their control. The undersigned waives any right of recovery against the District and the undersigned shall not charge results of "acts of God" to the District, its officers, employees, or agents.



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## FACILITY RENTAL RULES AND REGULATIONS

By signing the Facility Rental Application, you are signing that you have read and understand all information contained herein. The following rental policies outline the conditions for use of District facilities. All District facilities are governed by these general rules, in addition to specific conditions for each facility.

- 1. Application and Rental Requirements** - Reservations will only be accepted with a completed application. Applicants must be at least 18 years of age. Livermore residents may be asked to provide valid proof of residency (i.e., California I.D. or utility bill in Applicant's name) to qualify for the resident rate. Picnic rental fees are due and to be paid in full thirty (30) days prior to your rental date.
- 2. Adhering to time schedule on application** - The time stated on the application form for the reservation will be enforced. The reservation period must include all the time necessary for setup and cleanup for the rental. Rentals are based upon availability and are limited to specific rental periods.
- 3. Cleaning requirements** –Applicants will leave the picnic site in good and clean condition and will dispose of all trash in the provided trash receptacles. Applicant is responsible to report any damage that occurs during the rental period. Failure to leave the site in good and clean order could result in the forfeit of the rental deposit, and/or the Applicant may be billed separately if the deposit is not sufficient to cover the additional damage balance.
- 4. Condition of facility** - District staff will check the condition of the picnic site before the start of and at the conclusion of a rental to determine if damage has occurred. District staff will document any issues incurred during but not limited to setup, event time, and cleanup. It is the responsibility of District staff to enforce facility use regulations and prevent abuse of any facility or facility use privileges, including but not limited to, requesting police department assistance to stop the service of alcoholic beverages, to remove disruptive individuals, and/or to clear the facility and cancel the rental. In the case of such a cancellation of a facility rental, no rental fees will be refunded or transferred. District staff will process the deposit refund request upon review the week following the rental. Refundable deposits are refunded back to the Applicant the week following the rental. Deposits will be returned to the Applicant in the same form as the original payment, unless approved by District staff.
- 5. Liability** - The Applicant is solely responsible and accountable financially for any and all accidents or injuries to persons or property resulting from your use of District facilities. The Applicant is responsible for knowing and understanding all rules and regulations governing District facilities. The Applicant shall also be responsible for the control and supervision of all people in attendance during the usage of the facility and shall take care to see that no damage is done to the facility, and that everyone conducts himself or herself in an orderly manner. Minors must be supervised at all times during the facility rental, this includes setup and cleanup. The District will not be held responsible for unsupervised minors. If facility damage, inappropriate behavior of a rental group, or exceeding capacity levels occurs at any rental activity, the rental may be shut down, a refund may not be issued including withholding the refundable deposit, and further use of District facilities by the Applicant or group may be denied.

- 6. Compliance with all applicable law, rules, and regulations** – The Applicant shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings. The Applicant agrees to abide by all applicable local, federal, and state accessibility standards and regulations. The Applicant further agrees that it is solely responsible for reviewing and ensuring compliance with all Applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc. The District reserves the right to immediately revoke an applicant's right to use of the facility under this agreement should the Applicant fail to comply with any provisions of this section. Deposit will be forfeited for non-compliance of rules.
- 7. Finalizing payment** - Final rental fees are due thirty (30) days before the rental date. Payments may be paid by check, cash, and credit card. Checks are to be mailed to the Livermore Area Recreation and Park District, 4444 East Avenue, Livermore CA 94550. If payment is not received by the specified due date, the rental may be cancelled and subject to forfeiture of all fees submitted.
- 8. Permit Changes** – All facility rental changes must be made in writing to District staff. Changes made less than thirty (30) days prior to the rental date that result in additional fees will be required to be paid in full by the Applicant at the time of making the change. All facility rental fees are due and to be paid in full thirty (30) days prior to the facility rental date. Failure to pay the rental balance in full thirty (30) days prior to the rental date may result in the facility rental being cancelled, and a refund may not be issued, including withholding the refundable deposit. It is the Applicant's responsibility to check and verify their facility rental permit to ensure that all facility rental details are accurate and correct. Corrections must be addressed to District staff in writing prior to the rental date to ensure the permit reflects the facility rental.

  - a. **Inclement Weather:** A refund will not be issued for inclement weather or for a cancellation initiated by the Applicant. As a courtesy, Applicants will have the option to move their rental date one-time. This one-time change must be made within six (6) months of the original rental date. Failure to rebook the new rental date within the six (6) month period may result in a cancellation and a refund may not be issued, including the forfeit of the refundable deposit.
  - b. **Jumpers and Bounce Houses:** Applicants are required to go through the District's preferred vendor list for jumpers and bounce houses. The District approved bounce house / jumper vendors have been vetted by District staff and meet the District insurance requirements. Separate rental fees will apply to the vendor at the time of making the reservation.
- 9. Insurance Requirements** – For rentals with forty (40) or more guests, or when serving alcoholic beverages, Applicants will be required to purchase rental insurance through the District's carrier. District insurance premium rates are based on market rate.
- 10. Indemnification** – Applicants shall indemnify, defend, and hold harmless Livermore Area Recreation and Park District, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the Applicant's use or occupancy of a facility or property controlled by the Livermore Area Recreation and Park District, unless solely caused by the gross negligence or willful misconduct of Livermore Area Recreation and Park District, its officers, employees, or agents.

11. **Alcohol** - Alcoholic beverages may be consumed within a District facility with an approved Certificate of Insurance and Scheduled Endorsement including Liquor Liability. Alcoholic beverages may not be sold or consumed at any officially designated youth facility rental. The serving or selling of alcoholic beverages remains at the discretion of the District. The District may limit the number of hours that alcoholic beverages can be served during the facility rental.

Alcohol consumption by a minor will not be tolerated. The Applicant understands that if alcohol is served to minors, District staff may cancel the facility rental and/or request assistance from the Livermore Police Department. In such an event, the Applicant may be held responsible for the illegal distribution of alcohol, a refund may not be issued, including the forfeit of the refundable deposit.

12. **Selling of food and beverages** – In facility rentals where food and beverages will be sold, the District may require the Applicant to purchase an additional temporary food permit from the Alameda County Public Health Department. A copy of the issued temporary food permit must be submitted to the District thirty (30) days prior to the rental date.
13. **General Safety Guidelines** – The Applicant is responsible for the conduct of their guest and the overall oversight of the facility rental. Facility rental guests are not permitted to be left unattended; minors 12 years and under are required to be supervised by an adult chaperon throughout the duration of the facility rental. Children may not be left unsupervised at any time while utilizing a District facility. The Applicant and their guests will be required to follow reasonable verbal direction from District staff and posted facility rules and regulations. Failure to comply may result in the facility rental being cancelled, a refund may not be issued, including the forfeit of the refundable deposit.
14. **Smoking** - It shall be unlawful to smoke or in any other way engage in the use of tobacco or tobacco-like products of any kind or description and in any form, on any property owned and/or operated by the District, including any buildings, historic sites or structures, restrooms, grandstands, stadiums, bleachers, amphitheaters, covered arenas, picnic sites, other similar places or assembly, also in any District parklands, open spaces, sports fields, swimming pools, snack bars, parking lots, sidewalks, or trails, unless in a place designated and posted or temporarily permitted for such use (District Policy FAC-05-1947). Smoke, mist or fog machines, haze, or vapor type devices are prohibited in all District facilities.
15. **Decorations and Setup** - Adhesives, nails, screws, pins, or staples on facility property is prohibited. Taping of District facility property prohibited. Decorative materials may not be attached to District property and must be completely removed from the facility at the conclusion of the activity. Confetti, glitter, pinatas, and/or sparklers are prohibited in any District facility. If balloons are utilized for decorations, they must be weighted down and not be released outside. All decorative materials must be fireproof and/or flame retardant.
16. **Music/Audio** – The District complies with the City of Livermore's Noise Ordinance for all facility rentals, which requires the District to restrict music and noise levels to not exceed 60 decibels at the facility boundary. Outdoor musical instruments may only be acoustical. At the discretion of District staff, outdoor music may be amplified.
17. **Drone Videography and Photography** – In order to protect the health and safety of our program participants, recreational drones, model airplanes, and any other unmanned aerial vehicles or systems are not permitted on any property owned and/or operated by the District, including any buildings, historical sites or structures, restrooms, grandstands, stadiums, bleachers, amphitheaters, covered arenas, picnic sites, other similar places or assembly, also in any District parklands, open spaces, sports fields, swimming pools, parking lots, sidewalks, or trails.
18. **Holiday Surcharge** – The District has recognized specific holidays as District Holidays. The District has every right to not rent a facility on any recognized District Holiday.

- 19. Additional Incident Fee** - Excessive cleaning performed by any District staff beyond the normal facility rental cleaning requirements or minor facility repairs following a rental activity will result in a cleaning fee of \$150 per incident. Any amount for these services shall be a separate obligation of the Applicant.
- 20. Denial of Rental Application** - In accordance with the rules and regulations for use of District facilities including rental of District facilities, request for use/rental may be denied for any of the following reasons, but not limited to:
- Rentals by individuals or organizations that have used the facilities in the past where problems have occurred, application may be denied, or additional conditions may be imposed.
  - Rentals by individuals or organizations who fail to accurately represent the application information required by Livermore Area Recreation and Park District or have repeated incidents of rule violations will be denied requests to use District facilities for a minimum of one year.
  - Livermore Area Recreation and Park District retains the right to refuse facility usage/rental at the discretion of the General Manager, or his/her designee.
  - Use may not be granted in any situation if District staff determines that such use would be detrimental to District facilities.
  - Livermore Area Recreation and Park District refuses facility usage for the intent of "private for profit" events except for approved state recognized nonprofit group.