**Town of Monument** Park Reservation Application

645 Beacon Lite Rd., Monument CO 80132
719-884-8047
www.townofmonument.org

**Park/Facilities Requested:** (check 1)

- Dirty Woman Creek Park (304 Mitchell Ave.)
  - Pavilion (and grills on the north side of the pavilion)
  - Sports Field (bring your own sports equipment)
- Santa Fe Trail Baseball Fields (99 Santa Fe Ave.)
  - North Field
  - South Field

**Park Reservation Fees/Deposits:**
- $50 Use Fee for the First 4 Hours – Plus $15 Per Each Additional Hour
- $35 Non-Refundable Maintenance Fee Per Date Requested
- $100 Refundable Damage Deposit

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**FOR TOWN USE ONLY**

DATE RECEIVED: ____________________________

Fee received:  □ CHECK  □ CREDIT CARD  □ CASH

Deposit rec'd:  □ CHECK  □ CREDIT CARD  □ CASH

RECEIVED BY ____________________________

DATE APPROVED: ____________________________

APPROVED BY: ____________________________

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**NAME OF APPLICANT**

**ORGANIZATION (if applicable)**

**APPLICANT ADDRESS**

**CITY**  □ STATE  □ ZIP+4

**ORGANIZATION ADDRESS (if applicable)**

**CITY**  □ STATE  □ ZIP+4

**CONTACT PHONE - home**

**work**  □ cell

**CONTACT EMAIL**

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**DATE(S) OF REQUESTED RESERVATION**

**TOTAL # OF PEOPLE**

(>100 requires a Special Event Permit)

**TIME AND NUMBER OF HOUR(S) OF REQUESTED RESERVATION**

**TOTAL # HOURS**

**DESCRIBE THE ACTIVITY OR EVENT FOR WHICH THE RESERVATION IS REQUESTED:**

**TOWN USE ONLY: TOTAL FEE REQUIRED**

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**Please Attach the Following Documents**

- □ Certificate of Insurance (if required)
- □ Signed Use of Town Recreational Facility/Sports Field Release of Liability and Indemnification Agreement
  (For Sports Team Reservations - Parents of all minors participating need to sign and date the last page of the Agreement)

**APPLICANT’S SIGNATURE**

**PRINTED NAME**

**DATE**

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TOWN OF MONUMENT
PARK RESERVATION POLICY

I. POLICY STATEMENT: The Town of Monument (Town) is responsible for managing the Town’s parks for the enjoyment of the public. The Town of Monument Park Reservation Policy (Policy) is established to ensure that the use of Town Parks: 1) aligns with the Town’s core mission, vision and values; 2) provides equitable and fair access to all users; 3) remains equitably and fairly priced; 4) operates in a fiscally responsible manner; and 5) supports a healthy, safe, vibrant and sustainable community.

II. POLICY PURPOSE: The purpose of this Policy is to provide an effective framework for the administration of the park reservation program. The intent of this Policy is to guide the access, reservation, and use of public parks by residents, community organizations and businesses.

III. POLICY: Because parks and open spaces improve physical and psychological health, strengthen our communities, and make our communities more attractive places to live and work, Staff determines that it is the best interest of our community to limit the reservable and exclusive use of our park system to those facilities specified in this Policy.

IV. RESERVABLE FACILITIES:
DIRTY WOMAN CREEK PARK: Dirty Woman Creek Park is located at 304 Mitchell Ave. The reservable facilities at Dirty Woman Creek Park include: (1) the Pavilion and the Grills on the north end of the Pavilion, and (2) the Sports Field.

SANTA FE TRAIL BASEBALL FIELDS: The Santa Fe Trail Baseball Fields are located at 99 Santa Fe Ave. There are two reservable baseball fields on site and are referred to as the “North Field” and the “South Field”.

V. RESERVATION FEES: Reservations shall be made according to the Town fee schedule defined by the Board of Trustees.

VI. RESERVATION CALENDAR: Reservation applications that request date(s) more than one year in the future will not be accepted. Reservation applications received without at least 14 days’ notice will not be accepted.

VII. RESERVATION APPLICATION REQUIREMENTS: Reservation applications can be obtained in person at Town Hall or on-line at www.townofmonument.org. Applications are accepted on a first-come, first-served basis. Applicants must be at least 21 years of age; and when applicable, the applicant must be authorized to reserve facilities on behalf of an organization. Exclusive use of the reservable facilities requires an approved reservation application as evidenced by a reservation confirmation. Reservation confirmations are nontransferable, and the applicant must be present to the entire event. It is the responsibility of the applicant to provide proof of reservation in the for of a reservation confirmation upon the request of a property identified Town employee. The Town reserves the right to relocate or modify reservations to meet safety requirements, or to ensure equitable access to all members of the public. The Town may limit reservation hours and usage to accommodate Town or Community events or programs, facility maintenance, or unforeseen circumstances. Affected
applicants will be offered changes to their existing reservation and/or refunds. To ensure public safety, the Town may access all activates/events in order to confirm rules, regulations, Town ordinances, and other applicable laws are being observed. Reservations may be canceled due to the misrepresentation or falsification of information, and/or the failure to comply with Town policies and procedures. Such cancelations may be subject to forfeiture of all fees and deposits paid.

VIII. PAYMENTS, DEPOSITS and INSURANCE:
PAYMENTS: Payment must be made in full prior to the approval of any reservation. Reservation applications submitted without payment will held until the end of the month they were submitted. If payment is not received within the calendar month, the reservation request will be deleted.

DEPOSITS: Applicants must submit a refundable damage deposit at the time of application. Deposits will be refunded provided no damage occurs to the reserved facility during the hours the applicant has the facility reserved.

INSURANCE: The Town may require applicants to provide limited liability insurance for reservations. Insurance requirements are determined based on the Town’s risk assessment of the event. Insurance requirements vary by the type of event, facility location, and number of anticipated participants, and are subject to change without notice. Insurance requirements must be fulfilled prior to approval of the application, and proof of insurance must be provided 30 days prior to the event.

IX. RESERVATION CANCELATIONS AND CHANGES: Cancelations must be made at least 48 in advance in order to qualify for a reservation fee refund. The non-refundable maintenance fee will not be refunded in the event of a cancellation. Changes to an approved reservation application may require the submission of a new reservation application.
TOWN OF MONUMENT
USE OF TOWN OF RECREATIONAL FACILITY/SPORTS FIELD
RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

I. RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT: PARTICIPANT MUST READ CAREFULLY BEFORE SIGNING

In consideration for being permitted to utilize the Town of Monument's recreation facility/sports field, I hereby acknowledge, represent, and agree as follows:

A. I understand that the above-described activities are or may be dangerous and do or may involve risks of injury, loss, or damage. I further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage. I acknowledge that such risks may arise from a variety of foreseeable and unforeseeable circumstances connected with the use of the recreation facility/sports field.

B. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, I hereby expressly assume all such risks of injury, loss, or damage to me or to any third party arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the Town of Monument, its officers, its employees, or by any other cause.

C. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, I further hereby waive, and exempt, release, and discharge the Town of Monument, its officers, and its employees from, any and all claims, demands, and actions for such injury, loss, or damage, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the Town of Monument, its officers, its employees, or by any other cause.

D. I further agree to defend, indemnify and hold harmless the Town of Monument, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, including any third party claim asserted against the Town of Monument, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above-described activities, whether or not caused by my act, omission, negligence, or other fault, or by the act, omission, negligence, or other fault of the Town of Monument, its officers, its employees, or by any other cause.

E. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, I hereby acknowledge and agree that said AGREEMENT extends to all acts, omissions, negligence, or other fault of the Town of Monument, its officers, and/or its employees, and that said AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. If any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.
F. I understand and acknowledge that the Town of Monument, its officers, and its employees are relying on, and do not waive or intend to waive by any provision of this RELEASE AND INDEMNIFICATION AGREEMENT, the monetary limitations (presently $150,000 per person and $600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as amended, or otherwise available to the Town of Monument, its officers, or its employees.

G. I understand and agree that this RELEASE AND INDEMNIFICATION AGREEMENT shall be governed by the laws of the State of Colorado, and that jurisdiction and venue for any suit or cause of action under this Agreement shall lie in the courts of El Paso County, Colorado.

II. PARTICIPANT SIGNATURE AND DATE:

Participant - Print Name: ______________________

Participant’s Signature: ______________________

Date of Signature: ________________

III. IF PARTICIPANT IS UNDER 18 YEARS OLD, PARENT SIGNATURE AND DATE:

By initialing above and signing below, I acknowledge that I am the parent of the above-named Participant as the term “parent” is defined in C.R.S. Section 13-22-107(2)(b), and I hereby waive and release any prospective claim of the Participant against the Town of Monument, its officers, and its employees for negligence, to the extent provided in C.R.S. Section 13-22-107(3), in connection with the above-described activities.

Parent/Guardian - Print Name: ______________________

Parent/Guardian - Signature: ______________________

Date of Signature: ________________

H. This RELEASE AND INDEMNIFICATION AGREEMENT shall be effective as of the date set forth below and shall be binding upon me, my successors, representatives, heirs, executors, assigns, and transferees.
USE OF TOWN OF MONUMENT RECREATIONAL FACILITY/SPORTS FIELD
RELEASE/INDEMNIFICATION – TOWN OF MONUMENT

**REQUIRED** PARTICIPANT/PARENT OF PARTICIPANT SIGNATURES AND DATE

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