

Agenda

Monroe Park Board

Wednesday, May 12, 2021

5:30 p.m.

Monroe City Hall, Council Chambers

233 S. Main Street, Monroe, Ohio

Attendees:	Chairperson: Paul Koloszar Park Board Members: Craig Silverglade, Michael Marchetti, Jeff Hanson and Josh Howard Council Representative: Todd Hickman Director of Public Works: Gary Morton Assistant Director of Public Works: Brian Perkins Recording Secretary: Donna Campbell
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Agenda Topics

5:30 PM	Call to Order	
Approval of Minutes:		From the meeting of April 14, 2021
Business:		☐ Request and consideration of a motion to approve the July 4 th Light Up the Sky Event from Monroe Lions Club to be held in Community Park on July 4, 2021 with set-up of event and clean-up from July 1 thru July 6, 2021 (Agreement Attached)
		☐ Request and Consideration of a motion to approve the Summer Sizzler #6 at Monroe Disc Golf Tournament from Disc 'n Dat to be held in Community Park on July 10, 2021 (Agreement Attached)
		☐
New Business:		
Reports		☐ City Staff
		• Update on Dog Park and review and discuss Dog Park Rules (Attached) • Discuss Soccer and Baseball Agreements • Discuss Soccer Movie In the Park to coincide with June 26, 2021 tournament
Adjournment		

MONROE PARK BOARD MEETING MINUTES FROM APRIL 14, 2021

CALL TO ORDER: The Monroe Park Board meeting was called to order by Recording Secretary, Donna Campbell, at 5:31 p.m. in the Monroe Council Chambers at 233 S. Main St. with the following members present: Michael Marchetti, Craig Silverglade, Jeff Hanson and Josh Howard. Also in attendance were Council Member Todd Hickman, Public Works Director Gary Morton and Assistant Public Works Director Brian Perkins. Visitors in attendance were Wally Stacy, Matthew Ellis, Rhenda Buckner, Casey Walters, Tim Carpenter and Amberley Schaaf.

A motion was made by Craig Silverglade to have Jeff Hanson be Acting Chair Person in Paul Koloszar's absence. Seconded by Michael Marchetti. Voice vote; all ayes; motion carried.

APPROVAL OF MINUTES: Michael Marchetti made a motion to approve the meeting minutes from March 10, 2021. Seconded by Craig Silverglade. Voice vote; all ayes; motion carried.

BUSINESS: The first item on the agenda was the request and consideration of a motion for Crossings Park usage from Monroe Premier FC for Monroe Premier Summer Kick-Off 3v3 Tournament on June 26, 2021. Tim Carpenter, Monroe Premier FC, came forward to address the Park Board. He stated they would like to use Crossings Park to host a 3v3 Tournament with open registration. They are hoping for around 500 to 600 people. Monroe Premier FC would like to make the event more of a festival type event with concessions, food trucks, apparel vendor, etc. Jeff Hanson questioned if from the City's standpoint, would anything prohibit them from using the park for this type of event. Gary Morton stated no, there is nothing outside the scope that would hinder the event from occurring. Michael Marchetti asked about the restroom construction. Mr. Morton stated that by the event, the restroom building should be set around the end of April and Public Works will be working on it through May. By late June it may be operational. Jeff Hanson mentioned perhaps hosting a movie night at Crossings Park. Gary Morton stated if soccer would be interested in that, they could bring it back to the May Park Board meeting to discuss. Jeff Hanson asked what they would do if there was a rain event. Gary Morton mentioned if there was a of rain they would have to determine if the food trucks would be able to be on the field. Tim Carpenter stated they haven't discussed a date for a rain out event. Michael Marchetti made a motion to approve the Monroe Premier Summer Kick-Off 3v3 Tournament on June 26, 2021. Seconded by Josh Howard. Voice vote; all ayes; motion carried.

NEW BUSINESS: There was no new business to be discussed.

CITY STAFF: Gary Morton updated Park Board on the Dog Park. Brian Perkins met with the fencing contractor on April 14, 2021. Hopefully, soon they will start on the fencing and that will be the only item contracted out. Installing the water lines, drinking fountains, etc. will be done by the Water Department and any concrete work will be accomplished by the Street Department. The City is hoping it is up and running by the end of June, 2021. Of course, that date depends on the fencing contractor's availability.

Mr. Morton went on to discuss the restroom facility at Crossings Park. That is on track to be installed by the end of April, 2021. All of the permitting has been obtained through ODOT in order to shut down the ramp from NB RT4 to EB SR63 in order to take the large crane in off the road and pull the semi-truck up on the ramp to unload the sections of the restroom building off that ramp. It will be closed approximately six to seven hours. City staff will be doing the concrete work, landscaping, restoration work, etc.

Next, Gary Morton discussed Monroe Bicentennials Commons Park. He stated the City of Monroe has signed a contract with Universal Contracting as they were the low bidder on the project. They will be on site on Monday, April 19, 2021 to begin doing site work, prepping the ground for the concrete area, tearing off the existing façade on the carousel building to reface that structure, etc. Council's goal is to have the park open by Labor Day and the contractor thinks that is doable, weather permitting. Michael Marchetti asked about a water line off the restrooms in order to water the fields. Gary Morton stated the water line off the restroom building would not be adequate. The City of Monroe does not own the distribution system in Crossings Park, which is Butler County Water and Sewer; therefore, there would be tap fees, the cost of running the line, the cost of purchasing the water, etc. That may not work within the scope of that building and would be a very expensive venture. Michael Marchetti asked for topsoil or fill dirt such as three cubic yards. Gary Morton stated they could take a one ton dump truck load and could use it as they needed it. Michael Marchetti asked about parking along the fence that says no parking, could that be paved and allow people to park there. Mr. Morton mentioned that has been discussed internally. He would hope to put money in the 2022 budget to do parking lot work and look at that as an option.

The last item discussed by Gary Morton was the agreements with soccer and baseball. Baseball signs a yearly Use Agreement and soccer signed a 10 year contract in 2009 and that expired 3 years ago but has rolled over. In looking at the soccer contract, Public Works thinks it is time to update and sign a new contract. Mr. Morton stated we typically do not turn water on in any of our parks until April 1 of each year to due weather. Recently on a Friday afternoon, we received a phone call to turn the water on for a tournament the next day on Saturday. It can be 80 degrees one day and a few days later it can be 20 degrees. Public Works has to worry about freezing. Community Park back restrooms do not get turned on normally until May 1 because there is no heat. Public Works also does not have the staff to do the cleaning, so we have a cleaning company do the parks and that budget starts April 1. Mr. Morton went on to state he would like clarity in the contract/agreements and also say if you want to have a tournament before that date, perhaps you would want to have a food truck, etc. Soccer contract has language about the BMX Track which has been gone for years, etc. The contract also only talks about for soccer MSA, now we hear Monroe Premier soccer, Say soccer, etc. and Public Works does not know the difference. Mr. Morton is asking the Park Board to revisit the contract/agreements, make updates, let soccer review and get any thoughts on that. A gentleman from the audience approached the Park Board and stated that Premier and Say are the same organization. One is a recreational program and the other is a select program, but as far as insurance, etc. it is the same organization. Mr. Morton stated that any changes need to be made before November 1, 2021. Michael Marchetti asked how MSA and Optimist work together regarding the concessions. A soccer representative stated that soccer allows Optimist to run the concession and they use it as a fund raiser, buy soccer carries the Health Department paperwork. Michael Marchetti made a move to update the contract/agreements for future use. Seconded by Craig Silverglade. Voice vote; all ayes; motion carried.

Todd Hickman stated that Police and Fire would need to be made aware of the upcoming soccer tournament.

ADJOURNMENT: There being no further business, Josh Howard made a motion to adjourn. Seconded by Michael Marchetti. Voice vote; all ayes; motion carried. Meeting adjourned at 6:08 p.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "Donna Campbell". The signature is written in dark ink and is positioned above the printed name and title.

Donna Campbell
Park Board Recording Secretary



City of Monroe Initial Event Application

This form should be used to submit an initial request to conduct an event within the City of Monroe. Please fill out all applicable fields to the best of your knowledge.

Name of Event Organizer Monroe Lions Club

First Name Leslie

Last Name Sumner

Organization Name Monroe Lions Club

Address PO Box 220

City Monroe

State Ohio

Zip Code 45050

Phone (513)675-0137

Email monroelions@yahoo.com

What is the name of the Event? Light Up The Sky

Event Type (Select All that Apply) ☐ Athletic Event ☒ Concert ☐ Cultural
☐ Educational ☒ Entertainment ☐ Environmental ☒ Fundraiser ☐ Parade
☐ Other (If other, please describe event type)

What is the purpose of the event?

Lions Club fundraising festival.

Please provide a detailed description of the event, including all elements you wish to have at the event.

Light Up The Sky is an annual 4th of July festival. This year the event will include following.

- Food Vendors
- Beer Tent
- Craft Vendors
- Live Music
- Kids Games

The requested days include both setup and teardown, but the actual event is held on July 4th.

Please indicate which elements you anticipate including at the event. (Check All That Apply)

- ☒ Closure of public roadways, alleys or parking lots
- ☒ Erecting temporary structures such as booths, tents, inflatable apparatus', bounce house or stages
- ☒ Providing musical or other entertainment
- ☐ Having animals or petting zoo
- ☒ Using facility electric or generator for power sources
- ☒ Offering for sale of food and/or drink
- ☐ None of the above

Is the event open to the public?

☒ Yes ☐ No

Desired Event Location

Monroe Community Park

Is this a one-day or multi-day event?

☐ One-Day Event

☒ Multi-Day Event

If multi-day event, list number of days 6 days total

If your preferred date is not available, please list potential alternate dates

Anticipated Attendance ☐ Less than 20 ☐ 20-50 ☐ 50-75 ☐ 75 - 100 ☒ 100+

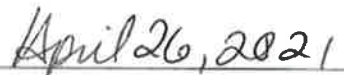
Application Submission Process

Submitting this Special Event Application *is not* a confirmation to conduct our planned event. Further details regarding the specifics of the event will be required prior to approval of the event. The event organizer will be contacted by the City of Monroe after reviewing the initial application. Please do not send out event notices, publicity flyers, etc. prior to receiving approval.

Upon submission, you will receive a confirmation email indicating your event application has been received. If you do not receive this email please contact us at 513-727-8953.

Signature. By signing below you are agreeing to abide by the rules and regulations of the City of Monroe including, but not limited to the conditions established by the Park and Recreation Board, the City Manager or designee, and/or the Council of the City of Monroe.


Signature


Date

Park Facilities Regulations

Parks shall mean real property, or portion thereof, owned by the City of Monroe used and open to the public for pleasure, exercise, kept in its natural state to protect plants and animals, recreation, events, and sports. Parks shall not include the log cabin and the area around the log cabin, owned by the Monroe Historical Society, located in the Monroe Community Park.

No alcoholic beverages shall be permitted in any park except for certain events as approved by Council. No gambling shall be permitted in any park. No motor vehicles (cars, motorcycles, mini-bikes, trail bikes or ATV vehicles) shall be permitted off the designated roadway and parking areas except during certain events with the recommendation of the Park and Recreation Board and approval of the City Manager. If approval is received, no vehicle will be driven over 10 MPH. No bicycles shall be permitted on the infields of any of the ball diamonds. No profane or abusive language shall be permitted. No disorderly conduct shall be allowed.

The parks may be made available to various groups subject to these rules and regulations and subject to any other special rules established by the Park and Recreation Board. The use of the parks is a privilege, and may be withdrawn if any group fails to meet the standards set forth herein. Any group may be denied use of the parks if the City Manager deems it in the best interest of the City to do so. Official municipal-related activities and meetings shall have first call on all parks. With the exception of official municipal-related activities and meetings, the following shall be used by the Park and Recreation Board and the City Manager to establish priorities for scheduling 1) first priority shall be granted to local sports groups recognized and designated by the Park and Recreation Board. The schedules shall be approved by the Park and Recreation Board following submittal of a written request. These requests shall include a financial statement showing the group's prior year operation; 2) second priority shall be to any resident groups. Resident groups shall be defined as those groups membership is open to Monroe residents and whose members reside within the municipality or, in the case of a business-related or sponsored group, the business is located within Monroe; and 3) third priority shall be to nonresident groups, which shall be defined as groups comprised of members who reside outside of Monroe or a business-related or sponsored group where the business is located outside of Monroe.

A one or two-day reservation for the use of the parks, a group request must be submitted to the City Manager or designee at least two weeks in advance of the requested date. If no higher priority group has requested use for the dates in question, the City Manager may issue permission. A schedule of reservations shall be maintained and available at the municipal offices during regular business hours. Any group using the parks shall be responsible for returning the property to the municipality in the same condition as received, normal wear and tear accepted. This includes clearing the area of all trash, garbage, paper, boxes, cartons, cans, containers, litter, etc. generated by the approved use. The City will furnish adequate trash receptacles. Any group use the parks shall hold the City of Monroe harmless and indemnify the City of Monroe for any claims and damages arising out of its use or occupancy of the facilities. Groups or associations granted permission to use the parks for a regular season schedule shall maintain during their use a general liability insurance policy naming the City of Monroe as an additional insured in an amount of at least \$1,000,000 aggregate on the approved use. A copy of the policy or certificate must be filed with the City Manager or designee prior to the approved use. Any group using park facilities shall be required to meet all requirements under any federal or state laws pertaining to the Americans with Disabilities Act (ADA) and the various civil rights acts. No group shall engage in any business in the parks that violate any existing state or federal law or municipal ordinance or in such a manner as to constitute any hindrance for other park patrons engaged in lawful activities. No group shall make any temporary or permanent improvements or changes to the parks without written approval of the City Manager.

③

USE AGREEMENT

This Agreement made by and between the City of Monroe, hereinafter called the "City", and the Monroe Lions Club _____, hereinafter called "the Lions Club _____".

WITNESSED

WHEREAS, the City owns Monroe Community Park, located at 500 S. Main St., Monroe, Ohio; and

WHEREAS, the Lions Club desires to use the park for the Light Up The Sky on Saturday, July 4, 2021.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties do hereby agree as follows:

USE

1. The City hereby grants permission to the Lions Club for the use of Monroe Park, located at 500 S. Main, Monroe, Ohio, as designated on Exhibit "A", on Saturday, July 4, 2020 from 12:00 A.M. to 12:00 P.M. for the Light Up The Sky with applicable set-up and tear-down activities and times.

2. The City hereby grants the Lions Club permission to use Monroe Park

_____ and be closed from vehicle traffic beginning Wednesday, July 1, 2021 from 12:00 A.M. through _____ M. Monday, July 6, 2021 or earlier upon tear down of the event.

3. The Lions Club shall occupy and use the leased premises solely for the purposes of the Light Up The Sky and related activities.

ASSOCIATION RESPONSIBILITIES

1. The Lions Club shall comply with all event requirements and shall provide all event planning requirements, alcohol permit, final event layout, event set-up and tear-down plans and time frames, security plans, vendor licenses, etc. to the City thirty (30) days in advance of the event.

2. The security plan, including alcohol sales/consumption and crowd control measures, shall be submitted, for approval by the Fire Chief and Chief of Police thirty (30) days in advance of the event.

3. The Lions Club shall place a fencing barrier around the event venue, at locations and through methods approved by the City, and charge admission for the event. The Lions Club, at its own expense, shall install and remove the fencing per requirement of the City.

4. The Lions Club shall obtain the appropriate alcohol sales permit from the State and adhere to all its requirements. The Lions Club shall adhere to the following requirements.

- a. Contain alcohol sales and consumption within the designated event boundaries with the type of barrier approved by the City.

- b. Limit alcohol sales times to 11:00 am - 10:30 pm, ending one hour before the scheduled event ending time, and post copies of permit and sales hours at all sales and serving locations.
 - c. Limit alcohol to beer.
 - d. Limit sales to two (2) drinks per person per transaction.
 - e. Limit container size maximum of 16 ounces and price per container minimum of \$5; beverages must be dispensed in plastic cups.
 - f. Servers and consumers must be age 21 or older.
 - g. Age of consumers verified with a wristband and conducted in an area separate from the serving area.
 - h. Servers, ticket sellers and ID checkers must be trained in alcohol sales in compliance with State laws.
 - i. Alcohol may not be carried into or out of the designated area/venue.
 - j. Alcohol may not be consumed on the stage.
 - k. Alcohol may not be consumed by even organizers, workers or volunteers.
 - l. Alcohol may not be brought into the event venue except by the authorized distributor.
5. The Lions Club, its assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City.
 6. The Lions Club and all performers and vendors shall comply with inspections and obtain any permits required prior to operation, at the Lions Club's expense.
 7. The Lions Club contracts with any performer or vendor shall not place any liability upon the City.
 8. The Lions Club shall maintain the cleanliness of the property utilized by The Lions Club and shall be responsible for removing event materials such as fencing from the facility at the conclusion of the event. The Lions Club shall coordinate with the City the location and delivery and pick-up of any event support items such as port-o-lets and dumpster.
 9. The Lions Club shall be responsible for basic clean-up of the facilities after the conclusion of the event and remove all trash and cooking waste, etc. from the site.
 10. The Lions Club is responsible for all costs of maintenance and repair of damage to the physical structure, equipment or park property that is caused by the Lions Clubs activities.
 11. The Lions Club event organizers and representatives shall be present at the event during the entire event.
 12. The Lions Club shall not assign or transfer this agreement or sublet any portion thereof without prior written consent of the City.
 13. The Lions Club agrees that the City may enter upon the designated space provided by the City at all times to make inspection of the property.
 14. The Lions Club shall designate one individual to serve as liaison between the City and the Lions Club. The liaison will coordinate needs and uses with the Director of Public Works or designee.

CITY'S RESPONSIBILITY

1. The City hereby agrees to authorize the exclusive use of the park property for said event.

2. The City shall provide police support services, paramedics, park support and electrical support as deemed necessary based on the plans and actual activities for the event. The City shall provide trash toters and arrange for a temporary dumpster for the event unless the Lions Club secures the donation of a dumpster. The cost for the dumpster, if charged to the City will be reimbursed by the Lions Club.
3. The City hereby agrees that this Use Agreement authorizes the selling and consumption of alcohol in the event venue pursuant to Section 1064.02(a) of the Codified Ordinances.
4. The City hereby agrees that if the Association shall perform all of the above covenants, undertakings and agreements contained herein, it shall during the term hereof, freely, peaceably and quietly enjoy the use of the designated property for said purposes without molestation, hindrance, eviction, or disturbance by the City or persons under its control.
5. The City agrees to designate the Director of Public Works as the City liaison to the Lions Club.

FEES

1. This event shall be cost neutral for the City support services and any other direct expenses for the event including event insurance or dumpster rental expenses. Costs are estimated to be N/A and are detailed in Exhibit "B." As staff reviews plans for park set-up and vendor needs, the estimate may be modified. Fifty percent of the final estimate cost shall be paid as a deposit to the City by N/A.
2. The City will submit an invoice for the balance of the actual expenses less the paid deposit to the N/A within two weeks of the event. The N/A shall pay the balance within thirty (30) days of receipt of the invoice.
3. The N/A shall provide fifty percent (50%) of the event net proceeds, if any, to the City for the Park Fund and shall retain fifty percent (50%) for event start-up expenses for future events. Payment shall be paid to the City within sixty (60) days of the event. N/A shall not utilize this event to raise funds for any other agency or purpose.

LIABILITY

1. The Lions Club agrees to indemnify, hold harmless and defend the City, their officers, employees, agents and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the City, their officers, employees, agents and volunteers may hereafter sustain, incur or be required to pay, arising out of or by any act or omission of the Lions Club, its officers, employees, agents and volunteers, in the execution, performance or failure to adequately perform the Lions Club's obligations pursuant to this contract. The Lions Club further agrees to assume all risk of loss, damage or injury caused by whatever kind, or whomsoever caused (other than loss, damage or injury caused by an act or omission of the City or of any under the City's control) to any person(s) or the property of the parties, or anyone on or about the property.
2. The Lions Club agrees to obtain and maintain for the duration of this Agreement at their own cost and expense commercial general liability insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The Lions Club or alcohol permit holder shall also obtain and maintain for the duration of the Agreement liquor liability insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate and name the City as an additional insured.

- The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - Additional Insured Status: City, its officers, employees, agents and volunteers shall be covered as Additional Insureds with respect to liability arising out of all activities by or on behalf of the Lions Club _____ with respect to the Lions Club _____
 - Primary Coverage: For any claims related to this Agreement, Lions Club _____'s insurance coverage shall be primary as respects the Additional Insureds. Any insurance maintained by the Additional Insureds shall be in excess of the Lions Club _____'s insurance and shall not contribute with it.
 - Notice of Cancellation: Each insurance policy required above shall not be canceled, except with written notice to the City. The Lions Club _____ shall promptly notify the City upon receipt of a notice of cancellation or material modification of coverage.
 - Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.

3. The Lions Club _____ shall, at the time of the execution of this Agreement, furnish the City with a certificate(s) of insurance evidencing the coverages required above. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

TERMINATION OF AGREEMENT

1. The City retains the right to cancel the event in its entirety or any portion thereof upon the Lions Club _____'s failure to comply with any or all terms and conditions of the above covenants, undertakings and agreements contained herein. Cancellation may be prior to or during said event.

ENFORCEABILITY

1. If any provision of the Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition, and the validity and enforceability of all the remaining provisions shall not be affected thereby.
2. The Agreement shall be governed by and constructed under the laws of the State of Ohio.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed the Agreement on the _____ day of _____, 20____.

CITY OF MONROE (CITY)

By _____
William J. Brock, City Manager

Date _____, 20____

Witness _____

Date _____, 20____

By Leslie A. Sumner _____

By Leslie A. Sumner

Date April 26, 2021

Witness Donna Campbell

Date 4-26, 2021

⑦

City of Monroe COVID-19 User Agreement

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 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. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to hold my event and rent the Facility. I will follow the applicable laws and guidelines during the event and my time on the premises.

I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises or from using the Facility and participating in the event there and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the City of Monroe, its officials, elected or otherwise, agents, employees, contractors, and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result my being on the premises, using the Facility, and/or participating in the event.

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. 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 Ohio.

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, TO USE THE FACILITY, AND TO PARTICIPATE IN THE EVENT.

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.

Leslie A. Sumner

Print

Leslie A. Sumner Signed

April 26, 2021

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DSP Insurance 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams	
	PHONE (A/C, No, Ext): 1-800-316-6705 FAX (A/C, No): 847-934-6186	
INSURED	E-MAIL ADDRESS: lionsclubs@dspins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: ACE American Insurance Company	22867
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS		

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Agg. Per Named Insured is \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PRO-ECT ☐ LOC			BDOG71445999	09/01/2020	09/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			ISAH25314141	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB DEO ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS ☐ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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City of Monroe Initial Event Application

This form should be used to submit an initial request to conduct an event within the City of Monroe. Please fill out all applicable fields to the best of your knowledge.

Name of Event Organizer

First Name Dan

Last Name Bayless

Organization Name Disc 'n Dat

Address 155 Lloyd Ave.

City Florence

State Kentucky

Zip Code 41042

Phone (859) 371-3668

Email discndat@fuse.net

What is the name of the Event? Summer Sizzler #6 at Monroe

Event Type (Select All that Apply) ☒ Athletic Event ☐ Concert ☐ Cultural

 Educational Entertainment Environmental Fundraiser Parade

Other (If other, please describe event type)

What is the purpose of the event? PDGA disc golf tournament

Please provide a detailed description of the event, including all elements you wish to have at the event.

This is a PDGA sanctioned disc golf tournament. We will use the disc golf course and the shelter.

Please indicate which elements you anticipate including at the event. (Check All That Apply)

Closure of public roadways, alleys or parking lots

Erecting temporary structures such as booths, tents, inflatable apparatus', bounce house or stages

Providing musical or other entertainment

Having animals or petting zoo

Using facility electric or generator for power sources

Offering for sale of food and/or drink

None of the above ☒

Is the event open to the public? ☒ Yes No

Desired Event Location

Disc golf course and shelter

Is this a one-day or multi-day event? ☒ One-Day Event Multi-Day Event

If multi-day event, list number of days

If your preferred date is not available, please list potential alternate dates

Anticipated Attendance Less than 20 20-50 50-75 75 - 100 ☒100+

Application Submission Process

Submitting this Special Event Application ***is not*** a confirmation to conduct our planned event. Further details regarding the specifics of the event will be required prior to approval of the event. The event organizer will be contacted by the City of Monroe after reviewing the initial application. Please do not send out event notices, publicity flyers, etc. prior to receiving approval.

Upon submission, you will receive a confirmation email indicating your event application has been received. If you do not receive this email please contact us at 513-727-8953.

Signature. By signing below you are agreeing to abide by the rules and regulations of the City of Monroe including, but not limited to the conditions established by the Park and Recreation Board, the City Manager or designee, and/or the Council of the City of Monroe.

Dan Bayless _____
Signature

4/19/21 _____
Date

Parks shall mean real property, or portion thereof, owned by the City of Monroe used and open to the public for pleasure, exercise, kept in its natural state to protect plants and animals, recreation, events, and sports. Parks shall not include the log cabin and the area around the log cabin, owned by the Monroe Historical Society, located in the Monroe Community Park.

No alcoholic beverages shall be permitted in any park except for certain events as approved by Council. No gambling shall be permitted in any park. No motor vehicles (cars, motorcycles, mini-bikes, trail bikes or ATV vehicles) shall be permitted off the designated roadway and parking areas except during certain events with the recommendation of the Park and Recreation Board and approval of the City Manager. If approval is received, no vehicle will be driven over 10 MPH. No bicycles shall be permitted on the infields of any of the ball diamonds. No profane or abusive language shall be permitted. No disorderly conduct shall be allowed.

The parks may be made available to various groups subject to these rules and regulations and subject to any other special rules established by the Park and Recreation Board. The use of the parks is a privilege, and may be withdrawn if any group fails to meet the standards set forth herein. Any group may be denied use of the parks if the City Manager deems it in the best interest of the City to do so. Official municipal-related activities and meetings shall have first call on all parks. With the exception of official municipal-related activities and meetings, the following shall be used by the Park and Recreation Board and the City Manager to establish priorities for scheduling 1) first priority shall be granted to local sports groups recognized and designated by the Park and Recreation Board. The schedules shall be approved by the Park and Recreation Board following submittal of a written request. These requests shall include a financial statement showing the group's prior year operation; 2) second priority shall be to any resident groups. Resident groups shall be defined as those groups membership is open to Monroe residents and whose members reside within the municipality or, in the case of a business-related or sponsored group, the business is located within Monroe; and 3) third priority shall be to nonresident groups, which shall be defined as groups comprised of members who reside outside of Monroe or a business-related or sponsored group where the business is located outside of Monroe.

A \$100.00 deposit must be submitted to the City of Monroe for the use of the Concession Stand. The deposit will be returned within 30 days after the termination of the agreement provided the inspection of the Concession Stand indicates that the facility was cleaned, left in an orderly fashion, and no damage has occurred. There is an additional \$15 per key deposit required for any keys obtained for the concession stand. The group shall at all times during the duration of this Agreement maintain the inside of the concession stand and shall be responsible for the repair, upkeep and replacement of all fixtures, appliances, and all equipment necessary for storage, preparation and serving of food and drinks in a clean, safe, sanitary manner commensurate with similar City facilities in compliance with City, County and State statutes and ordinances and acceptable to applicable agencies. The group is responsible for obtaining their own permits and vendor's license and provide written evidence to the City thereof. The group shall be required to police the area of all trash, garbage, paper, boxes, cartons, cans, containers, litter, etc. generated by the concession stand.

A one or two-day reservation for the use of the parks, a group request must be submitted to the City Manager or designee at least two weeks in advance of the requested date. If no higher priority group has requested use for the dates in question, the City Manager may issue permission. A schedule of reservations shall be maintained and available at the municipal offices during regular business hours. Any group using the parks shall be responsible for returning the property to the municipality in the same condition as received, normal wear and tear accepted. This includes clearing the area of all trash, garbage, paper, boxes, cartons, cans, containers, litter, etc. generated by the approved use. The City will furnish adequate trash receptacles. Any group use the parks shall hold the City of Monroe harmless and indemnify the City of Monroe for any claims and damages arising out of its use or occupancy of the facilities. Groups or associations granted permission to use the parks for a regular season schedule shall maintain during their use a general liability insurance policy naming the City of Monroe as an additional insured in an amount of at least \$1,000,000 aggregate on the approved use. A copy of the policy or certificate must be filed with the City Manager or designee prior to the approved use. Any group using park facilities shall be required to meet all requirements under any federal or state laws pertaining to the Americans with Disabilities Act (ADA) and the various civil rights acts. No group shall engage in any business in the parks that violate any existing state or federal law or municipal ordinance or in such a manner as to constitute any hindrance for other park patrons engaged in lawful activities. No group shall make any temporary or permanent improvements or changes to the parks without written approval of the City Manager.

USE AGREEMENT

This Agreement made by and between the City of Monroe, hereinafter called the "City", and Disc 'n Dat, hereinafter called "Disc 'n Dat".

WITNESSED

WHEREAS, the City owns Community Park, located at 500 S. Main St., Monroe, Ohio; and

WHEREAS, the Disc 'n Dat desires to use the park for the Community Park on July, 10, 2021.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties do hereby agree as follows:

USE

1. The City hereby grants permission to Disc 'n Dat for the use of Community Park, located at 500 S. Main Street, Monroe, Ohio, as designated on Exhibit "A", on July, 10, 2021 from 8.AM. to 5.PM. for the Summer Sizzler #6 at Monroe with applicable set-up and tear-down activities and times.
2. The City hereby grants Disc 'n Dat permission to use Community Park Disc Golf Course and be closed from vehicle traffic beginning _____, _____, _____ from _____ .M. through _____ .M. _____, _____, _____ or earlier upon tear down of the event.
3. The Disc 'n Dat shall occupy and use the leased premises solely for the purposes of the Summer Sizzler #6 at Monroe and related activities.

ASSOCIATION RESPONSIBILITIES

1. The Disc 'n Dat shall comply with all event requirements and shall provide all event planning requirements, alcohol permit, final event layout, event set-up and tear-down plans and time frames, security plans, vendor licenses, etc. to the City thirty (30) days in advance of the event.
2. The security plan, including alcohol sales/consumption and crowd control measures, shall be submitted, for approval by the Fire Chief and Chief of Police thirty (30) days in advance of the event.
3. Disc 'n Dat shall place a fencing barrier around the event venue, at locations and through methods approved by the City, and charge admission for the event. Disc 'n Dat, at its own expense, shall install and remove the fencing per requirement of the City.
4. N/A shall obtain the appropriate alcohol sales permit from the State and adhere to all its requirements. N/A shall adhere to the following requirements.
 - a. Contain alcohol sales and consumption within the designated event boundaries with the type of barrier approved by the City.
 - b. Limit alcohol sales times to 11:00 am - 10:30 pm, ending one hour before the scheduled event ending time, and post copies of permit and sales hours at all sales and serving locations.

- c. Limit alcohol to beer.
 - d. Limit sales to two (2) drinks per person per transaction.
 - e. Limit container size maximum of 16 ounces and price per container minimum of \$5; beverages must be dispensed in plastic cups.
 - f. Servers and consumers must be age 21 or older.
 - g. Age of consumers verified with a wristband and conducted in an area separate from the serving area.
 - h. Servers, ticket sellers and ID checkers must be trained in alcohol sales in compliance with State laws.
 - i. Alcohol may not be carried into or out of the designated area/venue.
 - j. Alcohol may not be consumed on the stage.
 - k. Alcohol may not be consumed by even organizers, workers or volunteers.
 - l. Alcohol may not be brought into the event venue except by the authorized distributor.
5. The Disc 'n Dat, its assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City.
 6. The Disc 'n Dat and all performers and vendors shall comply with inspections and obtain any permits required prior to operation, at the Disc 'n Dat's expense.
 7. Disc 'n Dat contracts with any performer or vendor shall not place any liability upon the City.
 8. Disc 'n Dat shall maintain the cleanliness of the property utilized by Disc 'n Dat and shall be responsible for removing event materials such as fencing from the facility at the conclusion of the event. Disc 'n Dat shall coordinate with the City the location and delivery and pick-up of any event support items such as port-o-lets and dumpster.
 9. The Disc 'n Dat shall be responsible for basic clean-up of the facilities after the conclusion of the event and remove all trash and cooking waste, etc. from the site.
 10. Disc 'n Dat is responsible for all costs of maintenance and repair of damage to the physical structure, equipment or park property that is caused by Disc 'n Dat activities.
 11. Disc 'n Dat event organizers and representatives shall be present at the event during the entire event.
 12. Disc 'n Dat shall not assign or transfer this agreement or sublet any portion thereof without prior written consent of the City.
 13. Disc 'n Dat agrees that the City may enter upon the designated space provided by the City at all times to make inspection of the property.
 14. Disc 'n Dat shall designate one individual to serve as liaison between the City and Disc 'n Dat. The liaison will coordinate needs and uses with the Director of Public Works or designee.

CITY'S RESPONSIBILITY

1. The City hereby agrees to authorize the exclusive use of the park property for said event.

2. The City shall provide police support services, paramedics, park support and electrical support as deemed necessary based on the plans and actual activities for the event. The City shall provide trash totes and arrange for a temporary dumpster for the event unless the Disc 'n Dat secures the donation of a dumpster. The cost for the dumpster, if charged to the City will be reimbursed by the Disc 'n Dat.
3. The City hereby agrees that this Use Agreement authorizes the selling and consumption of alcohol in the event venue pursuant to Section 1064.02(a) of the Codified Ordinances.
4. The City hereby agrees that if the Association shall perform all of the above covenants, undertakings and agreements contained herein, it shall during the term hereof, freely, peaceably and quietly enjoy the use of the designated property for said purposes without molestation, hindrance, eviction, or disturbance by the City or persons under its control.
5. The City agrees to designate the Director of Public Works as the City liaison to Disc 'n Dat.

FEES

1. This event shall be cost neutral for the City support services and any other direct expenses for the event including event insurance or dumpster rental expenses. Costs are estimated to be N/A and are detailed in Exhibit "B." As staff reviews plans for park set-up and vendor needs, the estimate may be modified. Fifty percent of the final estimate cost shall be paid as a deposit to the City by _____.
2. The City will submit an invoice for the balance of the actual expenses less the paid deposit to the N/A within two weeks of the event. The N/A shall pay the balance within thirty (30) days of receipt of the invoice.
3. The N/A shall provide fifty percent (50%) of the event net proceeds, if any, to the City for the Park Fund and shall retain fifty percent (50%) for event start-up expenses for future events. Payment shall be paid to the City within sixty (60) days of the event. N/A shall not utilize this event to raise funds for any other agency or purpose.

LIABILITY

1. Disc 'n Dat agrees to indemnify, hold harmless and defend the City, their officers, employees, agents and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the City, their officers, employees, agents and volunteers may hereafter sustain, incur or be required to pay, arising out of or by any act or omission of the Disc 'n Dat, its officers, employees, agents and volunteers, in the execution, performance or failure to adequately perform Disc 'n Dat's obligations pursuant to this contract. Disc 'n Dat further agrees to assume all risk of loss, damage or injury caused by whatever kind, or whomsoever caused (other than loss, damage or injury caused by an act or omission of the City or of any under the City's control) to any person(s) or the property of the parties, or anyone on or about the property.
2. Disc 'n Dat agrees to obtain and maintain for the duration of this Agreement at their own cost and expense commercial general liability insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate and name the City as an additional insured. N/A or alcohol permit holder shall also obtain and maintain for the duration of the Agreement liquor liability insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate and name the City as an additional insured.

- The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - Additional Insured Status: City, its officers, employees, agents and volunteers shall be covered as Additional Insureds with respect to liability arising out of all activities by or on behalf of the _____ Disc 'n Dat _____ with respect to the Summer Sizzler #6 at Monroe.
 - Primary Coverage: For any claims related to this Agreement, _____ Disc 'n Dat _____'s insurance coverage shall be primary as respects the Additional Insureds. Any insurance maintained by the Additional Insureds shall be in excess of _____ Disc 'n Dat _____'s insurance and shall not contribute with it.
 - Notice of Cancellation: Each insurance policy required above shall not be canceled, except with written notice to the City. _____ Disc 'n Dat _____ shall promptly notify the City upon receipt of a notice of cancellation or material modification of coverage.
 - Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.

3. _____ Disc 'n Dat _____ shall, at the time of the execution of this Agreement, furnish the City with a certificate(s) of insurance evidencing the coverages required above. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

TERMINATION OF AGREEMENT

1. The City retains the right to cancel the event in its entirety or any portion thereof upon _____ Disc 'n Dat _____'s failure to comply with any or all terms and conditions of the above covenants, undertakings and agreements contained herein. Cancellation may be prior to or during said event.

ENFORCEABILITY

1. If any provision of the Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition, and the validity and enforceability of all the remaining provisions shall not be affected thereby.

2. The Agreement shall be governed by and constructed under the laws of the State of Ohio.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed the Agreement on the _____ day of _____, _____.

CITY OF MONROE (CITY)

By _____
William J. Brock, City Manager

Date _____, 20 _____

Witness _____

Date _____, 20 _____

_____ ()

By Dan Bayless _____

Date 4/19/_____, 20 21

Witness Donna Campbell

Date 4-19, 20 21

City of Monroe COVID-19 User Agreement

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 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. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to hold my event and rent the Facility. I will follow the applicable laws and guidelines during the event and my time on the premises.

I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises or from using the Facility and participating in the event there and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the City of Monroe, its officials, elected or otherwise, agents, employees, contractors, and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result my being on the premises, using the Facility, and/or participating in the event.

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. 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 Ohio.

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, TO USE THE FACILITY, AND TO PARTICIPATE IN THE EVENT.

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.

Dan Bayless

Print

Dan Bayless



Verified by PDFfiller
4/19/2021

Signed

4/19/21

Date

Summer Sizzler 2021 Social Distancing Plan

7/10/21

- 1 - For communication needs with participants, tournament directors will provide all information (course rules, FAQs, etc.) electronically (email, Facebook Live, YouTube, or another streaming service) prior to tournament to avoid the need for large gatherings.
- 2 - No players meeting
- 3 - No Awards ceremony
- 4 - All registrations completed online
- 5 - Tee times will be used instead of everyone starting at one time every 10 minutes starting on holes 1 and 10, so there will be no overlap.
- 6 - Online scoring is utilized, so no paper scorecards
- 7 - Sanitizer and masks will be available at check-in tee
- 8 - Groups will be no larger than 4
- 9 - Players are encouraged to social distance of 6 feet
- 10 - Players are advised not to touch other people's discs, no high fives or other celebratory touching.
- 11 - All players will confirm either electronically or hard copy, a Covid 19 waiver

EVERYONE. The COVID-19 waiver is from the PDGA. ***You must acknowledge this statement either via return email or in person at Check-in.***

EVENT PARTICIPANT COVID-19 WAIVER

I understand that participation in this event carries with it risk of injury or death and I, on behalf of myself, my heirs, administrators, executors, and assigns expressly release, forever discharge, and hold harmless City of Monroe, Summer Sizzler 5, Dan Bayless, Rod Angel and the PDGA (the "Releasees") for all personal injury, loss, damage to property, or death in connection with my participation in this event. Further, I understand and acknowledge that there currently exists a global pandemic associated with the disease COVID-19, that I am participating in this event at my own risk, that

any safety precautions designed to protect against the spread of COVID-19 undertaken by the Releasees does not guarantee I will not contract COVID-19, and that, the foregoing notwithstanding, it is my specific intent to affirm my foregoing release of the Releasees with respect to any personal injury, loss, damage to property, or death I may experience from COVID-19 in connection with my participation in this event.

NOTE: These guidelines are what we used all of 2020 and so far this year. It has worked out very well.



DOG PARK RULES

- **Hours of operation: Dawn to Dusk**
- **Dog handlers must be 16 years of age and are liable for injuries or damages caused by their dogs. No digging allowed.**
- **Dogs that are aggressive, in heat, or sick are not allowed.**
- **All dogs must be four (4) months of age, current with all vaccinations, licensed and must be wearing a collar.**
- **Any person entering the Dog Park acknowledges the risk and dangers inherent with dog parks and assumes the risk of injury to themselves and their dogs.**
- **Small Dog Park is limited to dogs weighing 25 pounds or lighter; large Dog Park is open to dogs of all sizes.**
- **Dog handlers must be inside the Dog Park, within view of their dogs and have access to a leash at all times.**
- **City leash laws must be obeyed immediately outside of the Dog Park.**
- **Dog handlers are responsible for pick-up, sealing and disposal of waste in the designated containers.**
- **Equipment in the Dog Park is for dogs only. Please do not let your children climb on the equipment.**
- **Children under the age of 13 are not permitted in the Dog Park unless accompanied by an adult. Running should be avoided because it can elicit the chase response.**
- **No strollers, carriages, bicycles or children's toys are allowed in the Dog Park.**
- **No food or treats are allowed. (Dog and people food can cause dogs to act unexpectedly)**
- **No smoking, alcoholic beverages or food allowed in the Dog Park.**
- **The Dog Park is closed when City of Monroe personnel are conducting maintenance.**
- **Violation of the rules may result in loss of privileges for use of the Dog Park.**