

**2009 Resident Field Use Agreement**  
**Fields at Memorial Park**  
**563 Main Street in Fremont NH**

A resident team is one in which over 50% of coaches and players are Fremont residents. Status will be verified by submission of a roster of names and addresses for coaches and players.

Agreement: This Agreement is between the Town of Fremont (Town) and the \_\_\_\_\_ (User).

Purpose: The purpose of this Agreement is to describe the terms and conditions of the field usage at the Town's Memorial Park.

Use: The User may use the Memorial Park Fields for team practices and games involving Fremont teams only. Tournament play that involves non-Fremont teams requires additional authorization in advance.

Term: **on the following dates and time blocks** (time blocks are comprised of three consecutive one hour periods of time, ie: a block is three hours): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Field Access: As scheduled during usual park operating hours. Schedule shall occur per scheduling priority plan established by the Town and its Parks & Recreation Commission. All Field Scheduling shall be done through Jon Benson of the Parks & Recreation Commission.

Field maintenance: Grounds care is the responsibility of the Town. Playing field marking and all other sporting needs are the responsibility of the User.

Parking: All parking shall occur in designated graveled parking areas and shall not occur on any grassed area. All parking signs shall be followed.

Trash: All trash shall be properly disposed of in the on-site trash containers. The Town will be responsible for emptying trash containers on a routine basis. Any overflow trash shall be disposed of on an as-needed basis by the User. At no time shall trash be overflowing in containers or left in undesignated areas.

Personal Property: All users are responsible for removal of their personal property from the park after each use or game. The Town shall not be responsible for any personal property left at the Park.

Security: The User will be loaned a gate and bathroom key, which shall be picked up by the User from the Selectmen's Office on the day of use. The User can open the gate and bathrooms. The USER, when leaving the park will make sure that the bathrooms are vacant and no water is running, before they are locked. The User shall deposit the loaner keys in the bathroom prior to locking the door. The User shall ensure that the parking lot is vacant of vehicles before locking

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the driveway access gate. The User is responsible for locking the main gate. (This is done by securing the padlock).

All Users have a duty to prevent abuse, misuse and damage to any of the park facilities. This is to be accomplished by managing their players and asking parents and attending adults for their support.

Contact Persons: The Town designates **Jon Benson** as a point of contact for field scheduling and for all other issues. (evjon@comcast.net or 603 895 6460) The User designates \_\_\_\_\_ as a point of contact for field scheduling and any other issues which may arise during use by the User. Provide telephone number and email address for contact: \_\_\_\_\_

Insurance: The User shall maintain insurance coverage for player and coach injuries. Evidence of this coverage will be provided to the Town prior to the start of the field usage season, and updated no less than annually; or at the expiration of any policy term.

The User and its members shall sign the Town's liability waiver; or submit a certificate of insurance with proper evidence of liability insurance coverage, naming the Town of Fremont as an additional insured.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2009.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Duly Authorized Members

\_\_\_\_\_

Fremont Parks & Recreation

User Contact Information - PLEASE PRINT:

Name: \_\_\_\_\_

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

Home Phone: \_\_\_\_\_ Alt Phone: \_\_\_\_\_

\*\* Please provide your Driver's License to be copied for identification purposes.

In the event that you do not carry insurance, all users must sign the attached waiver form.

Town of Fremont – Resident Fields Use Agreement  
Release and Waiver of Liability  
And Indemnity Agreement – Page One

In consideration of the permission granted to the participant named below, to participate and use the Town of Fremont Athletic Fields at 563 Main Street in Fremont NH, I/we SHALL, RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Town of Fremont and its Parks & Recreation Department, their agents and employees from all liability for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the named participant, whether caused by the negligence of the TOWN OF FREMONT and it's PARKS & RECREATION DEPARTMENT, its agents and employees or otherwise while the named participant participates in activities at the Fremont Memorial Ballfields and Park.

I/we further agree to indemnify TOWN OF FREMONT and it's PARKS & RECREATION DEPARTMENT, their agents and employees from any and all liability, loss or damage including but not limited to bodily injury, illness, death or property damage which the TOWN OF FREMONT and it's PARKS & RECREATION DEPARTMENT, their agents and employees become legally obligated to pay including reasonable attorneys' fees and costs, as a result of claims, demands, costs or judgments, against the TOWN OF FREMONT and it's PARKS & RECREATION DEPARTMENT, their agents and employees on account of injury to the person or property or resulting in the death of the named participant whether or not caused by the negligence of the TOWN OF FREMONT and it's PARKS & RECREATION DEPARTMENT, their agents or employees and whether or not such liability is sole, joint or several.

I/we am/are aware that participation in this program may present a strain on my body, or its parts and therefore I represent to TOWN OF FREMONT and it's PARKS & RECREATION DEPARTMENT that to the best of my knowledge, I am in a proper physical condition to participate and that I/we assume risk of participating.

I/we understand that the above program involves traveling to various activity sites. I/we will accept full responsibility for my transportation to and from these activities and I/we release, indemnify and hold harmless any persons providing such transportation.

I/we, the undersigned, have read this release and understand all its terms. I/we execute it voluntarily and with full knowledge of its significance. I/we have executed this release on this date indicated next to my/our names.

\_\_\_\_\_  
Participant's Name

\_\_\_\_\_  
Participant's Signature

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Participant's Name

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Release and Waiver of Liability  
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