



## CLYDE W. CARTER MEMORIAL GAZEBO RULES AND REGULATIONS

The property may be reserved through the Village Clerk's Office for ceremonies or entertainment that meets community standards of good taste, on a first come basis. Persons reserving must sign this form.

There shall be no littering, no use of confetti, and no defacing of property. The Responsible Person, as indicated below, shall be responsible for replacement or repair costs.

All persons are to stay off plantings, roping and chains. There is no docking allowed on the gazebo dock area.

Responsible behavior is expected from those using the Gazebo. Special attention should be given to children in your group.

No matter what group has reserved the Gazebo, the park will remain open to the public and may not be limited to your group.

Village Law prohibits the public consumption of alcoholic beverages.

The park is not available the following times: Tuesday evenings from May through Labor Day, Memorial Day, the second week in June, the last weekend in July or Labor Day.

The Gazebo is available for rental between the hours of 8:00 A.M. and 9:00 P.M.

No funds may be collected by entertainers or others using the Gazebo unless such event is sponsored by the Spencerport Fire Department, Canal Days Committee or Waterfront Development Committee.

There will be no rental charge for community non-profit organizations; all others will pay a \$25.00 rental charge for each block of three (3) hours.

Rental fees must be paid at the time of application. Notice of cancellation must be given the Village Clerk's Office at least twenty-four (24) hours in advance or the rental fee will be forfeited.

All requests must be cleared through the Spencerport Exempts. You will be notified by mail within ten (10) days of request if Permit is granted. If the Permit is denied, your application fee will be returned.

Date: \_\_\_\_\_ Responsible Person: \_\_\_\_\_

AGREEMENT OF INDEMNIFICATION THIS AGREEMENT, dated the \_\_\_\_ day of \_\_\_\_ 20\_\_ , by and between \_\_\_\_\_ (hereinafter referred to as the "Organizer) residing at \_\_\_\_\_, and the Village of Spencerport, a municipal corporation with its offices at 27 West Avenue, Spencerport, New York 14559 (hereafter referred to as the "Village").

WITNESSETH: 1.) That the Organizer is an individual requesting the permission of the Village of Spencerport to use the Clyde Carter Memorial Gazebo.

2.) That the event shall take place on the following dates and times: \_\_\_\_\_

3.) That in the event that the Organizer obtains permission of the Village to utilize the Clyde Carter Memorial Gazebo and in consideration of said permission the Organizer individually agrees to indemnify and save and hold the Village free and harmless of and from any loss, claim, cause of action, injury, damage or liability, whether primary, actual, implied, imputed or derived, without limitation by reason of time of loss, occurrence, discovery, notice or otherwise, to the persons or property of the Organizer or other persons, and will indemnify the Village for all such suits, orders; decrees and judgments entered therein arising from or in any way related to the event conducted by the Organizer, and the Organizer waives all rights of subrogation of his insurance carrier(s).

4.) The Organizer affirms that they themselves or any of their guests have not been diagnosed with, demonstrated any symptoms of or have in any way been exposed to any communicable diseases (including but not limited to the virus commonly referred to as COVID-19) within the past thirty days;

5.) Acknowledge that the Organizer is aware that by entering the premises and participating in the EVENT(S) that there are risks to me and their guests and to those with whom they interact of exposure, directly or indirectly, to communicable disease(s) including but not limited to the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", "COVID-19" and/or any mutation or variation thereof;

6.) HEREBY the Organizer voluntarily agrees to RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE on behalf of myself or on behalf of others with whom I interact, the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, competition vehicle owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners and leasees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees", from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefor, whether caused by the negligence of the Releasees or otherwise;

7.) The Responsible Person agrees to ensure all attendees, invitees, vendors, agents, employees, etc. comply with all regulations promulgated by the Center for Disease Control, New York State Department of Health and any other agency with respect to all applicable provisions pertaining to COVID-19 regulations, including but not limited to: social distancing, appropriate facial coverings, appropriate disinfecting and cleaning rules.

8.) HEREBY agree to INDEMNIFY AND SAVE AND HOLD HARMLESS the Village of Spencerport and each of them from any loss, liability, damage, or cost they may incur arising out of or related to my illness or death, whether caused by the negligence of the Village of Spencerport or otherwise.

I HAVE READ THIS COMMUNICABLE DISEASE RELATED HOLD HARMLESS, RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE

OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

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Signature

Printed Name

Date