

# ROSS TOWNSHIP

MONORE COUNTY, PA

570-992-4990

## FACILITY REQUEST

User Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Township \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

### UPPER PAVILION IS THE ONLY RENTAL AVAILABLE

Date Requested \_\_\_\_\_ Time Requested \_\_\_\_\_ # of People \_\_\_\_\_

Event Being Held \_\_\_\_\_

### TERMS OF USE

- 1) User agrees to adhere to the various Health, Safety and Welfare Ordinances of Ross Township, as well as all park rules, regulations and restrictions authorized by the Ross Township Board of Supervisors governing recreational facilities and all properties.
- 2) User assumes all risk and liability if a guest or invitee sustains injury due to User's negligence on the premises.
- 3) User further agrees, to the fullest extent permitted by law, to indemnify and hold township, its Officers, Supervisors, Managers, Employees and agents harmless from and against any all claims, demands, suits or causes of action resulting from injury, including death to any person or damage or loss to tangible properties arising from the negligent acts or omission of USERS. USER further agrees to pay all out of pocket and legal defense cost incurred by Township within the scope of the indemnity.

Name \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_

Fee Paid \_\_\_\_\_ Check/Cash \_\_\_\_\_ Security Deposit \_\_\_\_\_

Key Deposit \_\_\_\_\_ Water/Electric Fee \_\_\_\_\_

Copy of Liability Insurance \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Non-Profit \_\_\_\_\_

Township Representative \_\_\_\_\_ Date \_\_\_\_\_

**Approval of this Facility Use creates a temporary license, revocable by the Township for any misuse or violation of applicable law, regulations, ordinance or rules, or in the event of emergency management whereby the Township needs immediate use of the facilities so reserved.**

**ROSS TOWNSHIP  
VAN BUSKIRK-HANEY PARK  
PARK & PAVILION RULES & REGULATIONS**

1. Picnic tables or other park items are not to be removed from the pavilion and all displays and decorations must be removed.
2. Groups who have reserved the pavilion have priority over daily users.
3. All activities/events involving more than 10 people must have appropriate approvals.
4. This park is specifically designed for passive activity.
5. Fishing is "catch and release" only. No camping. No swimming.
6. Clean up after you are done & take **ALL** trash with you. Leave the park clean and orderly.
7. Open fires are prohibited. Use of a gas grill is permitted in the picnic areas.
8. Dogs are permitted on walking trails and grassy areas. **DOGS MUST BE LEASHED AND THE WASTE OF YOUR DOG MUST BE PROPERLY DISPOSED OF AT ALL TIMES.**
9. **THIS PARK IS A DRUG FREE ZONE. SMOKING AND THE USE OF ALCOHOLIC BEVERAGES ARE NOT PERMITTED.**
10. Unauthorized vehicles are restricted to parking areas only.
11. No motorized vehicles or remote-controlled devices.
12. Soliciting, posting of signs, distribution of products or equipment are prohibited.
13. Hunting, weapons, firearms, air guns or explosive devices are prohibited.
14. Damaging, defacing, removing or attempting to remove any manmade or natural objects are prohibited.
15. Disturbance of peace by any conduct (e.g. loud/offensive music, profanity, aggressive behavior, fireworks) to cause a nuisance to others or wildlife is prohibited.
16. The township has the right to enforce these rules as outlined in the **Ross Township Park Ordinance No. 83**. Anyone not following these rules will NOT be permitted to use the park in the future.

**\*\*THERE ARE NO REFUNDS IF YOU HAVE TO CANCELED AN EVENT OR WEATHER RELATED ISSUES\*\***

**Park Fee Schedule:** Residents Fee: \$40.00 - Non-Residents Fee: \$80.00  
Non-Profit Fee: \$20.00  
Additional Fee: \$25.00 - Access to Water/Electric – **it is your responsibility to pick up the key the week before the event – we will not refund access to water/electric fee if you did not use it. – Separate check**  
Key Deposit \$25.00 - This fee will be returned to Lessee upon return of access key - **Separate check**

**SECURITY DEPOSIT - \$150.00 - \*RETURNED AFTER EVENT\* - TO COVER DAMAGE OR POOR CONDITION OF PARK - Separate check**

**PARK HOURS ARE DAWN TO DUSK**

If you witness illegal activities, CALL 911 immediately.

Please report any vandalism or unwelcome behavior to 570-992-4990

**ROSS TOWNSHIP  
VAN BUSKIRK-HANEY PARK  
Release, Assumption of Risk & Waiver of Liability and  
Indemnity Agreement**

**PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO BRING ANY ACTION OR PROCEEDING TO RECOVER COMPENSATION OR OBTAIN ANY OTHER REMEDY OR RELIEF FOR ANY PERSONAL INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE HOWEVER CAUSED ARISING OUT OF YOUR USE OF ANY ROSS TOWNSHIP FACILITIES, INCLUDING BUT NOT LIMITED TO THE VAN BUSKIRK-HANEY PARK, OR PARTICIPATION IN ANY PROGRAMS OR ACTIVITIES CONDUCTED BY ROSS TOWNSHIP (COLLECTIVELY THE "PROGRAMS"), NOW OR ANY TIME IN THE FUTURE.**

**Assumption of Risk**

I acknowledge and agree that any use of Ross Township facilities, services, equipment and premises ("Facilities") and any participation in Ross Township programs and activities ("Programs") comes with inherent risks including, but in no way limited to: (1) moderate and severe personal injury, (2) property damage, (3) disability, (4) death, and (5) sickness or disease. I voluntarily accept and assume full responsibility for these risks as well as any and all other risks of the use of Facilities and participation in Programs. I agree that I have full knowledge of the nature and extent of all such risks and am not relying on all such risks being described in this document.

**Coronavirus/COVID-19**

Coronavirus, COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. I do hereby further specifically acknowledge and agree that participating in any Programs, or accessing any Ross Township facilities/equipment, could increase the risk of contracting COVID-19. I further specifically acknowledge and agree that Ross Township in no way represents or warrants that COVID-19 infection will not occur through participation in any Programs or accessing any Ross Township facilities/equipment. I certify that I have not been diagnosed with Coronavirus / Covid-19 within fourteen (14) days prior to execution of this waiver nor have I been in direct physical contact with anyone that has been diagnosed with the Coronavirus / Covid-19 within fourteen (14) days prior to execution of this waiver.

**Waiver, Release, Indemnification & Covenant Not to Sue**

In consideration of the use of Facilities and participation in Programs I, the undersigned, agree that, Ross Township, its successors and assigns, its elected and appointed officials, professional consultants, representatives, agents, servants, contractors, sub-contractors, workmen, employees, inspectors, volunteers, material suppliers and insurers, and their respective parent and affiliated subsidiary entities ("Releasees" ), or any of them, will not be liable for any personal injury, property damage, disability, death, sickness or disease incurred by myself, my family members, dependents, or guests, including minors, however occurring including, but not limited to the negligence of Releasees. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage,

disability, death, sickness or disease sustained from the use of Facilities and participation in Programs.

I further agree, on behalf of myself, my heirs, legal representatives and proxies (collectively the "Releasors"), to release and **HEREBY DO RELEASE, WAIVE AND COVENANT NOT TO SUE** Releasees, jointly, individually and severally, from any and all claims, demands, actions, causes of actions, suits, liabilities, breaches of contract, omissions, misfeasance, malfeasance, negligence, promises, damages, costs, losses and expenses, of any nature whatsoever, at law or in equity (hereinafter collectively referred to as the "Claims"), which could, might, or may now or in the future, be claimed or asserted, by the Releasors, or any of them, against the Releasees, or any of them, from any cause or circumstance whatsoever, whether known or unknown, now existing or hereafter arising and whether asserted, pending, threatened or otherwise arising from, or in relation to personal injury, illness, death, property damages, death or accident of any kind, arising out of or in any way related to the use of Ross Township facilities/equipment or participation in any Programs, whether that participation is supervised or unsupervised, however the injury, death, illness, damage or accident occurs, including, but not limited to the negligence of Releasees or any of them.

In further consideration of the use of Facilities and participation in Programs, I agree to **INDEMNIFY AND HOLD HARMLESS** Releasees from any and all causes of action, claims, demands, losses, suits, judgements, liabilities, costs and expenses, of any nature whatsoever, including claims of negligence, arising out of or in any way related to the use of Facilities and participation in Programs by myself, my family members, dependents or guests, including any minors.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Participant Name (Print Clearly)

Date: \_\_\_\_\_