

## DISCLAIMER & RELEASE

As a condition of using any Decatur Parks and Recreation athletic field or facility,

\_\_\_\_\_ (your name) of \_\_\_\_\_ (name of organization) agrees to assume complete responsibility for use of the requested field(s) or facility(ies) on behalf of the organization's officers, directors, league officials, our players and participants. I also agree on behalf of our organization's officers, directors, league officials, and players and participants to absolve, indemnify, and hold harmless Decatur Parks and Recreation, and all of Decatur Parks and Recreation's directors, officers, employees, and agents of any and all incidents, disputes, claims, actions, causes of action, judgments, legal fees, costs, expenses, or any other legal liability resulting, asserted as a result of, or related to our use of the aforementioned fields. All participants using the field(s) or facility(ies) during the requested use will have signed a release that will be made available to Decatur Parks and Recreation upon request that specifically states that each participant and/or their parent or guardian assume all additional responsibility for hazards incurred in the conduct of activities, and do further release, absolve, indemnify and hold harmless the Decatur Parks and Recreation and all others listed hereafter: organizers, employees, officers, board members, coaches, referees, sponsors, supervisors, and landowners permitting use of their land for athletic activities. Decatur Parks and Recreation is not responsible for weather related cancellations of games. It is also agreed that all participants wanting to use the field(s) or facility(ies) during the requested use who have not signed the release shall not be permitted to play or participate. To further comply with requirements above, I have provided Decatur Parks and Recreation with a valid certificate of insurance that adequately covers liability and accident insurance for all my organization's officials, players, and participants and indemnifies Decatur Parks and Recreation in an amount of at least \$1,000,000.00 per incident.

## SOCCER FIELD RENTAL POLICY

1. Decatur Parks and Recreation may cancel or deny the use agreement of any person or group when it is determined by the City Council, Decatur Parks and Recreation Department or the city's duly authorized designee that the proposed use of the park and facility will not be in the best interest of the City. The City in its sole and absolute discretion, reserves the right to decline rental of the soccer fields or to cancel rental of the soccer fields.
2. First Priority Users:  
The scheduled use of Decatur soccer fields may be made available without rental charges only to the organizations listed below. First Priority Users may schedule events one year in advance of the event's date. Priorities will be granted in the following order: (1) Decatur Parks and Recreation (2) Decatur Youth Soccer Association (3) Decatur Soccer Council (4) North Alabama Soccer League (5) Alabama Youth Soccer Association (6) Decatur Board of Education  
*\*\* Please note that all teams or leagues admissible as First Priority Users must belong to an affiliated state or national organization that is responsible for the administration of their sport (examples – Alabama Soccer Association, USSF, USYSA, SAY, AYSO)*
3. Second Priority Users: Second Priority Users may schedule an event three months in advance of the event's date. Priorities will be granted in the following order:
  - a. Non-profit civic groups whose membership is primarily made up of Decatur residents
  - b. Locally organized educational, fraternal, social and religious groups whose membership is primarily made up of Decatur residents
  - c. Other non-profit organizations and/or individuals that have been approved by the Decatur Parks and Recreation Department
  - d. Decatur businesses and non-affiliated clubs and associations
  - e. Non-residents
  - f. Others
4. Soccer fields available for rent are the Wilson Morgan field, the Spirit of America Soccer Complex at Point Mallard, in part or entirety, and Jack Allen Recreation Complex, in part or entirety.
5. All rental requests must be received a minimum of 30 days prior to use. A Decatur Parks and Recreation Department representative will contact you in reply to this request.
6. All Second Priority users must comply with the following requirements:
  - a. Provide proof of liability insurance of \$1,000,000 per incident with the City of Decatur named co-insured.
  - b. Abide by Decatur Parks and Recreation Facility Rules and Regulations
  - c. Sign DISCLAIMER & RELEASE
7. No soccer fields can be rented during the August – November time period without the permission of the Decatur Soccer Council and Decatur Parks and Recreation Department.
8. Payments must be made at least 7 business days prior to usage date. This does not include weekends and holidays.
9. A Security/Damage Deposit must be included with the application.
10. Decatur Parks and Recreation reserves the right to cancel any activity due to inclement weather.
11. Under no circumstances will an event be allowed to continue after the designated closing time of the park, facility or field.