

City of Moses Lake

Facility Use Application

The City of Moses Lake wishes to encourage use of City of Moses Lake facilities by the community as long as use is of lawful purpose and does not interfere with the conduct of City of Moses Lake, it's programs or the primary purpose for which the buildings and grounds are intended. Community use of facilities is subject to the terms of City of Moses Lake Policy and Procedures, the City of Moses Lake Municipal Code, and the current schedule of user fees. Funds may be charged for the use of City of Moses Lake facilities to ensure that funds intended for City of Moses Lake use are not used for other purposes. Permission to use a particular facility may be denied based on a belief that the activity proposed may not be in the City of Moses Lake's best interests, or due to the level of previously scheduled use. No person shall be denied the full enjoyment of the facilities because of race, creed, color, sex, origin or any other protected class. If your organization/group/team affiliation has changed you must complete a new facility use application and provide all necessary information to continue use of the facility.

NAME OF ORGANIZATION _____

CONTACT NAME _____ NUMBER OF TEAMS/PARTICIPANTS _____

ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

DAYTIME PHONE _____ EMAIL _____

NATURE AND PURPOSE OF ACTIVITY _____

SPECIFIC FACILITY REQUESTED _____

USER GROUPS SEASONS are defined below. All fees associated with each user group will be based on the defined season. Any request made outside of the defined season will be subject to availability and additional fees. Written approval must be granted by appropriate parties.

Youth Soccer Seasons:	Spring: March – May	Fall: August – November
Adult Soccer Season:	Spring/Summer: April - September	
Baseball Season:	Spring: March – June	Fall: August – September
Girls Fastpitch:	Spring: March – June	Fall: August – September
Adult Softball:	Summer: May - August	
Hockey:	Winter: November – February	
Swimming:	Summer: Late May – August	
Adult Volleyball:	Summer: April – July	
BMX:	Spring/Summer/Fall: March - October	

TIME REQUESTED

DATES TO BE USED _____ TO _____

DAY(S)/TIMES OF WEEK	☐ MONDAY	TIME _____
	☐ TUESDAY	TIME _____
	☐ WEDNESDAY	TIME _____
	☐ THURSDAY	TIME _____
	☐ FRIDAY	TIME _____
	☐ SATURDAY	TIME _____
	☐ SUNDAY	TIME _____

WILL ADMISSION BE CHARGED? _____ WILL MAINTENANCE SERVICES BE NEEDED? _____
(Maintenance services are restricted to unlocking and locking doors, operating lights, and performing routine cleanup.)

ADDITIONAL EQUIPMENT NEEDED (Equipment/service that is not included with the facility or in addition. This equipment/service will warrant an additional cost.)

EQUIPMENT NEEDED: ☐ Picnic Tables - Number of Tables _____ ☐ Garbage Cans - Number of Cans _____ ☐ Port-a-Potties - Number of Potties _____ ☐ Goals ☐ Fencing ☐ Restrooms Opened at Facility ☐ Lights ☐ Scoreboards ☐ Baseball/Softball Field Prep ☐ Soccer Field(s) Painted

FACILITY RENTAL FEES will be determined by the latest established rental rates. Payment of charges shown on the application form is to be made to the City within 30 days. Charges may be levied to cover the cost of additional services not covered in the original agreement or for damages or agreement violations. The City reserves the right to require and charge for custodial and/or other authorized City of Moses Lake employees to be on the premises. Priority use of our facilities is as follows: 1. Moses Lake Parks, Recreation and Cultural Services 2. Moses Lake School District 3. Community Leagues 4. Individual/Travel Teams.

ATHLETIC FIELDS AND FACILITIES

Users of athletic fields and facilities for youth sports shall comply with RCW 4.24.660 regarding youth sports concussion, head injuries and sudden cardiac arrest. All users of athletic fields and facilities shall comply with City policies on gender equality, pursuant to RCW 49.60.505.

AGREEMENT AND INSURANCE

The person or organization entering into a rental agreement with the City of Moses Lake for the use of City facilities or equipment described above certifies that the information given in this application is current. The undersigned further states that he/she has the authority to make this application for the applicant and agrees that the Applicant will observe all rules and regulations. The Applicant further agrees to reimburse the City of Moses Lake for any damages arising from the Applicant's use of said facilities. Any accident involving injury to participants or damages to facilities or equipment occurring during the use of City of Moses Lake facilities or equipment will be reported to the City immediately.

INDEMNIFICATION/HOLD HARMLESS

User shall defend, indemnify and hold harmless the Public Entity, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death or other harmful consequences such as infectious disease transmission of any person, or for loss or damage to property, which arises out of the use of Premises or from any activity, work or thing done, permitted, or suffered by User in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the Public Entity.

A. Insurance Term

User shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the User and his or her guests, representatives, volunteers and employees.

B. No Limitation

User's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the User to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. Required Insurance

User's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The Public Entity shall be named as an additional insured on User's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the User's insurance and shall not contribute with it.

D. Public Entity Full Availability of User Limits

If the User maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the User, irrespective of whether such limits maintained by the User are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the User.

E. Certificate of Insurance and Acceptability of Insurers

The User shall provide a certificate of insurance evidencing the required insurance before using the Premises. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

F. Alcohol, Available for Consumption on Premises, Whether Sold or Not

The User shall procure and maintain for the duration of the agreement Liquor Liability insurance in the amount of \$1,000,000 each occurrence. The Public Entity is to be named as an additional insured on Liquor Liability insurance. Host liquor liability coverage may be substituted when alcohol is consumed and not sold on premises with the prior written approval of the Public Entity.

G. Athletic Participant Events

General Liability insurance shall include coverage for participant liability with limits of not less than \$2,000,000 per occurrence.

Applicant agrees and shall defend, indemnify and hold harmless the City of Moses Lake, its officials, employees and volunteers from and against any and all claims, suits, actions or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Premises or from any activity, work or thing done, permitted, or suffered by Applicant in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Moses Lake.

I have read the rules and regulations above and on the reverse side of this form and agree with the conditions and charges as established:

SIGNATURE OF APPLICANT _____ **Date** _____

FOR CITY OF MOSES LAKE USE ONLY

Approved [☐] Disapproved [☐]

Certificate of Insurance [☐] Requested [☐] Received

Facility/Building Rental Fee \$ _____ Player Fee \$ _____ Hourly Fee \$ _____ Other Charges \$ _____

Total Billed \$ _____ Date Billed ____/____/____

Signature of Recreation Supervisor _____ Date _____

RULES AND REGULATIONS

- Adequate adult supervision must be provided by the applicant. Security may be required for some activities.
- Applicant/organization is responsible for the safety and conduct of its participants and spectators
- All events will be required to meet the occupancy load and fire and safety regulations of the City of Moses Lake and State of Washington.
- Use of alcohol, tobacco, and/or drugs is prohibited. Profane language and/or other objectionable conduct may result in being barred from using the Member's facilities.
- Firearms or other dangerous weapons are prohibited on City grounds as defined by law.
- Games of chance, lotteries, and giving of door prizes are not allowed except where permitted by law and then only with proper clearances.
- Access to facilities and services, except as otherwise addressed in these rules, shall be limited to that specified on the application.
- Alterations to the field/facility are prohibited without prior approval. This may include such things as hanging signs, erecting backstops, placing goals, using masking tape on walls and floors, etc.
- City-owned equipment shall not be removed from the facility or loaned to any individual or organization unless prior approval by the City has been granted. Groups or individuals cannot use City-owned expendable supplies.
- Applicants are responsible for set-up and clean up, unless specifically requested in the application. Users shall be responsible for returning the facility to its original condition immediately following the event. Failure to do so may result in additional charges being assessed.
- Appropriate gym shoes are required for all activities on the uncovered floor of gymnasiums.
- The applicant/organization shall not practice discrimination of any kind.
- Cancellations by applicants require at least a 24-hour notice. Otherwise, related actual costs shall be borne by the applicant.
- Facility use is cancelled when facility/building is closed due to an emergency.
- The City of Moses Lake reserves the right to refuse or revoke any authorization issued for the use of a City building or grounds, and if rental has been paid, to refund such rental, less expenses incurred, by the City in connection therewith.

EXHIBIT A

INSURANCE & INDEMNITY REQUIREMENTS FOR FACILITY USE AGREEMENTS

INDEMNIFICATION/HOLD HARMLESS

User shall defend, indemnify and hold harmless the Public Entity, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Premises or from any activity, work or thing done, permitted, or suffered by User in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the Public Entity.

A. Insurance Term

User shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the User and his or her guests, representatives, volunteers and employees.

B. No Limitation

User's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the User to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. Required Insurance

User's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The Public Entity shall be named as an additional insured on User's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the User's insurance and shall not contribute with it.

D. Public Entity Full Availability of User Limits

If the User maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the User, irrespective of whether such limits maintained by the User are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the User.

E. Certificate of Insurance and Acceptability of Insurers

The User shall provide a certificate of insurance evidencing the required insurance before using the Premises.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

F. Alcohol, Available for Consumption on Premises, Whether Sold or Not

The User shall procure and maintain for the duration of the agreement Liquor Liability insurance in the amount of \$1,000,000 each occurrence. The Public Entity is to be named as an additional insured on Liquor Liability insurance. Host liquor liability coverage may be substituted when alcohol is consumed and not sold on premises with the prior written approval of the Public Entity.

G. Athletic Participant Events

General Liability insurance shall include coverage for participant liability with limits of not less than \$2,000,000 per occurrence.

The (Organization) shall defend, indemnify and hold harmless the City of Moses Lake, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Premises or from any activity, work or thing done, permitted, or suffered by User in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Moses Lake.

CITY OF MOSES LAKE PARKS & RECREATION YOUTH SPORTS GROUP COMPLIANCE STATEMENT

For RCW 4.24.660 (as amended in 2015) Youth Sports Head Injury Policies and Sudden Cardiac Arrest Awareness

_____ requests the use of the _____ (member name & facility) for the following dates:

<u>Date</u>	<u>Activity</u>	<u>Facility</u>

_____, a private non-profit youth sports group, verifies all coaches, athletes and their parents/legal guardians have complied with mandated policies for the management of concussions, head injuries and sudden cardiac arrest awareness as prescribed by [RCW 4.24.660](#), [RCW 28A.600.190](#) and [RCW 28A.600.195](#).

The City of Moses Lake required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations contractual liability and coverage for participant liability. The City of Moses Lake shall be named as an additional insured on (Youth Sports Group) General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate. Proof of insurance and additional insured endorsement are attached.

The (Organization) shall defend, indemnify and hold harmless the City of Moses Lake, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Premises or from any activity, work or thing done, permitted, or suffered by User in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Moses Lake.

Signed: _____
Representative of (Organization)

(Date)

Note: Access to Moses Lake Parks & Recreation facilities may not be granted until all requirements of this application are complete and approved by the City of Moses Lake.

CITY OF MOSES LAKE PARKS & RECREATION

CONCUSSION MANAGEMENT INFORMATION SHEET

A 2009 act requiring the adoption of policies for the management of concussion and head injury in youth sports; amending the Revised Code of Washington 4.24.660 and adding section RCW 28A.600.190 "Zackery Lystedt Law" states, in part, the following:

Each school district's board of directors shall work in concert with the Washington Interscholastic Activities Association (WIAA) to develop the guidelines and other pertinent information and forms to inform and educate coaches, youth athletes, and their parent(s)/legal guardian(s) of the nature and risk of concussion and head injury including continuing to play after concussion or head injury. On a yearly basis, a concussion and head injury information sheet shall be signed and returned by the youth athlete and the athlete's parent/legal guardian prior to the youth athlete's initiating practice or competition.

Although the law generally directs these instructions to school districts and the Washington Interscholastic Activities Association (WIAA), it is best practice that private, nonprofit youth sports associations wanting to use publicly owned playfields also comply with the law. City of Moses Lake requires all youth sports activities using Moses Lake Parks & Recreation property or facilities to comply with this law.

After reading this information on youth head injuries and the awareness information provided on a separate "Sudden Cardiac Arrest Awareness Information Sheet," please sign the "Youth Sports Group Compliance Statement" The signed Compliance Statement must be returned to Moses Lake Parks & Recreation and is good only for the current sports season.

Concussion Management Information

A concussion is a brain injury, and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a "ding" or a bump on the head can be serious. You can't see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

Symptoms may include one or more of the following:

- Headaches
- "Pressure in head"
- Nausea or vomiting
- Neck pain
- Balance problems or dizziness
- Blurred, double, or fuzzy vision
- Sensitivity to light or noise
- Feeling sluggish or slowed down
- Feeling foggy or groggy
- Drowsiness
- Change in sleep patterns
- Amnesia
- "Don't feel right"
- Fatigue or low energy
- Sadness
- Nervousness or anxiety
- Irritability
- More emotional
- Confusion
- Concentration or memory problems (forgetting game plays)
- Repeating the same question/comment

Signs observed by teammates, parents- legal guardians, and coaches include:

- Appears dazed
- Vacant facial expression
- Confused about assignment
- Forgets plays
- Is unsure of game, score, or opponent
- Moves clumsily or displays lack of coordination
- Answers questions slowly
- Slurred speech
- Shows behavior or personality changes
- Can't recall events prior to hit
- Can't recall events after hit

- Seizures or convulsions
- Any change in typical behavior or personality
- Loses consciousness

What can happen if my child keeps on playing with a concussion or returns too soon?

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athletes will often underreport symptoms of injuries, and concussions are no different. As a result, education of administrators, coaches, parents/legal guardians, and athletes is the key for youth athletes' safety.

If you think your child has suffered a concussion:

Any athlete suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. The "Zackery Lystedt Law" in Washington requires the consistent and uniform implementation of long and well-established return-to-play concussion guidelines that have been recommended for several years: "A youth athlete who is suspected of sustaining a concussion or head injury in a practice or game shall be removed from competition at that time." "[He or she] may not return to play until the athlete is evaluated by a licensed health-care provider trained in the evaluation and management of concussions and has received written clearance to return to play from that health care provider." You should also inform your child's coach if you think that your child may have a concussion. It is better to miss one game than miss the whole season so when in doubt, the athlete should sit out.

RETURN TO PARTICIPATION PROTOCOL

If the youth athlete has been diagnosed with a concussion he/she MUST follow a progressive return to participation protocol (under the supervision of an approved health care provider) before full participation is authorized.

The return to play protocol may not begin until the athlete is no longer showing signs or symptoms of concussion. Once symptom free, the athlete may begin a progressive return to play. This progression begins with light aerobic exercise only to increase the heart rate (5-10 minutes of light jog or exercise bike) and progresses each day as long as the athlete remains symptom free. If at any time symptoms return, the athlete is removed from participation.

Additional information regarding concussion management is available from the Centers for Disease Control and Prevention (CDC) at: <http://www.cdc.gov/ConcussionInYouthSports/>.

CITY OF MOSES LAKE PARKS & RECREATION

STUDENT/PARENT/GUARDIAN SUDDEN CARDIAC ARREST AWARENESS

INFORMATION SHEET

Issued: 10/2015

What is sudden cardiac arrest? Sudden Cardiac Arrest (SCA) is the sudden onset of an abnormal and lethal heart rhythm, causing the heart to stop beating and the individual to collapse. SCA is the leading cause of death in the U.S. afflicting over 300,000 individuals per year.

SCA is also the leading cause of sudden death in young athletes during sports

What causes sudden cardiac arrest? SCA in young athletes is usually caused by a structural or electrical disorder of the heart. Many of these conditions are inherited (genetic) and can develop as an adolescent or young adult. SCA is more likely during exercise or physical activity, placing student-athletes with undiagnosed heart conditions at greater risk. SCA also can occur from a direct blow to the chest by a firm projectile (baseball, softball, lacrosse ball, or hockey puck) or by chest contact from another player (called "commotio cordis").

While a heart condition may have no warning signs, some young athletes may have symptoms but neglect to tell an adult. If any of the following symptoms are present, a cardiac evaluation by a physician is recommended:

- Passing out during exercise
- Chest pain with exercise
- Excessive shortness of breath with exercise
- Palpitations (heart racing for no reason)
- Unexplained seizures
- A family member with early onset heart disease or sudden death from a heart condition before the age of 40

How to prevent and treat sudden cardiac arrest? Some heart conditions at risk for SCA can be detected by a thorough heart screening evaluation. However, all schools and teams should be prepared to respond to a cardiac emergency. Young athletes who suffer SCA are collapsed and unresponsive and may appear to have brief seizure-like activity or abnormal breathing (gasping). SCA can be effectively treated by immediate recognition, prompt CPR, and quick access to a defibrillator (AED). AEDs are safe, portable devices that read and analyze the heart rhythm and provide an electric shock (if necessary) to restore a normal heart rhythm.

Remember, to save a life: recognize SCA, call 9-1-1, begin CPR, and use an AED as soon as possible!