

Timnath Community Park Pavilion Rental Permit Agreement and Waiver

I/we hereby agree to obey the rules and regulations of the Town of Timnath and the State of Colorado applicable to the use of the Timnath Community Park and its facilities. A copy of these rules and regulations is made part hereof, of reference thereto with the same force and effect set forth herein, in every particular.

I/we agree to indemnify, defend, hold harmless the Town of Timnath, its officers, agents and employees from all claims and demands of every kind of nature for injury or damage, either to myself, my guests, or made by a third party, arising from injury to the undersigned, or damage to my property or the property of others, arising out of or in connection with the use of the Community Park.

In applying for this Pavilion rental permit, I understand that:

- I have received and read a copy of the Rules & Regulations.
- The Town of Timnath is not responsible for the safekeeping of my or my guests' property at the park, or for damage to the personal property by reason of debris, fire, flood, storm, wind, water, theft, vandalism, or otherwise.
- It is my responsibility, and not the Town of Timnath's, to take weather forecasts and conditions into account when using the park or applying for rental permits.
- The Town will not refund permit fees under any circumstance.
- The Town, a Timnath Police Officer, or Larimer County Sheriff may limit or revoke a permit for violation of any rule of conduct, policy, or county/town ordinance. If a permit is revoked at any time due to a violation, the permit holders and their household(s) will not be allowed to purchase another permit until the subsequent permit season, and is subject to Town Manager approval.
- I am responsible for damage and or replacement of broken or damaged park infrastructure due to activities that occur during my rental window. It is my responsibility to bring to the attention of the Town any damage or broken infrastructure/appurtenance that existed prior to my rental of the Pavilion. I may document the damage, through photographic evidence, with a time stamp prior to the rental period. If I do damage the facility in anyway, I am solely responsible for the repair and/or replacement of the damage.

Signature of Permit Holder

Date

Signature of any additional Permit Holder

Date