

BBQ/PICNIC FACILITY USE - JUMP HOUSE/INFLATABLE PERMIT APPLICATION

| ✓ | Select the Park/Permit Below | Maximum Capacity |
|---|-------------------------------------|------------------|
| | Archer Park | 50 |
| | Archer Park Jump House Permit | --- |
| | Casanova Oak Knoll Park | 50 |
| | Casanova Jump House Permit | --- |
| | Deer Flats Park | 50 |
| | Deer Flats Park Jump House Permit | --- |
| | El Estero Large Group BBQ Area | 200 |
| | El Estero Park | 50 |
| | Fisherman's Flats Park | 50 |
| | Fisherman's Flats Jump House Permit | --- |
| | Hilltop Park Park | 30 |
| | Hilltop Jump House Permit | --- |

| ✓ | Select the Park/Permit Below | Maximum Capacity |
|---|--|------------------|
| | Laguna Grande Park | 50 |
| | Laguna Grande Park Jump House Permit | --- |
| | Laguna Grande Volleyball Permit | --- |
| | Montecito Park | 50 |
| | Montecito Volleyball Court | --- |
| | Monterey Bay Park Volleyball Court # 1 / 2 / 3 / 4 | --- |
| | Oak Newton Park | 50 |
| | Oak Newton Jump House Permit | --- |
| | Peter J. Ferrante Park | 50 |
| | Via Paraiso Park | 50 |
| | Whispering Pines Park | 75 |

FULL NAME OF APPLICANT: _____

SIGNATURE OF APPLICANT: _____ DATE: _____

ADDRESS: _____ CITY: _____ ZIP: _____

EMAIL ADDRESS: _____ PHONE: _____

PURPOSE OF USE (PROGRAM/ACTIVITY): _____ TOTAL HEAD COUNT: _____

DATE REQUESTED: _____ TIME: FROM _____ TO _____
Day of Week Month Day Year

NAME OF JUMP HOUSE/INFLATABLE VENDOR (if applicable): _____
 JUMP HOUSE/INFLATABLE PERMITS: Must be purchased in conjunction with a BBQ/Picnic Facility Use Permit.

GENERAL RULES & REGULATIONS

Failure to comply with all rules and regulations forfeits the Permit User's rights.

- Parking permitted in designated spaces only.
- Do not move pole or boulder barriers. Do not drive or park vehicles beyond barriers.
- Do not disturb vegetation, plant life, trees, shrubs, etc. or gather downed wood in the park. Collecting specimens of wildflowers, trees, rock is prohibited.
- Do not move tables. Do not use staples on picnic tables -- use tape.
- Tables and barbecue units are in "as is" condition and are not sanitized or cleaned between use.
- It shall be unlawful for any person or vehicle to enter or remain on the premises of any City park, including park grounds and parking lots, outside of the posted open hours except by special permit issued by the Parks and Recreation Director. (MCCSec. 23-5)
- Dogs are permitted on leash only at designated/posted City parks during the hours that such parks are open to the public. (MCC Sec. 23-8)
- Fires are permitted in barbecue units only.
- Amplified sound is prohibited.
- Trash and litter must be placed in receptacles. Permit User is responsible for picking up all sizes of litter. Metallic confetti and helium balloons are prohibited.
- BBQ/Picnic Facility Use Permits do not include use of ballparks. Contact the Sports Coordinator at 831.646.3969 for more information regarding ball field use. No ball playing in picnic areas.
- Bounce Houses/Inflatables prohibited, except in City parks designated by Department Director with permit and payment of an additional fee.
- Jump house/inflatables must be placed on designated grass area.
- No person shall take a vehicle onto City park turf in order to load, unload, set-up or take down a jump house/Inflatable.
- The City of Monterey does not supply electricity; jump house/inflatables vendors must provide their own generator.
- PRIVATELY OWNED JUMP HOUSES/INFLATABLES MAY NOT BE USED ON CITY PROPERTY.

REFUND POLICY: Refunds given if notified three (3) business days prior to the reservation date. A 25% service charge will be assessed. If space is available, reservations may be transferred to a different date/park if requested three (3) business days prior to the reservation date. *Permits must be returned prior to a refund or transfer being processed.*

By signing this application, the Permit User understands that recreation programs have priority over all scheduled outside programs/activities, and Monterey Recreation reserves the right to cancel your program/activity with 48 hours' notice. The Permit User agrees to be personally responsible for any damage sustained by the facility accruing through the use of said facility by the above named individual/organization (Permit User), and further agrees to conform to all rules and regulations of the facility as stated in the BBQ/Picnic Facility Use Permit.

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READ CAREFULLY – SIGNING THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being allowed to participate in City of Monterey Recreation or Sports Center programs, events, or activities, or to use City facilities or equipment, I, the undersigned, agree on behalf of myself, on behalf of any minors in my legal custody, and on behalf of my heirs, executors, assigns, and successors, (collectively "Participant") to the following:

1. Assumption of Full Responsibility for Risk of Bodily Injury, Death, or Property Damage.

Participant acknowledges and understands that Participant is voluntarily participating in Recreation or Sports Center programs, events, or activities, or use of City facilities or equipment, at Participant's own risk. This includes, without limitation, all risk of injury, death, illness, damage, or loss or theft of property that might result directly or indirectly out of Participant's participation in the recreation programs, events, or activities, or use of City facilities or equipment. City facilities, as that term is used in this Release and Waiver of Liability and Indemnity Agreement, includes property owned, licensed, leased, operated, or controlled by the City.

2. Release, Waiver, and Covenant Not to Sue. Participant understands that by signing this

Agreement that the City of Monterey, its employees, officers, agents, and volunteers (hereinafter referred to as "City"), shall not be liable, and Participant expressly waives any claim of liability, for any injury, death, illness, damage, or loss or theft of property, whether caused by any negligent act or omission of the City, in connection with the Recreation or Sports Center programs, events, or activities, or use of City facilities or equipment. This waiver is intended to be a complete release, to the fullest extent permitted by law, of the City from any responsibility for any claims for injuries or damages whatsoever, to person or property, sustained by Participant pertaining to, related to, or arising directly or indirectly out of Participant's participation in Recreation or Sports Center programs, events, or activities, or use of City facilities or equipment, including but not limited to use of the Kids Zone. This includes, without limitation, injuries (including death) which may occur: (1) as a result of negligence or carelessness on the part of the City, (2) out of a dangerous or defective condition of property or equipment, or (3) the City's negligent instruction or supervision. For activities at Toro Park, this release and waiver also applies to the County of Monterey, its officers, employees and agents, to the same extent it applies to the City for activities at City-owned properties.

3. Indemnify and Hold Harmless. Participant agrees to indemnify and hold the City harmless from any

claims made against the City by anyone else directly or indirectly pertaining to, arising from, related to, or caused by Participant's participation in Recreation or Sports Center programs, events, or activities, or use of City facilities or equipment.

4. Broad Application of Waiver and Severability. Participant expressly agrees that this Agreement is

intended to be as broad and inclusive as permitted by California law and that if any portion is held to be invalid or beyond what is legally permissible, the balance shall continue to be in full legal force and effect.

5. Term. Participant agrees that this Agreement is broad in scope as to time, and it remains in full force

and effect until this Agreement is superseded by a subsequent agreement.

6. Medical Care. Participant authorizes the City to seek emergency medical care, as the City deems

necessary, for any Participant, and agrees to be responsible for all costs incurred.

7. Photographs. Participant acknowledges that the City may take publicity photographs and/or recordings

of any program, activity, or event, and Participant hereby authorizes the use of Participant's image for this purpose.

I UNDERSTAND THAT BY SIGNING OR CLICKING "AGREE" BELOW THAT I HAVE CAREFULLY READ this Agreement, and fully understand that it is a release of liability that waives any right Participant may have to bring a legal action against the City for any claim against the City, including but not limited to negligence of the City, based on Participant's participation in the Recreation or Monterey Sports Center programs, events, or activities, or use of City facilities or equipment. I further acknowledge that no oral representations, statements or inducements have been made, and that Participant is voluntarily signing this Agreement. I agree that signatures on registration forms that are transmitted to the City by facsimile or electronic mail shall have the same force and effect as original signatures. **IF THE PARTICIPANT IS A MINOR OR IF A MINOR WILL BE USING THE KIDS ZONE BABYSITTING SERVICE,** I warrant that I am the parent or legal guardian of the minor, and I execute this Agreement on their behalf.

SIGNATURE OF APPLICANT: _____ **DATE:** _____

| | | | |
|---|-------------|--|-------------------------------|
| FEE: \$85 / \$65.03 Monterey City Resident (El Estero Large BBQ: \$110 / \$90.20 Mtry Res) | | | |
| Jump House/Inflatable Permit Fee: \$53 | | Specialty Sport Court Permit Fee: \$70 / \$53.55 Mtry Res | |
| | | | Total Amount: \$ _____ |
| Discover / MasterCard / Visa | Expiration: | Print Name: | Signature: |
| Last 4 digits only: _____ | | | |

PLEASE COMPLETE THE ENTIRE FORM INCLUDING THE CREDIT CARD INFORMATION ABOVE. YOUR CREDIT CARD BILLING ADDRESS MUST MATCH THE ADDRESS PROVIDED ON YOUR APPLICATION.

AUTHORIZED JUMP HOUSE VENDORS

| COMPANY | PHONE NUMBER | INSURANCE EXPIRATION |
|---------------------------------------|--------------|----------------------|
| Jumparty! | 831-663-5437 | 12/04/22 |
| Let's Party/Cathy's Action Packed Fun | 831-757-4781 | 08/24/24 |
| MM Jumpers | 831-262-6939 | 02/02/24 |

No permit will be issued after insurance expiration date.

JUMP HOUSE/INFLATABLES VENDORS AND THEIR CLIENTS MUST ABIDE BY THE FOLLOWING REGULATIONS IN CITY PARKS:

- NO JUMP HOUSE/INFLATABLES TALLER THAN 20 FEET ALLOWED.
- JUMP HOUSE/INFLATABLES MUST NOT BE "TIED" OR SECURED TO CITY PROPERTY (i.e. FENCES, TREES, SIGNS, TABLES, ETC.).
- JUMP HOUSE/INFLATABLE VENDORS MUST USE SANDBAGS TO SECURE INFLATABLES – NO STAKES ARE ALLOWED.

In an effort to maintain the quality of our City parks and to insure the safety of City park users, the City of Monterey has established the following criteria for allowing Jump House/Inflatables in City parks:

1. Jump Houses/Inflatables are permitted in designated locations **ON THE LAWN AREAS** of the following City of Monterey Parks:

| | | |
|-------------------------|------------------------|--------------------------|
| Archer Park | Fisherman's Flats Park | Oak Newton Park |
| Casanova Oak Knoll Park | Hilltop Park | Veterans Memorial Park |
| Deer Flats Park | Laguna Grande Park | (Group Areas 1 & 2 only) |

JUMP HOUSES/INFLATABLES ARE NOT ALLOWED IN ANY OTHER CITY PARK

2. A certificate of insurance naming City of Monterey as "additional insured" in the amount of \$1,000,000 each occurrence and \$2,000,000 general aggregate, *along with an additional insured endorsement*, must be on file in the Monterey Recreation office prior to conducting business on City property.

PRIVATELY OWNED INFLATABLES MAY NOT BE USED ON CITY PROPERTY.

3. The City of Monterey does not supply electricity at our parks. - **VENDORS MUST SUPPLY A GENERATOR FOR THEIR OWN USE.**
4. Users must reserve the group BBQ area of one of the above parks by purchasing a Park Permit and pay the additional Jump House/Inflatables Permit Fee. Only one Jump House/Inflatable per park, per day, is allowed.

Failure to comply with the above criteria will result in the forfeiture of future use of City parks for both the vendor and their client.