



Tournament/Field Usage Application Process - 2021

Thank you for considering the City of Kennewick for your 2021 tournament. Please take a few minutes to review all the attached information. For questions and assistance in planning your event please contact:

Brandon Lange (509) 585-4279

brandon.lange@ci.kennewick.wa.us

Please follow these steps to allow adequate time for processing & preparation for your event:

1. **Read the *Tournament/Field Usage Information Guide***. If you have any questions, please contact us.
2. **Submit the following items** to the Recreation office at least **60 working days** prior to the first tournament date. Priority is allocated via the "Usage Priority" in the *Tournament/Field Usage Guide* Section 2.4. Beginning October 16, 2020, returning tournaments can submit 2021 applications. New tournament applications for the 2020 calendar year are accepted starting November 16, 2020. All new tournaments will go through a review process, with approval based on availability, staffing needs and ball field usage.

The Application Checklist:

- Tournament /Field Usage Application
- Tournament/Field Usage Application Checklist
- Signed Hold Harmless Agreement
- Paid \$40 non-refundable application fee- *Tournaments that host two or more tournaments can submit all applications at once and only pay the \$40 once for the year.*
- Paid \$230 non-refundable administrative fee per application–*Tournaments that host two or more tournaments can submit their applications all at once and only pay the \$230 once for the year.*
- \$250 damage deposit per complex.

Please Note – The \$250 damage deposit **per complex** is paid at the time of application. The game fees will be due within 15 business days after your tournament. All insurance requirements will be due at time of application submission.

3. **The pre-tournament walk-through** is required prior to the tournament. See Section 2.10
4. **Damage Deposit** – Please note, the damage deposit is not used to pay the game fee. Refunds are processed approximately 15 working days after the **game fees have been received**. A refund, partial refund or letter of non-refund of the damage deposit is mailed to the tournament director.

Tournament/Field User Guide
Table of Contents

	<u>Page</u>
<u>Section 1 – General Information</u>	
• Definition of Terms	3
<u>Section 2 – Tournament/Field Usage Rental Information</u>	
• General Terms and Conditions and Fees	4-5
• Rules and Requirements	6-9
<u>Section 3</u>	
• Complex Amenities	10-13
<u>Section 4</u>	
• General Park Rules	14
<u>Section 5 – Forms</u>	
• Application Checklist	15
• Tournament/Field Usage Application	16
• Hold Harmless Agreement	17

Definition of Terms

1.1 Definition of Terms

a. "Tournament Director" is defined as the activity organizer, promoter or representative responsible for coordinating the public or private use activity within any City of Kennewick park, softball complex and/or facility. In order to apply for a City of Kennewick "Special Use Permit" the tournament director must be 18 years of age or older.

b. "Special Use Permit" is defined as a contract or reservation agreement issued by the City of Kennewick Special Events Team. A permit is required for any organized activity involving the use or having impact upon the parks facilities or grounds.

Terms and Conditions for Use of Athletic Complexes

The following rules and regulations will be in effect for all City of Kennewick Athletic Complexes. The reserving party will adhere to all park rules and regulations and will insure all tournament participants do as well.

2.1 Prohibited Activities

Any activity that is prohibited by Federal and/or State Law and the City of Kennewick.

2.2 Laws, Rules and Regulations

Tournament Directors and users will comply with all Federal and State Laws, City Ordinances, and regulations governing the use of the Kennewick Park system for public and private special uses. Said laws, rules and regulations as applicable shall be available to tournament director.

- a. Individuals are responsible for any damage done to person(s) or property when equipment leaves the complex. For example, but not limited to, a homerun ball flying over the outfield fence and hits a car breaking the windshield or causing a dent. If the individual who caused the damage does not take responsibility, the tournament director will be the responsible party for the damage.
- b. Changes, alterations, or defacement of property to any facility, its furnishings, or equipment will not be permitted. Any person or group causing damage to property or equipment will be required to pay for current cost or repair including labor, or replacement to restore furnishings or equipment to its original condition. Costs will be deducted from the damage deposit. Additional charges above the damage deposit must be paid in full. Until full payment for damage is received, the City of Kennewick shall have the right to deny future applications without any stated cause.

2.3 Condition of Premises

The Tournament Director will accept the premises, to be used for the tournament, in its present condition and at the times designated on the application for use.

2.4 Reservation of Tournament Dates

Preference for scheduling shall be given in the following order:

- 1st priority: City of Kennewick sponsored events
- 2nd priority: Kennewick School District
- 3rd priority: Tournaments that are set by bids (Such as State and Regional Tournaments)
- 4th priority: Tournaments played at City of Kennewick facilities in the previous year.
- 5th priority: New Tournaments

2.5 Sanctioning Requirements

All tournaments must be sanctioned by a national association or will be required to provide a Certificate of Insurance as stated under the insurance statement below.

2.6 Insurance

The User shall be required at its sole cost to secure and maintain continuously a policy or policies of insurance during the term of the Contract, known as: per accident; Commercial General Liability (CG 00 01)/Comprehensive Personal Liability (HO3) as applicable to User, and written on an insurance industry standard occurrence form as referenced, or equivalent, including premises/operations; products/completed operations; personal/advertising injury; contractual liability; and independent contractors liability, Liquor Liability/Host Liquor Liability (if applicable). The policy(ies) minimum limits of liability for bodily injury and property damage shall be \$1,000,000 each occurrence and \$2,000,000 general, products/completed operations aggregate.

If any vehicle is used in the conduct of the User's business, a policy Automobile Liability (Business/Personal) -written on an insurance industry standard form (ISO form CA 00 01) or equivalent, to include coverage for owned, non-owned, leased or hired vehicles. The minimum limits of liability for Bodily injury and property damage shall be \$1,000,000.

The insurance as provided above shall be endorsed to include the City of Kennewick, its officers, elected officials, employees, agents and volunteers as an Additional Insured on ISO form CG2026 (or equivalent), and shall not be reduced or cancelled without forty-five (45) days prior written notice to the City. The User's insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and non-contributing with the User's insurance.

Evidence of Insurance - Property Use will not be permitted until the City receives a certificate of insurance and the appropriate additional insured endorsement(s) in connection with the described work.

Subcontractors - User shall include all subcontractors performing any work included under this contract as an insured under its policies or shall furnish separate evidence of insurance as stated above for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.

2.7 Tournament Fees

Fees are charged to provide a system for recovery of the cost to City Taxpayers to host activities in City Parks and Facilities. Fees include the costs for application, administration, maintenance, utilities, space and or facility usage, police, fire, public works cost, and any other miscellaneous expenses. All fees are reviewed annually (calendar year) and adjusted as necessary to keep fees current with costs

Fees due at time of application	Fees
Application Fee (nonrefundable)	\$40 per application
Administrative Fee (nonrefundable)	\$230 per application
Damage Deposit/Sports Complex Cancellation	\$250 per complex
Fees Due after tournament	Fee
Softball Tournaments; Full maintenance service	\$26 per game
Baseball Tournaments; Full maintenance service	\$35 per game
Non Baseball/Softball Tournaments (Lacrosse, Soccer, Football, etc.)	\$14 per hour/per field
Pickleball	\$7 per hour/per court

Other Fees if needed	
Gate Fee	Minimum \$50 per complex per day
Inner fencing	\$150 per complex
Field lining fee for Lacrosse and Soccer	\$150 per field GPS/ \$175 non GPS - LAX and Soccer

2.8.1 Game fees

Softball-

- Fields are prepared and lined. City staff will be on site to maintain fields between games. Staggered starts are preferred to help accommodate the maintenance schedule of the fields. If staggered starts are not possible, the field crew will work in whatever they can but you might not receive a full groom, water, etc.

Baseball-

- Fields are prepared and lined. City staff will be on site to maintain fields between games. Staggered starts are preferred to help accommodate the maintenance schedule of the fields. If staggered starts are not possible, the field crew will work in whatever they can but you might not receive a full groom, water, etc.
- Mounds are included with full maintenance service. No metal spikes on portable mounds allowed. Only City mounds will be allowed.

2.8.2 Other fees

Gate Fee: A gate fee can be collected by the Tournament Director for purposes of offsetting the costs of the tournament. Ticket sales or assignment requests are submitted in writing to the City of Kennewick for review and approval. The City of Kennewick will coordinate with the tournament director in regard to gate set up at each location being used for the tournament.

Inner Outfield Fencing: Fencing is set up and taken down by City staff pre and post tournament.

Turf: Turf will be applied to keep/get the fields playable if it rains. If after 4 bags per field games are unable to continue/start, recreation staff will be contacted to determine the best course of action.

2.9 Tournament Cancellation Policy

Tournament cancellation must be made in writing at least 14 business days prior to the tournament date.

Failure to do so will result in forfeiture of your damage deposit for all reserved complexes.

Fees will only be refunded if the City has to close the fields for a safety reason or your tournament is rained out before it begins, as determined by City personnel, umpires and tournament director. City personnel have the final say on tournament cancellations and/or postponing games but will try and work out the best plan for everyone. Once a tournament begins, however, you are responsible for the payment for all field fees and games that were completed before the rainout or closure.

2.10 Field Maintenance

To allow for the full groom, water and chalk, please schedule breaks throughout your tournament. If no breaks are scheduled the field crews may not get a full groom, water and chalk in. The lead City staff member will consult with the site director and the Umpire-in-chief regarding the play-ability of the fields during inclement weather. When innings are in progress, the umpire will make the decision to continue or stop play. Field maintenance personnel have the final authority regarding the play-ability of the fields

- Players and coaches must stay off the infields when field maintenance personnel are performing infield maintenance. Failure to vacate the infield will result in a delay of the game. The tournament/site director is responsible for assisting field maintenance personnel if a problem arises with a team during the tournament.
- Field maintenance standards include, but are not limited to dragging the infield, raking around the bases, watering the infield and chalking lines and boxes.
- A preliminary tournament schedule must be submitted **seven (7)** business days before the tournament, or earlier if possible. A **final schedule** must be submitted **four (4)** business days before the tournament, or earlier if possible.
- Please provide this schedule in writing in a spreadsheet matrix (sample provided). If not received within 7 and 4 business days of the tournament, a **\$50 late fee will be applied.**
- When possible, please stagger game times to allow for more complete maintenance of the fields. Otherwise, the field crew will be limited in what can be done before each game.
- Please email your schedule to brandon.lange@ci.kennewick.wa.us. Please contact Brandon Lange at 585-4279 to discuss details if needed.
- Games shall not start before 8 am, and all games shall be completed by 10 pm (weeknights) and 11 pm (weekends).
- The Tournament Director (or designated individual) is required to attend a pre-tournament walk through for their first tournament of the calendar year. All subsequent tournaments will require a conference call and the Tournament Director must sign the pre-tournament walk through form via email. The Tournament Director is responsible for scheduling a time one-week prior (or as agreed upon with City staff) to the rental date to visit the Athletic Complex to review the specifics of each complex. This is a scheduled mandatory walk through and not a drop-in situation. Please allow at least 30 minutes for the walk-through at each complex and 30 minutes for each conference call. Call Brandon Lange at 585-4279 to schedule.

**The site director must be on the premises at all times during the tournament.
If multiple complexes are being used, a designated site director
must be at each complex.**

The Site Director is required to meet with City maintenance crews each morning of the tournament prior to the start of the first games. This 5-10 minute meeting takes place at the fields to discuss any changes that were made after the walk-through, confirm City staff knows the person that will be onsite at all times, and ensure the Site Director meets the City staff caring for the fields that day.

2.11 Clean-up

- The complex must be free of litter each day prior to leaving the facility.
- All buildings must be cleaned prior to leaving the facility on the last day of the tournament. (No individuals other than tournament representatives will be allowed in these buildings).

- Floor swept, garbage cans emptied, refrigerator emptied and cleaned and all items brought in by tournament removed. If any additional cleanup work is required by the City of Kennewick staff, the cost shall be deducted from the damage deposit fee.

2.12 Vehicles in Park/Complex

Vehicles will be allowed in the complex only for the purpose of loading/unloading equipment. Then they must be removed and parked in the parking lot during the tournament. All vehicles must abide by the City of Kennewick's policy on Park Vehicle Access procedure 1.01.03 of the Kennewick Administrative Code (KAC) 9-44-020. Vehicles driven in the complex must have auto liability insurance (Park Vehicle Access Policy available upon request).

2.13 Concessions

- Concession stands are open for service during scheduled tournament games (Southridge Complex has a full concession stand and Civic and Lawrence Scott have a vendors market). The Tournament Director must inform the City of Kennewick, within 7 working days of the tournament, with estimated start and end times of games.
- Requests to conduct commercial profit venture and/or promotional activities or fundraisers are subject to City of Kennewick approval and must be submitted at least ninety (90) days prior to the event.
- The sale of anything by the user or participants requires prior approval of the City of Kennewick. The tournament director is responsible for obtaining all permits for the sale and distribution of items such as, but not limited to, a City of Kennewick business license, Health Department approval, etc. Proof of permits will be required two (2) weeks prior to event.

2.14 Alcohol

The consumption of alcoholic beverages is not permitted in City Parks or any other athletic complexes including buildings; unless the Event Coordinator or Tournament Director of either a public or private activity is granted written approval from the City of Kennewick (Permit to Consume Alcohol in City Parks form and Hold Harmless form), a temporary license through the Washington State Liquor and Cannabis Board (WSLCB) is granted, and liquor liability insurance is procured. Those wishing to provide a beer garden at their event are encouraged to contact Brandon to work through the details which could include the following special conditions in which the sponsor must adhere to in order to allow alcohol use:

- a. Arrangements must be made for professional security to be present during the activity. The City of Kennewick will assist in determining the number of security personnel for each event.
- b. All areas where alcohol is being consumed must be enclosed by walls or double fencing spaced a minimum of 5 feet apart.
- c. No minors are allowed within the alcohol designated use area.
- d. All attendees consuming alcohol must remain in designated secured areas.
- e. Supplemental Commercial General Liability Insurance as follows:
 - Insurance as required under 2.9 (\$1 million per occurrence, \$2 million general aggregate Commercial General Liability insurance from the event organizer) plus \$1 million host liquor liability coverage from the event organizer \$1 million Liquor Liability insurance from the server of alcohol at the event, naming the City of Kennewick as an additional insured.
 - \$1 million per occurrence/\$ 2 million general aggregate Commercial General Liability insurance, endorsing the City of Kennewick as an additional insured (ISO form CG 20 26) from the crowd control company/organizer. Crowd control company/organizer must be licensed and bonded.

Non-compliance of any of the above conditions or associated conditions required by the City of Kennewick and the WSLCB will be cause for immediate permit revocation and closure of the activity.

2.15 Smoking or Tobacco use

Smoking, vaping and tobacco use is prohibited in all City of Kennewick facilities (restrooms/upstairs meeting room) and must be 20 ft. from any playground structure.

2.16 Banners

All banners, flyers, announcements, advertisers and/or ads to be posted in the facility or used and/or promoted with your event requires approval of the City of Kennewick and must abide by the following KMC codes; Ch 13.12, Ch 13.20, Ch 15.24 and Ch 18.65. ***Please note that the Southridge Sports and Events Complex may have exclusive contracts in certain business classes that you are required to abide by at all times.***

2.17 Music/Public Address System/Noise Ordinance

When music or a public address system is necessary for a tournament, City of Kennewick approval is necessary. The Tournament Director must review and comply with the Kennewick Municipal Code (KMC) Chapters 6.27, 6.47, 9.52

2.18 Emergency Situations

In the event an emergency occurs during the tournament please contact emergency services at 911.

2.19 Non-Emergency Situations

A City of Kennewick staff person will be stationed at your complex at all times. You will be provided a list on contact numbers before your tournament begins so you are able to reach them at all times.

2.20 Camping

Camping in City Parks is prohibited. For special permission for a security trailer or an exemption to this condition, requests must be submitted in writing to the City of Kennewick at the time of application

2.21 Pets

Pet leash laws are enforced, and pet waste is to be removed from grounds by owner, per Park Rules KAC 9-44.

City of Kennewick Athletic Complex Amenities

Southridge Sports and Events Complex: (2901 Southridge Blvd, near Southridge High School)



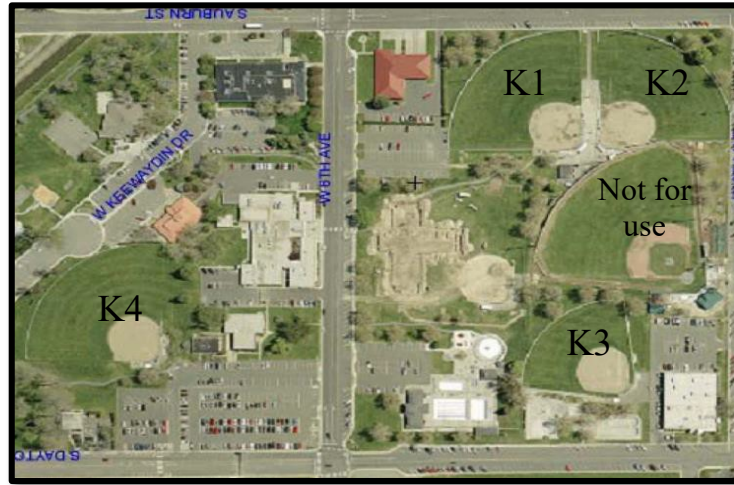
Fields	<p>Six multi-use fields (four in a wagon-wheel format) Four softball/baseball fields (lighted) Full size soccer overlay in the outfield on fields 2 and 4 (lighted) Smaller soccer overlay in the outfields on fields 1 and 3 (lighted) Two full-size multi-sport athletic fields (soccer/football/lacrosse)</p>
	<p>Electronic scoreboards (remote controlled) – Four fields Fenced pitching warm-up areas for both teams on all four playing fields <i>*Teams may use area once the previous game has been fully completed</i> Concrete stadium seating area on four playing fields</p>
	<p>Bases set at: 60', 65', 70', 80' (Fields 2 and 4 at 90') Double 1st bases, single 1st base for baseball</p>
	<p>Pitching Rubbers set at: 40', 43', 46', 50' and 53' (other distances can be negotiated) Baseball will use the City's portable pitching mounds</p>
	<p>Outfields: Fields 1 and 3 at 325' Fields 2 and 4 at 400'</p>
Buildings	<p>Hub building inside the complex: Restrooms, tournament director/umpires room, concession stand Plaza building:</p> <ul style="list-style-type: none"> • Restrooms, tournament director/meeting room • 30,000 sq. ft. Pavilion (21,000 sq. ft. playing surface)– multi-use: Three basketball/volleyball courts • 2nd floor meeting room for up to 75 people (depending on set up) • Restrooms with changing areas • Concessions
Surroundings	<p>Picnic areas including a large gazebo, covered playground and aquatic playground. Complex is located near shopping, restaurants and lodging.</p>
Prices (Specific to Southridge)	<p>Pavilion playing surface rental - \$145 for 2 hours (all three courts) Pavilion meeting room - \$35 per hour Plaza Area South - \$40 per hour (minimum 2 hour rental) negotiated</p>

Lawrence Scott Complex: (6020 W. Quinault/Canal Drive and Kellogg)



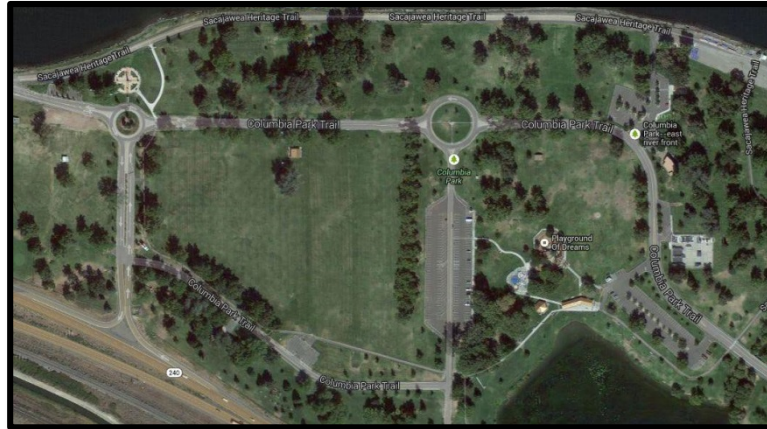
Fields	4 Fields – all with shaded dugouts
	Bases set at: 60', 65', 70' on all fields (Fields 2,3,4 can go to 80') Double 1 st bases, singles for baseball
	Pitching Rubbers set at: 40', 43', 46', 50' and 53' (other distances can be negotiated) Baseball will use the City's portable pitching mounds
	Outfields: 300' all fields
Buildings	Fields are wagon wheeled around a central concession stand and restroom facility. Upstairs official/meeting room (can be used for tournament headquarters).
Surroundings	The complex is located in Lawrence Scott Park which is a 26 acre Park site with the following park amenities: Centrally located with all three cities. Playground equipment located outside of complex. 4 tennis courts, 2 pickle ball courts, basketball court, in-line hockey court Three gazebos ¾ mile walking path Complex is located near shopping malls and restaurants.

Civic Center Complex (K-fields): (209 W. 6th Ave. / 6th and Auburn)



Fields	4 fields K-1, K-2, K-3 and K-4 – split locations, some fields have restriction of usage (KSD Field is not for use. Would have to be negotiated with the Kennewick School Dist.)
	Electronic scoreboards on fields 1 and 2
	Bases set at: 55', 60', 65' and 70' (1,2,4) Double 1 st bases, single for baseball
	Pitching Rubbers set at: 40' , 43' and 50' (other distances can be negotiated) Baseball will use the City's portable pitching mounds
	Outfields: 275' K-1, K-2 and K-4 220' K-3
Buildings	Restrooms available in complex area Concession facility located at Ken Serier Pool Concessions on K-1 and K-2 can be negotiated
Surroundings	City pool and playground equipment 9 acre Keewaydin Park: Gazebo, 2 Basketball Courts and City Library The Kennewick Senior Center and the Kennewick Activity Center are located nearby and are available to rent for dinners, meetings and activities

20-acres at Columbia Park



Fields	The 20 Acre Multi-use field is located at the east end of Columbia Park by the Playground of Dreams and the Family Fishing Pond. The sports field can host soccer, lacrosse, field hockey and many other sports.
Buildings	Restrooms available in the area (with power)
Surroundings	There is ample parking available at the location for 500 plus vehicles. Picnic areas, playground, aquatic playground Vendor Market Area Complex is located near shopping, restaurants and lodging.

Eastgate Park



Fields	Three Football field/multi-purpose Two backstops – grassed infields
Buildings	Restrooms available in complex area
Surroundings	Picnic area, playground, gazebo



General Park Rules (KAC 9-44)

- ✓ Closed ½ hour after dusk to 6:00 a.m., except by written permission or as scheduled (lighted facilities).
- ✓ Pet leash law enforced, pet waste to be removed from grounds.
- ✓ Destroying, damaging, defacing or misusing public property is prohibited.
- ✓ Areas being serviced are closed.
- ✓ No littering, deposit all waste in trash receptacles.
- ✓ Alcohol is not allowed.
- ✓ Playing golf is not permitted.
- ✓ Trespass notification citations shall be issued to persons suspected of committing a crime or infraction while in a city park.
- ✓ Play equipment for children 12 years old and under only.
- ✓ No smoking/vaping within 20 feet from playground equipment and children's play areas.
- ✓ No skateboarding, skating or bike riding on park equipment.
- ✓ No vehicles on grass, pathways, bike trails or in limited access areas

City of Kennewick Tournament/Field Usage Application Checklist

Please ensure you have completed and enclosed the following items. Incomplete applications will not be accepted and will be returned to the Tournament/Game Director. Applications must be submitted to the Special Events Office at least 60 days prior to the tournament date.

Tournament Name _____

Tournament/Game Director _____ Telephone # _____ Cell # _____

(Please Initial)

1. I have read the Tournament/Field Usage Guide and understand the requirements. _____
2. The Application form is completed fully, signed and dated. _____
3. The Hold Harmless Agreement is signed and dated. _____
4. Proof of insurance and additional insured endorsement due 21 days prior to tournament. _____
5. The \$40 application fee per application is enclosed.
(Payment is accepted by cash, check or credit card) _____
6. The \$250 damage deposit fee per complex site is enclosed.
(Payment is accepted by cash, check or credit card) _____
7. The \$230 administrative fee per application is enclosed.
(Payment is accepted by cash, check or credit card) _____
8. Application checklist (this sheet) is signed and dated by the Tournament/Game Director. _____
9. I have read and understand that I am required to have a site director at each complex and they must be present at all times. _____
10. I have read and understand the policy on sports complex cancellations (section 2.9.2). _____

Tournament/Game Director Signature _____ Date _____

Please forward the above items to the Special Events Team

By Mail (credit card, and check payments only)
The Special Events Team – Attn: Brandon Lange
City of Kennewick
2901 Southridge Blvd. #A
Kennewick, WA 99338

By E-mail brandon.lange@ci.kennewick.wa.us

In Person (cash, check, credit card payments)
The Special Events Team– located at the 2901 Southridge Blvd. #A, Kennewick, WA 99338



PARKS AND RECREATION DEPARTMENT
2901 Southridge Blvd. #A, KENNEWICK, WA 99338

Tournament/Field Usage Application

Tournament/Field Site: Civic Lawrence Scott Southridge Other

Sanctioning Organization: _____ Format: DE MDE RR Other

Name of Tournament: _____ Date(s) of Tournament: _____

Entry Fee: _____ Age Divisions: _____ Estimated # of teams participating: _____

Type of Tournament: Invitational State Regional National Qualifier Other _____

Each Tournament Application must be accompanied by the \$40 (per application) non- refundable application fee, \$230 administrative fee and the \$250.00 damage deposit (per complex site). The \$250 deposit will be forfeited if cancellation is not made within 14 days of the tournament date.

CLASSIFICATION: Men Women Co-Ed Youth

Slowpitch Fastpitch Baseball Other Sport/Event _____

Tournament/Game Director:

Address: _____ City: _____

Home #: _____ Cell #: _____ E-mail Address: _____

Alternate Contact:

Home #: _____ Cell #: _____ E-mail Address: _____

Below, for office use only

Approved Disapproved Date:

Comments:



City of Kennewick Hold Harmless Agreement

Name of Organization _____

Name of Tournament/Game Director _____

at _____ (locations),

on _____ (dates).

(Organization and Responsible Party) _____ agree to protect, defend, indemnify, and hold the City of Kennewick, its officials, officers, employees and volunteers free and harmless from and against any and all losses claims, liens, demands and causes of action of every kind and character including, but not limited to, the amount of judgment, penalties, interest, court costs and legal fees incurred by the City of Kennewick arising in favor of any party, including claims, liens, debts, personal injuries, death (including employees of the City of Kennewick), or damages to property (including property of the City of Kennewick) and without limitation by enumeration, all other claims or demands of every character occurring or in anywise incident to, in connection with or arising directly or indirectly out of the said agreement.

I agree to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto; even if the claims, demand or suit is groundless, false or fraudulent. In any case in which such indemnification would violate any applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the City of damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees.

I make application to the City of Kennewick for the use of the facility and/or property described above and have read and understand the terms and conditions and accept responsibility for the General Terms and Conditions stated. I certify the information is correct. I agree to exercise care and safety in use of the facility and property, to hold harmless the City of Kennewick from all liability and medical expenses resulting from the use of the facility/ property, and agree to adhere to the General Park rules of the City of Kennewick.

I further state that I am 18 years of age or older, legally competent, and authorized to sign this agreement on behalf of (Organization). I understand these terms are contractual and not a mere recital and that I have signed this document as my own free act.

Signature of Responsible Party

Date