

# VILLAGE OF BOSTON HEIGHTS

45 E. Boston Mills Road • Boston Heights, Ohio 44236  
Phone 330.650.4111 Fax 330.655.9578

## Ball Field Rental Agreement

This agreement entered into between the Village of Boston Heights (hereinafter Village), and \_\_\_\_\_ (hereinafter Organization),

The Village agrees that the Organization may use the field at the Matthews-Thomas Park on the following days at the following times:

DAY	TIME
Sunday	_____
Monday	_____
Tuesday	_____
Wednesday	_____
Thursday	_____
Friday	_____
Saturday	_____

The Village agrees that the Organization may use the field at the Matthews-Thomas Park on the following months:

\_\_\_\_\_

The Organization agrees to pay to the Village in advance of each month \$25.00 for one day per week, per month, per three hour time block (e.g. every Monday, 4:00-7:00). Rental for 2 (two) days a week is \$50.00 per month. Rental for 3 (three) days a week is \$75.00 per month.

The Organization shall clean up the field at the end of each use period and place the field in the condition the field was in prior to the use.

The Organization shall not commit waste on the field and shall be responsible to the Village for any and all damage caused to the baseball/soccer field by its members, guests or authorized users.

The Organization shall indemnify and hold the Village harmless from all claims or lawsuits that may arise from the Organization's or its members, guests or authorized users use of the field(s).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Village of Boston Heights:

Organization:

By \_\_\_\_\_

By: \_\_\_\_\_

## GENERAL PARK AND POOL RULES

1. Parents or designated responsible adult are responsible for their children while at the park and pool.  
Please note: Lifeguards are not baby sitters.
2. All members must properly sign in when entering the pool area.
3. Children under 12 years of age must be accompanied by an adult.
4. Adult swim time 11:00 am - 12:00 noon (subject to change).
5. Members are to sign in their guests. Limit 4 guests per membership per day, unless prior arrangements have been made with the pool staff. Guests must be accompanied by a member 12 years of age or older.
6. Proper swimming apparel must be worn. Cut offs or denim swimwear will not be permitted.
7. A 15 minute safety break is taken on the hour, at which time adults (18 and over) will be allowed to swim.
8. An adult must be present with any baby using the baby pool.
9. Water wings and other floatation devices may be used with the permission of the life guard on duty. Adult supervision is required.
10. Masks and fins are to be used properly and worn only in water. Adult supervision is required.
11. No smoking within the fenced area of the pool.
12. No parking on any grass area.
13. Speed in excess of 10 mph, peeling of tires and/or reckless operation will not be permitted.
14. All trash is to be placed in trash containers or dumpsters.
15. Violations of any of the above rules or improper behavior is grounds for ejection from the park and/or pool and suspension of pool privileges. All violations are reported to the Mayor.
16. Alcohol is not permitted on park property.

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## WAIVER, RELEASE OF LIABILITY, AND ASSUMPTION OF THE RISKS

In consideration of the consent given by the MATTHEWS THOMAS PARK and/or the Village of Boston Heights, Ohio, for use of their facilities, swimming pool, and grounds, and as a condition of participating in activities within the parameters of the MATTHEWS THOMAS PARK and/or any of its facilities, swimming pool, and/or grounds, I, the undersigned, execute this Release and state, accept and make the statements contained herein.

I understand and acknowledge that the Village of Boston Heights, Ohio, the MATTHEWS THOMAS PARK and/or any of their facilities, swimming pool, employees, agents, public officials, boards, legislative body, committees, grounds, equipment, and/or property, may expose me, my child(ren), my guests, members of my organization and/or my organization to certain risks of personal injury (including death) and other property damage, and I, on behalf of myself, my child(ren), my guests, members of my organization and my organization, am willing to and do hereby as indicated below by my signature assume all these risks, known and unknown.

I accept full responsibility for any medical expenses and insurance to cover me, my child(ren), my guests, members of my organization and/or my organization for any personal injury (including death) and/or property damage arising out of any condition and/or use of the Village of Boston Heights, Ohio and/or the MATTHEWS THOMAS PARK'S facilities, swimming pool, and/or grounds.

I hereby certify that I, my child(ren), my guests, and members of my organization are capable of participating in the activities of the MATTHEWS THOMAS PARK and/or any of their facilities, swimming pool and grounds and I, my child(ren), my guests, and members of my organization are healthy and have no physical or mental disabilities or infirmities that would restrict full participation in any activities except as listed below.

**I, AS AN INDIVIDUAL AND ON BEHALF OF MY CHILD(REN), MY GUESTS, MEMBERS OF MY ORGANIZATION AND/OR MY ORGANIZATION, HEREBY WAIVE, RELEASE, AGREE TO DEFEND AND FULLY INDEMNIFY AND COVENANT NOT TO SUE THE VILLAGE OF BOSTON HEIGHTS, OHIO, THE MATTHEWS THOMAS PARK AND/OR ANY OF THEIR EMPLOYEES, AGENTS, PUBLIC OFFICIALS, BOARDS, LEGISLATIVE BODY, COMMITTEES, AND/OR OTHER REPRESENTATIVES, FOR ANY AND ALL CLAIMS, RIGHTS, CAUSES OF ACTION, DEMANDS OR OTHERWISE, WHETHER FOR PERSONAL INJURIES, PROPERTY DAMAGE, OR ANY OTHER LOSS, DAMAGE, OR EXPENSE, WITHOUT LIMITATION, MADE ON ACCOUNT OF OR RELATED TO INJURY SUFFERED IN THE NORMAL COURSE AND USE OF THE VILLAGE OF BOSTON HEIGHTS, OHIO AND/OR THE MATTHEWS THOMAS PARK'S FACILITIES, SWIMMING POOL, AND/OR GROUNDS, WHETHER THE RESULT OF NEGLIGENCE OR ANY OTHER CAUSE.**

**I HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF THE RISKS.**

\_\_\_\_\_  
Date  
Name, AS AN INDIVIDUAL AND AS PARENT/GUARDIAN AND REPRESENTATIVE

Please list any physical limitations (allergies, hearing, sight, inability to swim, etc.) and person's name:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_