

## PARK USE PERMIT AND AGREEMENT

This Park Use Permit and Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between **BEEBE DRAW FARMS AUTHORITY** (the "Authority"), an authority and separate legal entity duly created pursuant to Section 29-1-203, Colorado Revised Statutes ("C.R.S.") and \_\_\_\_\_ whose address is \_\_\_\_\_ (the "Permittee") (each a "Party" and together, the "Parties").

### RECITALS

A. WHEREAS, the Authority owns and maintains Lake Christina (the "Park") within its boundaries;

B. WHEREAS, the Permittee desires exclusive use of the Picnic Pavilion at Lake Christina within the Park (the "Limited Area") for the purpose of \_\_\_\_\_ (the "Event");

C. WHEREAS, the Parties wish to set forth certain terms and obligations of the Permittee related to its permitted use of the Park for its Event.

THEREFORE, the Parties agree as follows:

1. Park Access. In consideration of the residential status of the Permittee, the Authority grants exclusive use of the Limited Area to Permittee from \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. on \_\_\_\_\_, 2015 in order to prepare for and hold the Event.

2. Compliance with Authority Rules and Regulations, Ordinances and Statutes. Permittee shall comply with and shall cause all persons in attendance at the Event to comply with all applicable statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Park, including all then applicable rules and regulations of the Authority, as the same may be amended from time to time.

3. Maintenance of Park. Permittee acknowledges that the Limited Area and the Park are in good order and repair and agrees it will at all times during and after its Event ensure that the Limited Area, the Park and its facilities are and remain in the condition as they existed just prior to the Event. At the time of execution of this Agreement, Permittee shall deposit with the Authority a refundable deposit of One Hundred Dollars (\$100.00) ("Deposit"). If any damage to the Limited Area, the Park or its facilities occurs as a result of or related to the Event, the Permittee will inform the Authority of such occurrence. Further, the Permittee hereby assumes all responsibility for and costs associated with repairing and restoring the Limited Area, the Park and/or its facilities to their prior condition, as determined by the Authority in its sole discretion. To the extent Permittee fails to restore the Limited Area, the Park and its facilities to the condition as they existed just prior to the Event, the Authority shall utilize the Deposit towards the costs of such restoration. Notwithstanding the Authority's use of the Deposit, Permittee shall remain responsible for all costs above the Deposit associated with repairing and restoring the Limited Area, the Park and/or its facilities as provided herein. The Authority shall return the

\$100.00 deposit to Permittee within thirty (30) days of the conclusion of the Event in the event the Deposit is not utilized by the Authority for necessary restoration.

4. Indemnification. The Permittee agrees to indemnify, defend and hold harmless the Authority and its directors, employees and agents from any and all liability, loss, damage, injuries, claims, causes of action, costs or any liability of any kind whatsoever arising out of or in connection with any claim, cause of action, or any liability of any kind whatsoever related to the Event or asserted against the Authority by any participant in the Event (collectively, the "Claims"). These indemnities shall include, but not be limited to costs for medical and ambulance services and reasonable attorneys' fees incurred by the Authority in defending against any Claims.

5. Alcohol Use at Event. The Permittee shall not provide intoxicating beverages during the Event to participants, however, if intoxicating beverages are served or supplied by whatever means during the Event, whether by the Permittee or other individual or entity in attendance at the Event, the Permittee specifically acknowledges that the indemnification set forth in Paragraph 4, above, shall apply to any claims arising from or related to such provision or ingestion of intoxicating beverages.

6. Waiver. The Permittee hereby releases, waives, discharges and covenants not to sue the Authority, its directors, employees and agents, for any claim, demand, action (whether in law or equity), cause of action, or damages the Permittee has or which it may have, created by, existing out of, or related to the permitted use of the Park by the Permittee.

7. Construction and Severability. The Permittee expressly agrees that the terms of this Agreement, specifically including the limitations on liability and waivers, are intended to be as broad and inclusive as permitted by Colorado law, and further, if any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

Agreed to as of the date first written above.

Authority:

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

Authority Manager

Permittee:

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

Name: \_\_\_\_\_