

**ORANGE COUNTY DEPARTMENT OF ENVIRONMENT, AGRICULTURE, PARKS AND RECREATION**

PO Box 8181, Hillsborough, NC 27278  
919-245-2660



Department of Environment,  
Agriculture, Parks & Recreation



**Facilities Use Application – Shelter**

<b>Applicant's Name:</b> _____		<b>Organization:</b> _____	
<b>Address:</b> _____		<b>City/State/Zip:</b> _____	<b>County:</b> _____
<b>Home #:</b> _____	<b>Work #:</b> _____	<b>Cell #:</b> _____	<b>Email:</b> _____
<b>Rental times must include any set-up and clean-up time needed for your event</b>			
<b>Requested Date(s):</b> _____		<b>Start time:</b> _____	<b>End time:</b> _____
<b>Purpose:</b> _____		<b># of Adults:</b> _____	<b># of Children:</b> _____
<b>Please specify all types of activities and entertainment that will take place</b> _____			
<b>Do you propose to sell food, drinks or goods during this event?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No. <b>If yes, please describe:</b> _____			

<p><b>Efland-Cheeks Park, Cedar Grove Park, Fairview Park</b>                  Resident \$30-4 Hours, \$45-Over 4 Hours / Non-Resident \$35-4 Hours, \$50-Over 4 Hours  <b>Farmer's Market Pavilion</b> - Resident \$20-4 Hours, \$35-Over 4 Hours / Non-Resident \$35-4 Hours, \$50-Over 4 Hours  <b>Blackwood Farm Park Small Shelter</b> - Resident \$30-4 Hours, \$45-Over 4 Hours / Non-Resident \$35-4 Hours, \$50-Over 4 Hours  <b>Blackwood Farm Park Large Shelter</b> - Resident \$75-4 Hours, \$100-Over 4 Hours / Non-Resident \$80-4 Hours, \$110-Over 4 Hours</p>
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Shelter	Seating
_____ Efland-Cheeks Large Shelter Monday-Sunday 9am to 9pm	64 (8 picnic tables)
_____ Efland-Cheeks Small Shelter Monday-Sunday 9am to 9pm	32 (4 picnic tables)
_____ Cedar Grove Park Shelter Monday-Sunday 9am to 9pm	88 (11 picnic tables)
_____ Fairview Park Shelter Monday-Sunday 9am to 9pm	96 (12 picnic tables)

Shelter	Seating
_____ Farmer's Market Pavilion Monday-Sunday 9am to 9pm	64 (8 picnic tables)
_____ Blackwood Farm Park Large Shelter _____ Blackwood Farm Park Small Shelter Monday – Sunday November 1 – February 28 - 8am to 5pm March 1 – March 31 – 8am to 6pm April 1 – April 30 – 8am to 7pm May 1 – August 31 – 8am to 8pm September 1 – September 30 – 8am to 7pm October 1 – October 31 – 8am to 6pm	70 (10 picnic tables 2 wheelchair accessible tables) 16 (2 picnic tables)

This application serves as a request for reservation and is exclusively for the use of the above named shelter; if another area of the park is desired the appropriate application must be submitted. The reservation is not approved or confirmed until the applicant receives an Orange County Facility Sales Receipt and Permit. The Facility Sales Receipt and Permit will be mailed within three business days from receipt of fees, signed application, Hold Harmless Agreement and applicable licenses. Only the applicant may make changes, cancellations, or additions to the application.

**RESERVATIONS AND PAYMENTS**

The signed application, Hold Harmless Agreement and all other documents and licenses required must be submitted along with payment at least seven days prior to the requested date and no earlier than ninety days prior to the requested date. Check should be made payable to "OCPR". Application and payment may be submitted in person to Orange County Department of Environment, Agriculture, Parks & Recreation administrative office, 1020 US HWY 70 W Suite 140, Hillsborough, NC 27278 or by mail to Orange County Parks and Recreation, PO Box 8181, Hillsborough, NC 27278.

**REFUND POLICY** - If requested prior to seven days before the reservation date, a full refund less a \$5 administrative fee will be given. No refund will be given if requested less than seven days before the reservation date. No administrative fee is charged if a household credit is accepted. Credit Card fees are non-refundable.

**ORANGE COUNTY DEPARTMENT OF ENVIRONMENT, AGRICULTURE,  
PARKS AND RECREATION  
SHELTER FACILITY USE TERMS AND CONDITIONS**

The permittee is responsible for ensuring picnic tables and benches are left in the same configuration as found.

The permittee is responsible for picking up and disposing trash and recyclables during and at the conclusion of the event.

Please leave all park grounds and facilities as found. Permittee may not tack or nail signs, posters, etc. to any facility, tree or shrub in the park.

Permittee may not authorize vehicles to be driven off roads, drives and lots on County property without express written permission.

Permittee will be held liable and billed accordingly for restoration costs if damage or losses occur to County property, or excessive cleaning is required as a result of permittee's use.

The permittee is not allowed to charge admission or collect fees for entry into the event.

Possession, use or sale of alcoholic beverages is prohibited without express written permission from the County Manager requested on the application and stated on the permit.

Movies, in any format may not be shown on Orange County property without providing the Orange County Department of Environment, Agriculture, Parks and Recreation (DEAPR), during the application process, with proof of licensure naming Orange County and the specific park as an approved venue by Swank Motion Pictures, Inc., or other licensing agent.

All planned activities and equipment involved, must be stated on the application. The following are examples of activities expressly prohibited in County Parks: carnival rides, inflatable amusements, yard sales, fundraisers, pig cookers, non-park grills, dunk tanks, remotely controlled airplanes or devices, hot air balloons and water activities.

Selling food is not permissible unless the permittee has been issued a food vending permit through the Health Department or is exempt. A vending permit through DEAPR must have been issued and be in hand during the event.

Selling merchandise of any kind or tickets for activities is not permissible unless the permittee has obtained a vending permit through DEAPR.

A key to the shelter restroom except for Blackwood Farm Park and Cedar Grove Park is available for your use. Restroom keys can be picked up between 8:30 a.m. to 11:45 a.m. and 1:15 p.m. to 4:30 p.m. at the Orange County Department of Environment, Agriculture, Parks, and Recreation administrative office the last weekday prior to your reservation. A \$20.00 deposit is required. Restroom keys must be returned to the Department of Environment, Agriculture, Parks and Recreation by the first weekday following your reservation.

Permittee agrees and warrants that it shall comply with and abide by all rules that regulate the specific activity in which it shall engage on County property.

Failure to comply with the conditions listed above may result in denial/cancellation of future applications/permits.

For non-emergencies contact the Department of Environment, Agriculture, Parks and Recreation Office Monday through Friday 8:00 a.m. to 5:00 p.m. at 919-245-2660, after business hours dial 919-360-2939 or 919-614-0351. For emergencies dial 911.

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Signature of Applicant

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Date



## RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

In consideration for being permitted to utilize the facilities, services, and programs of the Orange County Government (hereinafter referred to as "Orange County") and any participation in any program affiliated with Orange County, without respect to location, I, for myself and any personal representatives, heirs, dependents and next of kin, hereby acknowledge and agree to the following while at or on Orange County premises, regardless of location:

1. I have inspected, or immediately upon entering or participating will inspect and carefully consider, Orange County premises, facilities and any program and entering and remaining or participating constitutes an acknowledgement that I find and accept the facility and any program as being safe and reasonably suited for the purpose of observation, use, or participation.
2. I hereby release, save, and hold harmless Orange County, its directors, officers, employees, and agents (hereinafter referred to as "Releasees") and each of them from any loss, liability, damage, or cost that I may incur due to my or my dependent's presence, upon, or about the Orange County premises or in any way observing or using any facilities or equipment of Orange County or participating in any program affiliated with Orange County.
3. I acknowledge that participation in Orange County activities or facilities involves known and unanticipated risks which could result in injury, paralysis or permanent disability, death, and property damage. I hereby assume full responsibility for the risk of any injury, paralysis, disability, death, or property damage or loss while in, about, or upon the premises of Orange County or location of a program affiliated with Orange County and release, waive, and covenant not to sue the Releasees. I understand and accept all such risks as may be present or become present at any Orange County facility or any program in which I or my dependent's may participate.
4. I hereby agree that my or my dependent's participation in these activities or facilities is voluntary, and we elect to participate despite the risks. If at any time I believe that event conditions are unsafe or that I or my dependent are unable to participate due to physical or mental conditions, I will immediately discontinue participation for myself or my dependent. I represent that in being at any Orange County facility or participating in any Orange County program neither I nor my dependent have any medical or physical conditions which could interfere with our safety or the safety of any third party.
5. I represent that I have adequate insurance to cover any injury or damage I or my dependent may suffer or cause while participating in this activity or else I agree to bear the costs of such injury or damage myself and I agree to defend and indemnify the Releasees from and against any and all liability, damage, loss, or expense (including reasonable attorneys' fees and all litigation costs) arising from or in connection with my or my dependent's presence at or use of any Orange County facility or my or my dependent's participation in any program together with any third party claims, suits, actions, demands, or judgments under any theory of liability (including without limitation actions in the form of tort, warranty, or strict liability) resulting from or arising out of my or my dependent's presence at or use of any Orange County facility or my or my dependent's participation in any program.
6. I hereby agree that Orange County may photograph or capture video or audio or both of me or my dependent while participating in an Orange County activity or program or while at or on Orange County premises or on any other affiliated Orange County property and Orange County may use those photographs video, or audio for its marketing purposes and any governmental purpose and further agree to release both Orange County and Releasees from any claim, damage, cost, or liability related to that use; waiving all claims for myself, my child and any and all heirs, dependents and next of kin. I agree to defend and indemnify the Releasees from and against any and all liability, damage, loss, or expense (including reasonable attorneys' fees and all litigation costs) arising from or in connection with such use of photographs, video, or audio together with any third party claims, suits, actions, demands, or judgments under any theory of liability (including without limitation actions in the form of tort, warranty, or strict liability) resulting from or arising out of such use of photographs, video, or audio.
7. I understand that the Releasees do not have medical personnel available at the location of the Orange County facilities and programs. I hereby grant the Releasees permission to administer first aid or to authorize emergency medical treatment or transport, if reasonably necessary, and fully consent to such first aid, reasonable emergency medical treatment, or transport for myself and my dependent. I understand and agree that any such action by the Releasees shall be subject to the terms of this Release, Indemnification, and Hold Harmless Agreement ("Agreement"), including any liability arising from the negligence of the Releasees when administering first aid or authorizing others to do so and any related transportation. I understand and agree that the Releasees do not assume responsibility for any injury or damage which might arise out of or in connection with such authorized first aid, emergency medical treatment, or transportation.
8. I give permission for myself and my dependent to be transported by Orange County as needed for field trips, inclement weather, or late pick-ups.



**RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT**

9. I expressly agree that this AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of North Carolina and that if any portion hereof is held invalid the remaining portions shall remain in full legal force and effect.
10. I have read and reviewed [Orange County's Facility Use Policy \(the "Policy"\)](#), and understand my and my dependent's expectations for use of Orange County facilities or premises and all restrictions and authorizations contained in or referenced by the Policy.
11. I understand and acknowledge that any dispute arising out of the terms of this Agreement must be brought in the North Carolina General Court of Justice sitting in Orange County, North Carolina.
12. I HAVE READ AND VOLUNTARILY SIGN AND AGREE TO THIS AGREEMENT, and further agree that no oral representations, statements, or inducement apart from the foregoing written Agreement have been made.

**Participant/Guardian Signature (Adult)** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Dependent's Name(s)** \_\_\_\_\_

**Date** \_\_\_\_\_