



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

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



**Athletic Facilities Use Application
Outdoor Courts**

Applicant's Name:		Purpose/Sport:	
Organization:		County:	
Address:		City/State:	Zip:
Daytime #:	Alternate #:		Email:

Hourly Rental Fees	Orange County Resident	Non-County Resident	Athletic Lighting
	\$10.00 per hour	\$15.00 per hour	\$5.00 per hour

HOURS AVAILABLE – Monday-Sunday, 8AM TO 10PM
 Orange County Recreation programs and activities take priority. Refunds will be issued if Orange County Recreation management staff cancels a reservation due to unsafe conditions, scheduled maintenance, or any other extenuating circumstance.

Facility	Use	Date	Start Time <small>(H:MM tt format ex. 11:00 am)</small>	End Time <small>(H:MM tt format ex. 3:00 pm)</small>

- Rental times must include warm-up or set-up time as facility will open **15 minutes** prior to requested start time.
- Please use additional sheets if necessary.

This application serves as a request for reservation and is exclusively for the use of the above named athletic facility; if another area of the park/center 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 fee, signed application and Hold Harmless Agreement.

RESERVATIONS AND PAYMENTS

Signed application and Hold Harmless Agreement 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 and Recreation Administrative Office located inside the Bonnie B Davis Agriculture Building at 1020 U.S. 70, 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 of the reservation date, a full refund less a \$5 administrative fee will be given. If requested between two and six days of the reservation date, a 50% refund less \$5 will be given. No refund will be given if requested less than two days before the reservation date. No administrative fee is charged if a household credit is accepted.

Signature of Applicant

Date



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Athletic Facilities Use Terms and Conditions

Orange County Department of Environment, Agriculture, Parks and Recreation reserves the right to cancel Permittee's reservation due to increased enrollment for recreation operated youth and adult programming, or due to rescheduling of recreation programs previously cancelled due to inclement weather. In each case Parks and Recreation will notify the Permittee with as much advance notice as possible. If Orange County, Department of Environment, Agriculture, Parks and Recreation cancels your event you may reschedule the event or request a full refund.

No person(s) besides the permittee is authorized to make changes, cancellations or additions to a reservation.

The permittee is liable for any damages incurred, or if excessive cleaning is required by staff.

The permittee must have a permit on hand during their reservation.

The permittee is not allowed to charge admission, collect fees, or possess any alcoholic beverages.

Selling food is not permissible unless the permittee has and been issued a food vending permit through the Health Department and obtained a vending permit through the Orange County Department of Environment, Agriculture, Parks and Recreation.

Selling merchandise of any kind is not permissible unless the permittee has obtained a vending permit through the Orange County Department of Environment, Agriculture, Parks and Recreation.

For non-emergencies contact the Orange County Department of Environment, Agriculture, Parks and Recreation Administrative Office Monday through Friday 8:00 a.m. to 5:00 p.m. at 919-245-2660, after business hours dial 919-805-5181.

For emergencies dial 911.

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

Signature of Applicant

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 _____