



City of Victorville Community Services Department
 RECREATION SERVICES DIVISION
 14973 Joshua Street, Victorville, CA 92394
 Phone: 760/245-5551 Fax: 760/951-3804
 E-mail: VictorvilleRec@VictorvilleCa.Gov

OFFICE USE ONLY
Rcvd By: _____
Rcvd Date: _____
Rcvd Time: _____

Permit # _____

GATHERING PERMIT (Not a reservation)

Park to be used: _____ Event Date: _____

Hours of Use: From _____ am/pm To _____ am/pm

Name of Applicant _____ Phone: Home _____ Other _____

Address _____ City _____ Zip _____

Organization Name: _____ Email address _____

Purpose _____ Number of People Attending _____

Description of Event _____

Bounce House, Jumper or Inflatable Apparatus being used? Yes No If Yes, MUST select from list provided by office

You may pick up a copy of this permit after it is approved or request it emailed to you. (Select ONE) Pick up _____ E-Mail _____

Pursuant to Chapter 14.04 of the Municipal Code, it is unlawful to 1) consume alcoholic beverages in any City park, 2) light or maintain any fire, or cook, prepare or serve any food; except at a barbecue or other place provided for that purpose, 3) disturb the peace and quiet by any loud or unusual noise, or use of any electrical, amplified, or DJ equipment, unless used for a City-sponsored event, and 4) hold or conduct any picnic, celebration, gathering, or meeting of any group over 25 persons without a permit. Use of a bounce house, jumper, or large inflatable apparatus is subject to the approval of the Recreation Services Manager and the vendor must have on file, in the Recreation Office, a Certificate of Insurance for \$1,000,000 General Liability, naming the City of Victorville as additional insured, along with

All Gathering Permits must be submitted at least 2 weeks in advance of event date.

NOTE: THIS IS NOT A RESERVATION

This Gathering Permit must be approved by the Recreation Services Manager.

I have carefully read the rules and regulations for use of facility described above, and agree to abide by them. Further, I have carefully read the Release of Liability and Indemnity Agreement on the back of this form and fully understand its contents. I am aware that this is a release of liability and a contract between myself and CSD and/or City and sign it

 Applicant's Signature Date Recreation Division Approval Date

You must keep a copy of this permit with you at your gathering.

OFFICE USE ONLY

Copy Facilities Division
 Copy Parks Division
 Copy Recreation Staff
 Copy Other _____

Special notes: _____

RELEASE OF LIABILITY & INDEMNITY– FACILITY USE AGREEMENT

In consideration of the use of the property, facilities, and/or equipment of the City of Victorville’s Community Services Department (“CSD”) or any other branch of the City of Victorville (“City”), the undersigned PERMITEE agrees as follows:

1. **ASSUMPTION OF RISK:** PERMITEE ASSUMES ALL RISKS THAT ARISE OUT OF THE USE OF THE PROPERTY, EQUIPMENT OR FACILITIES, including but not limited to, death, bodily injury or property damage.

2. **RELEASE:** The PERMITEE on behalf of himself/herself and his/her heirs, successors, assigns and anyone claiming through or under any of the foregoing, hereby RELEASES, acquits and forever discharges CSD, City, any successors and assigns,(the “RELEASED PARTIES”) and all past present and future officers, employees, agents, representatives, attorneys, accountants, and insurers of the RELEASED PARTIES, of and from any and all claims, damages, debts, demands, obligations, costs, expenses, accounts, losses, liabilities, liens, actions, proceedings and causes of action of every kind or nature, whether known or unknown, suspected or unsuspected, arising out of the use of the CSD or City property or facility, including those based on death, bodily injury or property damage whether or not caused by the acts, omissions, negligence, or fault of third parties or of the RELEASED PARTIES.

3. **WAIVER:** The PERMITEE waives the protection afforded by statute or law in any jurisdiction including California Code Section 1542 whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know of or suspect at the time of executing the release. This means, in part, that the PERMITEE is releasing unknown future claims.

4. **INDEMNIFICATION:** The PERMITEE agrees to indemnify, defend, and hold harmless the RELEASED ENTITIES from and against all claims, damages, demands, obligations, costs, expenses, accounts, losses, liabilities, causes of action, damage judgments, and/or attorney’s fees which in any way arise from the use of the CSD or City property, facilities or equipment which include, but are not limited to, damages to or destruction of any property of the RELEASED PARTIES, injury or death of the PERMITEE or any other person, any claims arising, or alleged to arise, from the use or condition of the property, facilities or equipment, or any claims arising, or alleged to arise, out of the acts, negligent or otherwise, of the PERMITEE, any third parties, or of the RELEASED PARTIES. PERMITTE’s obligations under the preceding sentence shall apply regardless of whether CSD and/or City or any of its officers, officials, employees, agents or authorized volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or authorized volunteers. PERMITEE’s provision of insurance as required herein shall not act to release or otherwise limit the PERMITEE’s indemnity obligations contained in this section.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND CSD AND/OR CITY AND SIGN IT ON MY OWN FREE WILL.

Date: _____

PERMITEE