

**The City of Orangeburg
Parks and Recreation Department**

367 Green Street NE Orangeburg, SC 29116-1321 Bus: (803) 533-6020 Fax: (803) 533-6027
Business Hours: Monday – Friday 8:00am – 5:00pm

EDISTO MEMORIAL GARDENS WEDDING RENTAL CONTRACT

Date Requested _____ Date Paid _____

Name/Organization _____

Address _____

Phone _____ Purpose of Use _____

Time Requested: from _____ until _____ # of guests _____

Azalea Gardens \$100.00 Centennial Park \$200.00

ALL RENTALS ARE FROM DAWN TO DUSK!!!

Rules of Edisto Memorial Gardens Use

1. Cancellation less than two weeks before rental due date will result in forfeiture of one half of your deposit. If you are paying via check, then there will be a thirty (30) day hold before refunding security deposit. Garden rental fees are non-refundable.
2. The Parks and Recreation Department will determine the site of the wedding in order to reduce outside interference and avoid disturbing normal activities in the Garden area.
NO WEDDINGS WILL TAKE PLACE IN THE ROSE AREA OF THE GARDENS!
3. **NO DECORATIONS** of any type may be attached to the Gazebo, wall or railing in the Centennial Park.
4. The responsible party is required to clean up any equipment or litter that was the result of the wedding immediately following the ceremony.
5. The decoration of vehicles or the surrounding area will not be allowed in the Gardens. The “noisy get away” should be performed at some other location.
6. No Disc Jockey or loud music allowed on premises.
7. No grills allowed in Centennial Park.
8. No alcoholic beverages will be allowed within the Edisto Memorial Gardens.
9. Wedding guest should park in the upper and lower paved parking lots **ONLY** of the Edisto Memorial Gardens.
10. City policy prohibits the cutting or damaging of roses or other flowering plants in the Edisto Memorial Gardens or other ornamental beds throughout the City.

11. For emergencies after normal business hours please call (803) 614-0947.

The undersigned has agreed to rent the facility as listed above. The undersigned agrees to keep the facility in good condition to leave it in the same condition as received. The undersigned also agrees to all the rules and regulations imposed by the City of Orangeburg Parks and Recreation Department in renting the facility and specifically agrees to indemnify and hold harmless the City of Orangeburg, Parks and Recreation Department and its employees for any and all claims, demands, actions, proceedings, judgments, losses, damages, counsel fees, payments, expenses and liabilities whatsoever which the undersigned incurs by reason of the use of the facility. Such indemnity shall also apply and all damages or liability that be attributable to the use or unlawful use of alcohol or other illegal substances during the term of the rental.

This agreement shall be binding upon the undersigned, and this agreement shall be construed in accordance with the laws of the State of South Carolina.

STATEMENT OF RELEASE

With full knowledge of the Recreation Program sponsored by the City of Orangeburg through its Parks and Recreation Department, we, the undersigned by this agreement, release the City from any and all claims for any injuries received while the above-named applicant is engaged in the participation of the above-named activity. We do fully release the City and its Parks and Recreation Department, employees, coaches, and instructors, from all claims arising while in the participation of these activities stated (including traveling to and from these activities).

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate on behalf of City of Orangeburg Parks and Recreation Department athletic program and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the City of Orangeburg, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (“RELEASEES”), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature

Date