

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

367 Green Street NE P.O. Box 1321 Orangeburg, SC 29116-1321 (803) 533-6020

SPRAY PARK DAYCARE RENTAL CONTRACT

Date(s) Requested _____ Date Paid _____

Name/Organization _____

Address _____

Phone _____ Purpose of Use _____

Time Requested: 9:15-10:45am or 11:00am-12:30pm

*** A staff member will be on duty during your rental should you have any problems.**

Fees: \$10.00 per day to have exclusive use of the Spray Park to reserve.

\$2 per person, including all chaperones, is required to be paid at the Gate on the day of your rental.

Spray Park and Pad Rules:

Payment is due when making reservation. Abuse of facility will result in loss of future rental privileges. Renter is responsible for any additional damage fees to above facility.

Rental is on a first-come/paid basis. Cancellation less than two weeks before rental date will result in forfeiture of half of the payment.

If paying by check, it must be paid at least two weeks prior to rental. If paying in cash the rental must be made at least 1 week prior to date of rental.

Persons under the age of 21 must have an adult group sponsor sign contract in person at the Parks and Recreation Department. These sponsors must be present during rental.

Facility must be left in proper order. Remove all trash and put picnic tables back in proper location (please wipe off all tables used). Trash should be placed in plastic bags and thrown in trash receptacles.

No pay-at-gate social functions are allowed.

ABSOLUTELY NO SMOKING OR ALCOHOL IN THE SPRAY PARK. Reports of smoking or use alcohol will result in forfeiture of deposit and loss of future rental privileges.

No person under the influence of alcohol or drugs will be allowed in the Park. No smoking in the Park.

Glassware, or other similar materials with a tendency to shatter on impact, will not be allowed in the Park.

Any decorations should be removed by the end of the rental period.

User must shower before entering the spray pad.

No children will be allowed on the spray pad with out proper supervision.

No running or rough play allowed in the Park or on the spray pad.

No pets inside the Spray Park.

Absolutely NO grills are allowed inside the Spray Park.

Proper swim attire required in the Park; thong bathing suits, transparent colored suits or cutoff pants are not allowed.

Persons wearing diapers must wear a swim diaper. Regular disposable or cloth diapers will not be allowed.

Persons with diarrhea or nausea will not be allowed on the spray pad. Person with skin, eye, ear or respiratory infections will not be allowed on the spray pad. There will be no spitting or nose blowing on the spray pad. Anyone with COVID-19 symptoms will not be allowed inside the Park.

The maximum number of users allowed on the spray pad is 60.

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