

Nash County Parks and Recreation Ennis Park Baseball Field Tournament Agreement

W.B. ENNIS MEMORIAL PARK FACILITY RULES & GUIDELINES

- a) All W.B. Ennis Memorial Park usage must be given authorized permission to host any tournament play on the fields located at the park.
- b) All tournaments at W.B. Ennis Memorial Park will be conducted between the operating hours of the park from 8:00 a.m. to 11:00 p.m. No new game will be started after 10:00 p.m. Factors such as inclement weather, may allow for extended operating hours depending upon individual situations.
- c) Nash County Parks and Recreation staff reserves the right to postpone, delay, or cancel any event at the park due to unsafe playing conditions, inclement weather, lightning, or precautionary measures to preserve playing surfaces and maintain a safe environment for all patrons. No coaches, players or staff will be allowed to remain inside the dugouts or on the fields during a delay. Once the threat of inclement weather has passed, the park staff will allow players, coaches, and fans back onto the fields.
- d) Any abuse or damage to W.B. Ennis Memorial Park that is not normal wear and tear of tournament usage will be the sole responsibility of the tournament organizer and/or the sanctioning organization of the tournament. Documentation of any occurrences will be made and responsible parties will be notified for reimbursement. If the responsible parties do not comply with paying for damages their organization will not be allowed back into W.B. Ennis Memorial Park until the situation is resolved and will forfeit any future secured dates at the park. Further legal action may result depending on the severity of the occurrence.
 - a. ***PITCHER'S ARE ALLOWED TO WEAR RUBBER CLEATS, TURF SHOES, etc. STEEL/METAL CLEATS ARE PROHIBITED!***
- e) Any organization hosting tournaments at W.B. Ennis Memorial Park must have and show proof of its organization insurance coverage. All teams, players and coaches participating in any tournament are to be covered under the organizations insurance policy or have their own coverage. Nash County Parks and Recreation also requires tournament organizers or organizations to sign a **Hold Harmless Agreement** (attached) stating the Nash County is not to be held liable for any injuries occurring while at the park.
- f) Nash County Parks and Recreation is not responsible for any batted or thrown balls or bats inside the confines of the park. Players and patrons need to be aware of their surroundings at all times. Should medical attention be needed please notify the park supervisor immediately on site and medical assistance will be notified.
- g) All tournament organizations and their patrons will be expected to participate at W.B. Ennis Memorial Park in a friendly and sportsmanlike manner. The Parks and Recreation physical and verbal altercation policy will be enforced while in the confines of the facility. Nash County Parks and Recreation staff reserves the right to dismiss any persons not acting in a proper manner. Copies of our policies can be found online at "<http://www.co.nash.nc.us/Departments/ParksandRecreation/Rules.aspx>".
- h) Nash County Parks and Recreation is not responsible for any loss or damage to personal property while patrons are at the Park. Please make sure to lock all cars and do not leave bags or personal items unattended.

Nash County Parks and Recreation

Ennis Park Baseball Field Tournament Agreement

- i) No outside food or beverage will be allowed inside the confines of the Park. Teams will be allowed to bring in two (2) coolers to be placed in the dugout during their game time. Coolers and their contents must remain in the dugout at all times. No glass containers will be allowed inside the park.
- j) **NO Pets** are allowed on park property. Patrons with pets will be asked to leave or to keep pet inside their car.
- k) **NO Alcohol** is allowed on park property. W.B. Ennis Memorial Park is a **Tobacco Free Environment**. Patrons wishing to indulge in tobacco products must do so off park premises.
- l) **No Guns or Weapons** are allowed on park property.
- m) All patrons, players, directors and umpires must park in a designated parking space in the general parking lot areas. No vehicles will be allowed inside the confines of the baseball fields and anyone in violation of this rule will be asked to leave or their vehicle will be towed.
 - a. ***Additional overflow parking is located across the street at Red Oak Middle School.***
- n) Tournament Directors must submit their tournament schedules, numbers of fields needed, field dimensions, and any other requests no later than 3:00 p.m. on the Wednesday before that weekend's event. In the event that a tournament starts on a day other than Friday or Saturday the tournament director must submit their tournament form no later than two days prior to the event's first game.
- o) Nash County Parks and Recreation staff will ***NOT*** operate the admissions table. **Tournament Director can receive 100% of admission revenue.**
- p) No outside vendors of any kind will be allowed to sell, distribute, or provide any sort of services on the grounds of the Park without first receiving approval from Nash County Parks and Recreation Department. Organizations wishing to set-up a booth to sell t-shirts or other non-perishable goods pertaining to your organization may do so in one designated location. **The vendor fee to sell your organization's items will be \$25.00.** Only items pertaining to your organization (t-shirts, hats, balls) will be allowed to be sold at this booth.
- q) All Concession operations are the sole responsibility of Nash County Parks and Recreation and revenues gathered by the sales of any Food and Beverage are the property of the Nash County Parks and Recreation Dept.
- r) Team registration fees will be set, collected, and be the sole responsibility of the sanctioned tournament organizer hosting the event. Nash County Parks and Recreation Department will not be responsible for any direct expenses of operating the tournament. This includes, but is not limited to, the purchase of equipment to operate the tournaments, baseballs, trophies, umpires & fees, hotel accommodations, insurance costs or organizational fees.
- s) *Nash County Parks and Recreation will provide water coolers and water to all dugouts at the beginning of each day for tournaments. Coolers will be filled each day and throughout the day as needed at no charge. **THE PARK WILL NOT PROVIDE CUPS!** They are the responsibility of the tournament organization or the coaches of each team!*
- t) Soft tossing or hitting into fencing is **prohibited** at the park. Tournament organizers need to help ensure this rule in order to preserve the grounds.

Nash County Parks and Recreation Ennis Park Baseball Field Tournament Agreement

- u) Nash County Parks and Recreation reserves the right to deny any signage entering the park grounds. Any tournament organization wishing to display signage of their organization or of their sponsors must first get permission to display signage and must display any signage in designated areas only.
- v) Nash County Parks and Recreation reserves the right to make any changes during the 2013-2014 calendar year if we feel changes are needed in order to better service our facility and its patrons.
- w) In the event of inclement weather, our grounds crew staff will work diligently to get all playing surfaces back in shape for play in a timely manner. We will use up to **15 bags** of drying agent per tournament to help bring the playing fields back up to play. In the event that more than 15 bags of drying agent are needed to repair the fields, the Tournament Organizer will have the option to cancel the tournament or pay the cost of material needed to continue play. (A bill will be sent once the tournament is complete). **The cost of drying agent is \$10 per bag.**
- x) A deposit fee of **\$150.00** is required in order to hold each weekend date for sanctioned tournaments. This deposit is due at least **3 weeks** prior to starting date of tournament. At the conclusion of the tournament, organization will receive the deposit back after it has been determined that no abuse has taken place at the park. **In the event that an organization's tournament is cancelled for any reason other than inclement weather, the organization will not receive the deposit back.**

By signing below, I have read and understand all rules, regulations & guidelines that have been set forth by Nash County Parks and Recreation

Signature Host: _____
Date: _____

Athletic Coordinator/Park Manager: _____
Date: _____

Thomas Gillespie

Nash County Parks and Recreation Ennis Park Baseball Field Tournament Agreement

W.B. ENNIS MEMORIAL PARK HOLD HARMLESS AGREEMENT

THIS RELEASE AND INDEMNITY AGREEMENT made and given on _____, 201_, by _____ (Your Organizations Name "Host Director") to Nash County, North Carolina, its elected officials, agents, and employees (collectively the "County");

WHEREAS, "Host Director" has requested permission to use property for the following purpose:

Hosting a Tournament Event at W.B. Ennis Memorial Park Property.

(whether one or more, the "Activity"); and

WHEREAS, in order to induce the County to permit "Host Director" to use the Property for the Activity specified, the "Host Director" has agreed to release, indemnify, and hold harmless the County to the extent herein below provided.

NOW, THEREFORE, in consideration of being granted the right to use the Property, the "Host Director" hereby agrees to:

- (i) RELEASE, ACQUIT, AND FOREVER DISCHARGE the County from any and all claims, losses, damages, or liability (present or future), on account of injury to persons or property, including injury resulting in death, arising out of or any way connected with the use of the Property for the Activity specified above, or for any other activity or activities at the Property by the undersigned "Host Director" during the term of this Release and Indemnity Agreement; and
- (ii) INDEMNIFY, DEFEND, AND HOLD HARMLESS the County from and against any and all claims, losses, damages, or liability (present or future), and all costs, charges, and fees (including court costs and reasonable attorney's fees) related thereto, arising out of, or in any way connected with the use of the Property by the undersigned "Host Director", or anyone using the Property under the auspices of the undersigned "Host Director", or with the implied or express consent of the undersigned.

It is understood and agreed that the County makes no representation or warranty, express or implied, that the Property is suitable, safe, or appropriate for the Activity and that the undersigned "Host Director" assumes the risk of any loss, damage, or liability resulting from the use of the Property. The undersigned will not use or authorize anyone to use the Property for any activity except the Activity specified above except with the consent of the County or its duly authorized representative.

It is further understood and agreed that if any term or provision of this Release and Indemnity Agreement, or the application thereof to any person, firm, corporation, or circumstance shall, to any extent, be deemed invalid or unenforceable, the remainder of this Release and Indemnity, or the application of such term or provision to persons, firms, corporations, or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Release and Indemnity Agreement shall be valid and enforceable to the fullest extent permitted by law.

The undersigned has carefully read this Release and Indemnity Agreement and executes it voluntarily in his or her duly authorized, official capacity on behalf of the "Host Director".

Date: _____

Name of "Host Director"

Sanctioning Body of Tournament Event