

## **FACILITIES AND PARKS**

These are the parks and facilities that can be reserved for public and private events and activities:

**Ruby Cohen Woodlands** which include walking paths, StoryWalk, gardens, gazebo

**Colchester Town Green** which includes a gazebo, ball field, large open grassy area (electricity in gazebo).

**Colchester RecPlex** which includes a picnic pavilion, concession stand, splash park, ADA accessible playground, gaga pit, pickleball courts, tennis courts, basketball courts, baseball/softball/football fields. Several of the courts and ball fields have lights for evening use.

## **FACILITY RESERVATIONS**

- The facility reservation fee includes utilities where available and specified on the permit. Should the event use more than what is considered “normal use”, the applicant will be billed for the excess use, including lights, electricity, and water.
- All permittees and vendors MUST remove their own garbage from the facility. Garbage receptacles are for the convenience of the community members in attendance.
- Driving and/or parking is not permitted on town property. Exceptions can be requested if this is deemed absolutely necessary.
- Athletic field lighting is a separate fee, please contact the office if needed.
- Reservations for fields and pavilion are available in 4hr blocks: 9am-1pm, 1pm-5pm, 5pm-9pm  
Reservations for Pavilion are available in 1-hour blocks on weeknights.
- Reservations for pickleball, tennis, and basketball courts are limited to a 2 consecutive day permit for special events.

## **RESERVATION FEES**

### **Fee to use Athletic Fields, Pavilion, Pickleball, Tennis, Basketball Courts**

- Resident \$20 for 1 hour (weeknights only); \$80 for 4 hours; \$160 for 8 hours
- Non-Resident \$40 for 1 hour (weeknights only); \$160 for 4 hours; \$320 for 8 hours

### **Fee to use the Town Green/Gazebo**

- Resident \$80 per day
- Non-Resident \$160 per day

### **Fee to hang banner on the Town Green**

- Resident \$25 per week
- Reservations will be accepted for a maximum of two consecutive weeks. Banners must be provided by the applicant 1 week prior to the reservation and picked up within 1 week after the reservation. Banners should be no larger than 4' x 15', made for use in all weather conditions, and pertinent to Colchester.

### **Field Sustainability Fund Fees for Colchester Sports Leagues**

- Youth Leagues \$10 per player, per season N/A
- Adult Leagues \$10 per player, per season \$20 per player, per season nonresident
- Field sustainability fees are deposited into a special account. The fees collected can only be used as stated in the policy. The full policy is available here: [www.colchesterct.gov/recreation-department](http://www.colchesterct.gov/recreation-department)

**PERMITTEE EXPECTATIONS**

Individuals and organizations that have been issued a permit to use a Town of Colchester facility or park are responsible for ensuring that all policies, procedures, guidelines, and rules are followed at every event or activity (see the user agreement for details). Permittees have expressed frustration at the difficulty with vendors/organizations/performers following the guidelines. To that end, **we are now requiring that anyone attending an event or activity as a third party operating under the permittees oversight will be required to sign a waiver ensuring that they understand what is expected of them.**

**Please provide the included vendor form to anyone using the park under your permit. The signed agreements must be collected and returned to the Public Works department prior to every event.**

**DOCUMENTATION REQUIREMENTS FOR ALL RESERVATIONS**

<b>Required Documents</b>	<b>Private Facility Use Closed to public AND less than 30</b>	<b>Public/Large Facility Use Open to public AND/OR more than 30</b>
Facility Reservation Application (2 pages)	X	X
Facility Reservation Fees (See page 1)	X	X
Facility Use Agreement (Will be emailed to Permittee after we receive your application)	X	X
Completed Vendor Agreement (3 pages)	X	X
Certificate of Insurance		X

\* The Town of Colchester, to help individuals, groups, and organization obtain liability insurance when using Town of Colchester property, has enrolled in the "Gather Guard" insurance plan. You can access information and purchase event insurance here: <https://gatherguard.com/>  
It is the responsibility of each group or event to obtain their own certificate of insurance when required.

# **FACILITY RESERVATION APPLICATION**

Colchester Parks and Recreation  
127, Norwich Ave., Colchester CT 06415  
(860) 537-7297 ~ [parksandrec@colchesterct.gov](mailto:parksandrec@colchesterct.gov)

## APPLICATION PROCESS:

- Please complete and submit the application along with payment to secure your request.
- The Recreation Department will review your request.
- If the application is approved, you will receive a Facility Use Agreement to sign and return.
- If the application is denied your payment will be refunded.

Please choose one: \_\_\_\_\_ Colchester resident      \_\_\_\_\_ Non-resident

Select type of event: \_\_\_\_\_ Private Event (closed to the public AND less than 30 people)  
\_\_\_\_\_ Public/Large Event (open to the public AND/OR more than 30 people)

Date/Times of requested reservation \_\_\_\_\_

Facility or Park requested for reservation \_\_\_\_\_

Name of Applicant \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone (Day): \_\_\_\_\_ Phone (Evening): \_\_\_\_\_

Email: \_\_\_\_\_

If applicable, name of organization: \_\_\_\_\_

Site Supervisor: \_\_\_\_\_

Best phone # to reach on day of event: \_\_\_\_\_

Today's Date \_\_\_\_\_

## **REQUIRED INFORMATION**

Please provide complete and detailed information about your event- if needed, attach a separate page.

TYPE OF EVENT: \_\_\_\_\_

Date: \_\_\_\_\_ Times: \_\_\_\_\_

Facilities requested: \_\_\_\_\_

- 1) Estimated Attendance: \_\_\_\_\_ Will there be more than 30 people in attendance? \_\_\_\_Yes \_\_\_\_No
- 2) Is this event open to the public or is it private? \_\_\_\_\_Public \_\_\_\_\_Private
- 3) Price of public admission/tickets: \_\_\_\_\_ Vendor Fee charged: \_\_\_\_\_
- 4) Features, Food, and performances (please list): \_\_\_\_\_
- 5) Will you provide portable toilets? \_\_\_\_Yes \_\_\_\_No
- 6) Will temporary structures (such as tents) be erected? \_\_\_\_Yes \_\_\_\_No \*If yes, please provide a detailed site plan, including size and location of each structure and distances between structures. Tents may require an inspection/certification. Please contact the Colchester Building Dept. for more information:  
<https://www.colchesterct.gov/office-building-official>
- 7) Will you need electricity? \_\_\_\_Yes \_\_\_\_No \*If yes, the type of electrical cord being used must be indicated on the site plan. All electrical cords that will be on the ground must be protected with approved matting in the areas of walking. All lights in tents must have approved covers over all exposed bulbs. All wiring must meet the national electrical code for temporary use.
- 8) Will propane be used? \_\_\_\_Yes \_\_\_\_No \*If yes, the tanks must be outside of the tent, properly secured and all tanks must be ASME or DOT approved with up-to-date stamps.
- 9) Will you need water? \_\_\_\_Yes \_\_\_\_No
- 10) Will police coverage be necessary? \_\_\_\_Yes \_\_\_\_No
- 11) Are there parking concerns, street crossing, overall safety, etc.? \_\_\_\_Yes \_\_\_\_No
- 12) \*For some events, police coverage may be required. You will be notified if deemed necessary.
- 13) Have you been required to provide police coverage in the past? \_\_\_\_Yes \_\_\_\_No
- 14) Will food be prepared onsite and/or served? \_\_\_\_Yes \_\_\_\_No \*If yes, please provide details, including the complete menu, how/where it will be prepared/served, and by whom. A Temporary Food Permit (14 days or less), Farmers Market or a Mobile Food Unit Permit will be required by Chatham Health District and are available at [www.chathamhealth.org](http://www.chathamhealth.org)
- 15) Please attach a list of vendors who will be onsite at your event.

**TOWN OF COLCHESTER**  
**NOTICE OF RISK, WAIVER, AND INFORMED CONSENT**

For and in consideration of the TOWN OF COLCHESTER, CONNECTICUT (the "Town") allowing the undersigned ("Participant") to use and access the \_\_\_\_\_ (the "Facility") located at/on for participation in \_\_\_\_\_ (collectively, the "Activities"), the undersigned, for myself, spouse, child(ren), heirs and next of kin, hereby acknowledge and attest that I have reviewed this Notice of Risk, Waiver, and Informed Consent (the "Notice"), and agree to its terms as follows:

**INFORMATION ABOUT THE FACILITY AND THE ACTIVITIES**

The Activities will consist of the use of the Facility for participation in \_\_\_\_\_ that is being run by \_\_\_\_\_.

There are numerous risks and dangers associated with the Activities and the Facility, included those described under "Assumption of Risk" below.

**ACKNOWLEDGMENTS, WAIVER, AND INFORMED CONSENT**

By signing below, the undersigned attests to have read this Notice, including the Information About the Facility and the Activities, and acknowledges that the undersigned understands the risks associated with the Facility and the Activities as a result of use of the Facility and participating in the Activities. By signing below, the undersigned further warrants and agrees to the following:

1. I have been given ample opportunity to review this Notice and understand the contents herein. I acknowledge that use of the Facility and participation in the Activities is voluntary and optional. I further acknowledge that \_\_\_\_\_ is sponsoring/running the Activities and that the Town has is not running, sponsoring, hosting, endorsing or supervising the Activities.
2. I agree to abide by all Town policies, procedures and protocols regarding use of the Facility, including, but not limited to, policies that prohibit use of the Facility by any individual who has contagious illnesses, including COVID-19, or symptoms thereof; and any specific rules governing the use of the Facility and participation in the Activities, including any rules posted at the Facility, which may change from time to time.
3. I hereby attest that (i) I am in good health and in proper physical condition to participate in the Activities; and (ii) I have not been advised of any medical conditions that would impair my ability to safely participate in the Activities. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Activities.
4. If the Participant is a minor child, I hereby attest that (i) I am the parent or legal guardian of such minor child and in signing below, (ii) I consent to my child's use of the Facility and participation in the Activities in accordance with the terms stated herein, and (iii) I attest that my child is in good health and in proper physical condition to participate in the Activities, that I have not been advised of any medical conditions that would impair my child to safely participate in the Activities, and that it is my sole responsibility to determine whether my child is fit and healthy enough to participate in the Activities.

5. **Assumption of Risk.** I fully understand that use of the Facility and participation in the Activities involves risks and dangers, which include, without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and death; loss of or damage to personal property or equipment; accidents involving other participants in the Activities or those visiting the Facility; contact or collusion with natural or manmade objects; Facility issues, situations beyond the control of the Released Parties (as defined below), and other undefined, not readily foreseeable and presently unknown risk and dangers, including those related to COVID-19 and/or other contagious illnesses. I acknowledge that the Town does not provide a staffing, supervision, instruction, or assistance for the use of the Facility or participation in the Activities. Despite these dangers, I am voluntarily choosing to use the Facility and participate in the Activities. In consideration for being allowed to use the Facility and participate in the Activities, I fully ASSUME ALL RISKS, inherent and otherwise, whether or not described above, in connection with the use of the Facility and participation in the Activities.

6. **Waiver and Release.** In addition to the above assumption of risk, I expressly release and forever discharge and hold harmless the Town, any of the members of any of its boards, officials, employees, agents, contractors and/or assigns from all liability or claims that I or my heir may have against the Town, members of its boards, officials, employees, agents, contractors and/or assigns (each, a “Released Party” and collectively, the “Released Parties”) with respect to any bodily injury, personal injury, illness, death, property loss or other harm or issue that may result from the use of the Facility and/or the Activities. These agreements of assumption of risks and waiver do NOT apply against a Released Party if (1) the liability, damage, loss or injury is CAUSED SOLELY BY THE NEGLIGENCE of such Released Party and do not include the negligence or any other act or omission by any other person or entity (such as other attendees or other third parties or independent vendors/contractors); or (2) the liability, damage, loss or injury is CAUSED BY THE RECKLESS, WANTON or INTENTIONAL MISCONDUCT of a Released Party. These agreements of assumption of risks and waiver will be construed in accordance with Connecticut law.

7. **Indemnification and Hold Harmless.** I agree to defend and hold harmless the Released Parties from any and all claims, lawsuits, or demands made by anyone arising from or relating to the my use of the Facility or participation in the Activities, except for NEGLIGENCE CAUSED SOLELY BY a Released Party or the RECKLESS, WANTON or INTENTIONAL MISCONDUCT of a Released Party.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO ABIDE BY ALL OF THE INFORMATION INCLUDED IN THIS NOTICE OF RISK, WAIVER, AND INFORMED CONSENT. I FURTHER UNDERSTAND THAT BY SIGNING THIS NOTICE THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS.**

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Printed Name

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Date

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Signature