

USAGE POLICY – Town of Medway Parks and Recreation Fields and Facilities

This policy covers all functions/events which are held at outdoor athletic grounds and public parks (“facilities” or “fields”). The control of such facilities is vested in the Medway Parks and Recreation Commission, and the administration of the rules and regulations governing the facilities is delegated to the Department of Parks and Recreation. It is the policy of the Commission to permit responsible individuals or organizations the use of the town’s outdoor athletic grounds and public parks for restricted public events.

Priorities for use of outdoor athletic grounds and public parks:

Priorities for use of these facilities, including buildings and athletic fields shall be as follows:

1. Medway Parks and Recreation
2. Medway School Activities – as formally agreed to by the Commission
3. Medway Town Related uses – town fairs, concerts and events
4. Medway Youth related non-profit organization (MYBA, MYS, MYL, etc).
5. Medway Non-Profit groups – Lions Club, Scouts, etc.
6. All Other

Conditions of Use:

1. The following items must be submitted to Director of Parks and Recreation – 155 Village Street Street, Medway, MA – or emailed to: Julie Harrington at JHarrington@townofmedway.org — **prior to issuing of permit:**

- a. A completed Field Request form
- b. An up to date Certificate of Insurance
- c. Signed Liability waiver
- d. Review and agreement to this policy
- e. Signed field permit agreement

2. There are certain restriction upon the use of school and public property. The permitted user is solely responsible for compliance with all applicable laws and regulations, including but not limited to the following:

- a. State Department of Public Safety regulations
- b. State and Local Fire Laws
- c. State and Local Law enforcement regulations
- d. Internal Revenue Service regulations
- e. Federal and State Laws and local regulations for Rental of School Facilities

3. There shall be no smoking in the buildings or on the grounds of the Medway Public Schools in accordance with the Medway Public Schools No Smoking Policy.

4. Police details or other security measures may be required for a particular activity. The permitted user is responsible for making these arrangements and for payment of the same.

5. The permitted user must be present throughout the time the facilities are being used. The permitted user is responsible for the decorum of the permitted user’s group, including spectators.

6. When minors are using a facility, they are required to have adult supervision on a basis of 1 adult to 15 minors.

7. Alcoholic beverages are not allowed on any premises unless so authorized by the Medway Board of Selectmen.
8. Food and/or beverages are only permitted on natural grass areas. Eating or drinking on synthetic turf fields is not permitted.
9. Any damages sustained to the facility and/or equipment during its use will be considered the responsibility of the permitted user. The permitted user will be billed for any repairs needed to restore the facility and/or equipment to its original state. Any permitted user who fails to make payment for such damages may be prohibited from additional use of fields or facilities.
10. No electrical apparatus shall be connected to or operated at Town facilities unless it is first approved by the Director of Parks and Recreation and the Fire Chief if necessary.
11. Access to facility will be available only as indicated on the approved application form or as marked at the facility. It is incumbent on the permitted user to know the proper access to a facility.
12. Equipment of the facility, such as sport goals, nets, grand stands, etc. may not be moved without prior authorization of the Parks and Recreation Director.
13. Vehicles are strictly prohibited from parking in the circular driveway in front of the Medway Middle School. Medway High School parking is restricted to designated parking lots only. There shall be no double parking. All fire lanes shall be accessible at all schools. This prohibition will be enforced by the Medway Police Department, and violators are subject to being ticketed and/or towed.
14. There shall be no parking or driving on any facility in conjunction with any function except as specified by the custodian or police officer on duty, or as approved by the Parks and Recreation Director.
15. All permitted activities MUST BE completed and the premises vacated by 10:00pm of the approved event day.

Insurance Coverage and Liability

1. The permitted user shall procure and maintain insurance against claims for injuries or losses to person or property that are alleged to have arisen in connection with the activities of the permitted user and any agents, representatives or employees at the facility. Insurance companies must be licensed by the Commonwealth of Massachusetts and acceptable to the Town of Medway. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the permitted user. Full disclosure is required for any non-standard exclusions.
2. A certification of general liability insurance, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate (covering bodily injury and property damage combined, and personal injury) must be delivered to the Director of Parks and Recreation for review and approval prior to the date of the activity.
3. In addition, evidence of automobile liability and employer's liability (Worker's Compensation) insurance coverage may be required to the extent applicable by nature of the activity.
4. All Certificates of Insurance must include the Town of Medway as an additional named insured.

5. The permitted user must submit a signed waiver of liability at the time of application. The permitted user must also obtain a general release form from all athletic participants that releases the Town of Medway from liability in the event that such participant has been injured while participating in the activities associated with this rental. The release form must be submitted for Town's review.

Clean-Up

1. Neither the Town of Medway nor a Medway School Department assumes any responsibility for liability.
2. All trash must be placed in proper receptacles. User groups are responsible for making sure the area is picked up at the end of their daily use period.
3. The Town of Medway will not be responsible for any material left behind. It will not be saved and the permitted user will be charged for its removal.

Fees

1. Fees shall be charged for use of Town facilities as defined by the Fee Schedule.
2. The Medway Parks and Recreation Commission reserves the right to grant, at its discretion, free use of any facility under its charge for any purpose.
3. Long term or large event rentals may have special rates or conditions negotiated with the Parks and Recreation Director and approved by the Park and Recreation Commission. This will be done on a case-by-case basis.

Payment & Cancellation

1. Hourly Rental:
 - a. Full payment shall be made fifteen (15) days prior to using the fields.
 - b. This payment is **NON-REFUNDABLE**.
 - c. A 100% refund in the form of an on account credit will be given **ONLY** if the field cannot be used due to a severe weather related reason.
2. Tournament Policies (private groups):
 - a. A **NON-REFUNDABLE** 50% deposit must be made within fifteen (15) days of request confirmation.
 - b. Balance is due 60 days prior to event.
3. Seasonal rentals:
 - a. A **NON-REFUNDABLE** 50% down payment must be made within 15 days of being notified of field assignment.
 - b. Balance on account is due thirty (30) days prior to the last rental date.
 - i. Seasons are defined as:
 1. Spring
 2. Summer
 3. Fall
 4. Winter
4. One day Event Rentals:
 - a. Refunds will be made **ONLY** if written notice is received seven (7) days prior to event.

Miscellaneous

1. For permits of natural grass fields, playing on wet fields where the field sustains damage will result in the permitted user being required to pay damages and possibly result in loss of permit.
2. Permits are issued for specific fields/facilities. The permitted user shall not move to other areas without the permission of Parks and Recreation Director in advance of the event. Violation will result in a fine and possible loss of future permits. Fines will be imposed by the Park Commission as follows:
 - a. First Offense - \$100
 - b. Second Offence - \$250
 - c. Third Offense - \$500 – possible consequences could be loss of field usage and a fine of up to \$500.
3. Permitted users shall never allow another organization or group to use the facility under their permit. Subleasing fields will result in revocation of all permits indefinitely pending an investigation that may end the season.
4. The Town custodian on duty shall be responsible for the supervision of the facility, safety precautions, cleaning of the facility after its use, and for any services required by the permitted user in accordance with the use of the facilities approved.
5. Custodians have no responsibility to permitted users, as they have regular duties to be completed.
6. If you plan on advertising for your event, and it is not a Town function, be certain to note the sponsoring group and do not imply Town sponsorship.
7. The Town of Medway will not be responsible for the cancellation of a permit for the use of outdoor athletic grounds and public parks in case of an emergency which results in the closing of a facility.
8. All permits are revocable for cause by the Parks and Recreation Director upon finding violations set forth in this field usage policy. Posted ordinances MUST be adhered to at all times.
9. The Director of Parks and Recreation reserves the right to close any field or facility due to inclement weather or safety conditions.
10. All questions concerning facility use and particulars as discussed herein should be directed to the Parks and Recreation Director.
11. Please be respectful of other user groups. There are rare occasions where games run over the allotted time. We ask that user groups exhibit patience in these instances.
12. Camps and clinics that fall within the state requirements of what is a camp will have to be licensed through the Medway Board of Health. Please find the state Department of Public Health camp requirements here: <https://www.mass.gov/files/documents/2018/03/27/105cmr430.pdf>

Field Request Form

All Town of Medway fields are available for rental through the Medway Parks and Recreation Department; this includes all Town of Medway School Fields (after school hours), Medway High School, Medway Middle School, Memorial Fields, Idylbrook, Cassidy, Oakland and McGovern.

To request rental of a field or fields, the following form needs to be completed in its entirety; including attaching the appropriate paperwork, certificate of insurance, schedule and signed waiver of liability. The completed form must be given to the Parks & Recreation Director. Completing this form does not guarantee rental.

All guidelines in the field usage policy must be met or the Parks and Recreation Department has the right to revoke use of field(s). Field requests are on a first come first serve basis, and following the priority list. The Parks and Recreation Department will make every reasonable effort to treat all field requests in a fair and equitable manner when establishing priorities of use. Priority list is as follows:

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Medway Park and Recreation 2. Medway School Activities – as formally agreed to by the commission 3. Medway Town Related uses – Town fairs, concerts and events | <ol style="list-style-type: none"> 4. Medway Youth related non-profit organizations (MYBA, MYS, MYL, etc.) 5. Medway Non-Profit groups – Lions Club, Scouts, Etc. 6. All other |
|---|---|

All rentals requests must be submitted during the appropriate time frame and only for that specific season. Any request submitted before the time frame will not be reviewed until the appropriate time; any request submitted after the deadline will be considered on a case by case basis. The timeline is as follows:

	Spring	Summer	Fall	Winter
Medway	November 1 – December 1	March 1 – April 1	May 1 – June 1	September 1 – October 1
Non Medway	December 1 – December 15	April 1 – April 15	June 1 – June 15	October 1 – October 15
Season	March 15 - June 30	July 1 – August 31	September 1 – December 31	January 1 – March 14
Any applications submitted after the submission times will be considered on a case by case basis				

A field request will not be reviewed without all proper paperwork. All rental forms **must include a certificate of insurance** listing the Town of Medway as additionally insured, a specific schedule (no block scheduling) and waiver of liability. Payment must be made within two weeks of the issued permit, or the permit is null and void. If a special payment deadline or special roster accommodation is needed, that must be communicated at the time of the rental request submission.

Please see the Town of Medway Parks and Recreation Field Usage Policy for full list of rules and guidelines.

I have read and understand all conditions of my rental request. I understand submitting a request does not guarantee rental.

Signature

Date

Field Request Form

Rental #: _____

Organization/Group: _____

- Type of Organization:
- | | |
|--|---|
| <input type="checkbox"/> Medway Youth Organization | <input type="checkbox"/> Medway Adult Organization |
| <input type="checkbox"/> Medway Public Schools | <input type="checkbox"/> Medway Residents Medway Business |
| <input type="checkbox"/> Non-Medway Youth Organization | |
| <input type="checkbox"/> Non-Medway Adult Organization | <input type="checkbox"/> Non-Medway Business |

Contact Name: _____

Contact E-mail: _____

Contact Address: _____

Home Phone: _____ Cell Phone: _____

Rental Information

- One time use Seasonal Use – Attach Schedule Program use – Attach program & schedule

Rental Start Date: _____ Rental End Date: _____

Rental Start Time: _____ Rental End Time: _____

- Field(s) Requested:
- | | | | | |
|---|---|---|---------------------------------------|---|
| <input type="checkbox"/> Hanlon | <input type="checkbox"/> Lamson | <input type="checkbox"/> North | <input type="checkbox"/> HS Grass | <input type="checkbox"/> HS Tennis Courts |
| <input type="checkbox"/> HS Baseball | <input type="checkbox"/> Idylbrook | <input type="checkbox"/> McGovern | <input type="checkbox"/> MS Baseball | |
| <input type="checkbox"/> Charland | <input type="checkbox"/> MS Practice | <input type="checkbox"/> Center Street | <input type="checkbox"/> Kelly Street | |
| <input type="checkbox"/> Cassidy | <input type="checkbox"/> Oakland | <input type="checkbox"/> Idylbrook Baseball | <input type="checkbox"/> Choate | |
| <input type="checkbox"/> Upper Memorial | <input type="checkbox"/> Lower Memorial | <input type="checkbox"/> McGovern | | |
| <input type="checkbox"/> VFW | | | | |

Field Type: Field Size: _____ Number of Fields: _____

Reason for Rental: _____

FOR OFFICIAL USE ONLY

Date Received: _____ Date Reviewed: _____ Reviewed By: _____

Approved _____ Denied _____ Amount Due: _____ Cash: _____ Check #: _____

Copy of all documentation provided: Yes No Permit sent: _____

**WAIVER OF LIABILITY
RE: FIELD RENTAL AND USAGE**

I, _____, as _____ of _____, including its agents, employees, participants, coaches, volunteers and representatives, (collectively, "Permitted User") hereby acknowledge and agree, that the rental and use of Town of Medway fields is voluntary and may expose the Permitted User or its property to risks of injury, or damage, including but not limited to exposure to and infection by the COVID-19 virus, resulting from such use. Therefore, in consideration of the opportunity to rent and use the Town of Medway fields, Permitted User agrees to forever RELEASE, acquit, discharge and covenant to hold harmless the Town of Medway, a municipal corporation of the Commonwealth of Massachusetts, and its successors, departments, officers, employees, servants, attorneys and agents, of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation on account of in any way arising out of, directly or indirectly, all known and unknown personal injuries or property damage, including but not limited to exposure to and infection by the COVID-19 virus, which Permitted User may now or hereafter have or may acquire, resulting or to result from said rental of Town fields.

Furthermore, Permitted User hereby agrees to protect the Town of Medway and its successors, departments, officers, employees, servants, attorneys and agents against any claim for damages, compensation or otherwise arising out of or resulting from any injury, or damage, including but not limited to exposure to and infection by the COVID-19 virus, to any party in connection with said participation in the aforementioned rental of Town fields and to INDEMNIFY, reimburse or make good to the Town of Medway or its successors, departments, officers, employees, servants and agents any loss or damage or costs, including attorneys' fees, which the Town of Medway or its representatives may have to pay if any litigation arises from said participation in the aforementioned activities. Permitted User further agrees to use and occupy the rented fields at its own risk, and the Town of Medway shall not be liable to Permitted User for any injury or death to persons, including but not limited to exposure to and infection by the COVID-19 virus, entering the fields pursuant to said rental, or loss or damage to vehicles, equipment, structures or other personal property of any nature whatsoever of the Permitted User (or in the care, custody or control of Permitted User), or of anyone claiming by or through any of them, that are brought upon the rented fields pursuant to the rental agreement.

Permitted User hereby further covenants for itself, its successors and assigns not to sue the said Town of Medway, its departments, officers, employees, servants, attorneys, and agents on account of any such claim, demand or liability.

I am fully aware that by signing this document I am releasing the above mentioned parties from liability that may arise as a result of intentional or negligent acts of these parties. Additionally, it is my intent to release the above mentioned parties from liability relating to any accident and resulting injuries and/or death, as well as exposure to and infection by the COVID-19 virus, that may occur while participating in voluntary activities on Town of Medway property.

I Permitted User further acknowledges that my participation in the aforesaid rental is completely voluntary and my own choice and that execution of this release and indemnity agreement is a precondition to said participation. I affirm that I have read this Waiver of Liability and that I understand the contents of this form.

WITNESS my hand and seal this _____ day of _____, 20_____.

Signature: _____

Printed Name: _____

Note: This is a legal document in which you agree to give up the right to sue the Town of Medway and any of their officials, officers or employees in the event you are injured while participating in the above-described activities. If you do not understand the language or have any questions, consult an attorney before signing

2020 FIELD RENTAL PERMIT

ORGANIZATION NAME:

RENTAL LOCATION(S):

ALL PAYMENTS ARE NON-REFUNDABLE. If any payment due dates are missed- field(s) will be released and made available to other renters and all funds paid will be forfeited.

Renter Understands that....

1. I am responsible for the supervision of my group.
2. I am responsible for any damage incurred to the property.
3. Absolutely NO metal cleats on the turf fields, molded cleats or sneakers ONLY.
4. I am responsible for leaving the property in the condition in which it was found.
5. Upon receipt of final payment, a Field Permit will be forwarded to renter.
6. I agree that no activity will commence on these fields until 8:00am.
7. All lights must be out by 10pm; per agreement with The Town of Medway.
8. It shall be unlawful to possess, consume, or bring alcoholic beverages onto any and all fields located in the town of Medway, Massachusetts.
9. The Medway Board of Health requires that ALL Coaches have completed concussion training through the CDC "Heads Up On-Line Training Course" or hold an equivalent medical certification as required for them to be on the Playing field.
10. The Medway Board of Health requires that ALL Parents and ALL Youth Athletes between the ages of ten and eighteen read the required CDC document "*A Fact Sheet for Parents and/or Athletes*" regarding concussion safety or completed the concussion training with coaches within the last calendar year.
11. By checking this box, you agree that your organization shall maintain required documents and ALL persons involved with using any the fields owned and operated by the Town of Medway have completed the CDC's "*Heads Up On-Line Training Course*" and/or whichever is appropriate, "*A Fact Sheet For Parents and/or Athletes*", and shall provide the required documentation and upon request shall provide these documents to The Medway Board of Health.

I have received and agree to comply with the Town of Medway Facility Rental Rules and further understand the Town of Medway Parks Commissioners and/or staff and volunteers are in no way responsible for any injuries that may be incurred by any individual during the activity described in the rental application. Furthermore, by signing below, I understand the stated rules and accept the conditions as stated.

Town of Medway:

Name / Title

Director of Park and Recreation