Islanders Field Stadium at River Islands – Reservation Form RIVER ISLANDS BASEBALL CLUB, LLC

RESERVATIONS: 925-487-9207 EMAIL. Don.johns@comcast.net

EVENT INFORMATION				
Name and Type of Event:		Est. Attendance: _	Est. Attendance:	
Event Date(s):		Start Time:		
Organization:		End Time:		
Contact Person:		Title:		
Phone:	Fax:	Email:		
Person in Charge of Event:		Cell Phone:		
EQUIPMENT AND/OR SERVICES REQUESTED Islanders Field Stadium - Full Day 4 Games (6-12 hours)			\$\$	
Batting Cages - Included with Venue Rental / Cage Only Rental TBD			\$	
Gate\$5.00 per person		\$		
Lighting (4-hour minimum)		\$		
Umpires & Assigning Fee (paid by user)			\$	
Announcer and Scoreboard (4-hour minimum) \$150.00 per day / 4 games			\$	
Venue Manager\$150.00 per day		\$		

TOTAL CHARGES

CONDITIONS: No outside operators will be permitted without approval from River Islands Baseball Club, LLC.

- The person signing this reservation form agrees that any activity conducted will be in accordance with all pertinent regulations and policies as well as any applicable federal, state, or local laws.
- The person signing this reservation form is aware of, acknowledges, and takes responsibility for all risks associated with the use of this venue including but not limited to illness, injury, dismemberment, paralysis, and/or death.
- The person signing this reservation form agrees that any costs generated by this event are the sole responsibility and obligation of the applicant whose signature hereto insures payment thereof.
- The person signing this reservation form hereby agrees to be responsible for all fees as they apply and the insurance requirements as stated in the Guidelines to River Islands Athletic Venue Rentals.
- THIS EVENT MAY NOT BE ADVERTISED OR PROMOTED WITHOUT RIBC PRIOR APPROVAL.

Any questions regarding this agreement or the scheduled event(s) should be directed to the Facilities Office at (925) 487-9207.				
Print Name	Title			
Signature	Date			
RIBC Approval	Date			

Please sign and return this page to:

River Islands Baseball Club, LLC, Facilities Office, P.O. Box 930, Danville, CA 94526

Concessions Provided-No Outside Vendors Permitted Without Approval

We appreciate the opportunity to provide a first-class facility for your baseball event. Our goal is to make your time here at Islanders Field a memorable experience for your players, parents, and coaches. We will be working with you to meet your expectations. Please adhere to the guidelines we have outlined for use of Islander Field. Should you desire to use the RI logo to appear in any background for any reason, please request our permission. Thank you.

Don Johns River Islands Baseball Club, LLC

River Islands Athletic Venue Rental Guidelines for Islanders Field Stadium

Thank you for choosing Islanders Field Stadium for your event! Islanders Field Stadium ("Stadium") is located off River Islands Parkway in the designated Town Center of the River Islands Master Community Plan.

General Field Information: The field is 330 ft. down the baselines and 390 ft. to center. The Stadium will seat approximately 700 people. Lights, public restrooms, scoreboard, batting cages, bull pen mound areas and the public address system are available for rental. The concession provider designated below will operate the concessions and no outside vendors are permitted without permission. The batting cages adjacent to the stadium are also available for rent on a single use basis. The renter must provide all game necessities including baseballs. Appropriate footwear is mandatory. River Islands Baseball Club, LLC ("RIBC"), will provide bases only. Parking is available at this facility. Please contact RIBC to make arrangements.

Reservations: Reservations for this athletic venue may be made by email at don.johns@comcast.net or telephone at (925) 487-9207, Monday through Friday, 9:00 a.m. to 5:00 p.m. Requests will be reviewed, processed, and confirmed after the form has been submitted. Reservation requests must be submitted 10 working days prior to the event. If the event is a tournament, special event, social event, etc., or may have an attendance of more than 300, reservation requests must be submitted three (3) weeks prior for approval. Any appointments and requests may be made up to three months prior to the event. Activities may be scheduled Monday through Sunday, but availability will depend upon and will be scheduled around existing athletic practice times, field maintenance schedules, game days, or during camps and clinics. If the Stadium is available, it will be put on a tentative hold for the inquiring party. Once the paperwork has been submitted and signed by the requester, the information will be reviewed by RIBC. If approved, an agreement will be prepared by RIBC and sent to the applicant for signature. Once the fully executed agreement is received along with a check for the rental of the facility and insurance, the event will be confirmed.

Payment: In order to confirm your reservation, you must provide a deposit of 50% of the total amount of estimated event costs via check. This deposit is **nonrefundable**. Within 10 business days of the event, the remaining 50% balance must be paid. Please make all checks out to: *River Islands Baseball Club, LLC*, and mail to River Islands Baseball Club, LLC, Facilities Office, P.O. Box 930, Danville, CA 94526.

Food Services / Catering: All catered food served must be coordinated through the concession provider: Our House Concessions, Rich Hogan (209) 815-8668. Alcoholic beverages are strictly prohibited unless purchased through RIBC concession provider. Food and drinks, other than water, are not allowed in any of the dugouts, bullpens, or playing field at any time. Sunflower seeds, gum, and chewing tobacco are NOT allowed. Eating and drinking are allowed in specific areas only. If food is to be sold or served, arrangements must be made through the RIBC concession provider. Please request additional details if desired.

Event Promotion: This event may NOT be advertised or promoted including commercial sponsorship, solicitation, photography, etc. unless previously approved by RIBC. Please do not promote your event until you have returned your reservation form, it has been approved, and RIB has processed your deposit. Furthermore, <u>all</u> promotional materials for your event must be approved by RIBC.

Restrictions -- Please Read: The following restrictions must be adhered to at all times.

- 1. No vehicles, food, drinks (other than water), sunflower seeds, nor tobacco products are allowed on the playing field, dugouts, or bullpens as well as in the stadium itself.
- 2. No pets -- service dogs only are permitted.
- 3. Noisemakers and air horns are strictly prohibited.
- 4. No glass bottles may be brought into the facility.
- 5. No additional seating may be brought into the facility.
- 6. No coolers may be brought into the facility.
- 7. No strollers are allowed into the Stadium seating area. Strollers may be left at the entrance gate at the owner's risk.
- 8. No weapons are allowed on any part of the Stadium grounds.
- 9. No tents, spikes, or stakes may be used on the playing field at any time.
- 10. No banners may be hung on the perimeter fence.
- 11. P.A. system may be managed by RIBC only.
- 12. Use of any images must be approved by River Islands Baseball Club, LLC.

If during the event any of the above restrictions are not maintained, at the discretion of the venue manager (located on site during the event), the situation must be immediately corrected or the event may be terminated.

Insurance: A Certificate of Insurance naming River Islands Baseball Club, LLC, River Islands Development, LLC, and Califia, Inc., as additional insureds for the day(s) of the event, load-in, and strike, must be presented a minimum of 14 days prior to the event and/or load-in. Facilities will suffice for this deadline, but the actual certificate must be received before any activity may take place on site. Coverage must be for a minimum of \$1,000,000 liability per occurrence and \$2,000,000 aggregate.

The Certificate Holder shall include each additional insured listed above at: 73 W. Stewart Road Lathrop, CA 95330. The Certificate of Insurance shall be mailed to the following address: River Islands Baseball Club, LLC 73 W. Stewart Road Lathrop, CA 95330.

Waiver of Liability: Applicant must collect a completed and signed Waiver of Liability, Assumption of Risk, and Indemnity Agreement form from each participant; participants under the age 18 years of age as of the date of the event must have his or her legal parent or guardian sign the form ("Participant Waiver"). Any participant who fails to provide a successfully completed form will be ineligible to participate. Applicant shall be financially responsible for any and all claims resulting from its failure to collect Participant Waivers. Applicant's submission of this completed and signed Applicant Waiver shall constitute Applicant's acknowledgment of receipt of all required Participant Waivers in compliance with this provision.

Assumption of Risks: Physical activity, by its very nature, and the use of Stadium property, facilities, staff, equipment, and/or services carries certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. RIBC has facilities and provides for activities such as sporting activities, social events, community outreach, clinics, classes, and camps. Some of these involve situations, environments, or activities that may lead to illness, physical injuries, and psychological stress or damage. The specific risks vary from one activity to another, but the risks range from: 1) minor injuries such as scratches, bruises, strains, sprains, contact with poisonous plants and animals, heat exhaustion, dehydration, and embarrassment; 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, concussions, and psychological trauma; 3) catastrophic injuries including paralysis and death. By signing the reservation form, you are acknowledging awareness of these risks, and taking full and complete responsibility for all participants at your event. RIBC assumes no responsibility for any of the above.

Loss/Damage: All groups are responsible for any loss and/or damages incurred by the group during the rental period specified in the agreement. Charges will be based on the actual cost of repair or loss incurred, as determined by RIBC. Groups are also responsible for having materials and equipment used for their event removed from the facility no later than the conclusion of the event. RIBC accepts no responsibility for any items left at the venue after the conclusion of the event.

Deadlines/Cancellations: If the event cannot begin or continue due to inclement weather, every attempt will be made to reschedule. The renter will receive a refund for all or part of the deposit less any direct expenses incurred at the time of termination.

Fees: The costs fall into three basic categories: facility rental fee, cleaning fee, and direct charges.

- Facility Rental Fee: The Stadium may be reserved for either per team usage or a full-day rental. A per team usage rental is up to six hours and the full-day rental is 6-12 hours. Anything over 12 hours will be charged an additional fee. Please consult with your RIBC contact in order to estimate costs for your particular needs. The length of rental includes preparation, set-up, and take down/clean up.
- Custodial / Cleaning Fee: A cleaning fee will apply with the rental of all athletic facilities whether it is a half-day rental, a full-day rental, or a still photography shoot with background participants including any additional clean up, maintenance, or repair resulting from the event or activity.
- **Direct Charges:** Direct charges include but are not limited to the following items that may be required or desired for your rental.

- Venue Manager: A venue manager is mandatory when renting the Stadium. A minimum of one venue manager will be provided with a four-hour minimum requirement. If a higher degree of security is needed, your RIBC contact will work with you to determine your security and supervisory needs.
- Event Management: Event Management may be available upon request depending on availability. Prices depend on the size and the amount of involvement in the event. Typically, for an event up to 150 people, one venue manager and two event management employees work the event with an additional event management employee for every 100 people above 150 in attendance.
- o **Ticketed Events:** All events that require ticketing must make prior arrangements. Ticketing arrangements must be coordinated through the RIB contact.

The above must be arranged in advance with the RIB contact at Don Johns at (925) 487-9207 unless otherwise stated.

CORMS NEEDED: Participant Waiver Certificate of Insurance				
TURNITURE REQUESTED: Cables Chairs Podium				
ADDITIONAL INFORMATION:				

River Islands Baseball Club, LLC

APPLICANT WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

This Applicant Waiver of Liability, Assumption of Risk, and Indemnity Agreement ("Applicant Waiver") is made and entered into as of the date set forth below ("Effective Date") by and between RIVER ISLANDS BASEBALL CLUB, LLC, a California limited liability company ("RIBC"), and Applicant (as defined below).

RECITALS

- A. Applicant desires to utilize Islanders Field Stadium at River Islands surrounding areas or other improvements associated therewith (collectively "Stadium").
- B. Applicant must provide this completed and signed River Islands Baseball Club Waiver of Liability, Assumption of Risk, and Indemnity Agreement form prior to each scheduled event.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

- 1. Waiver of Liability: Applicant must collect a completed and signed Waiver of Liability, Assumption of Risk, and Indemnity Agreement form from each participant; participants under the age 18 years of age as of the date of the event must have his or her legal parent or guardian sign the form ("Participant Waiver"). Any participant who fails to provide a successfully completed form will be ineligible to participate. Applicant shall be financially responsible for any and all claims resulting from its failure to collect Participant Waivers. Applicant's submission of this completed and signed Applicant Waiver shall constitute Applicant's acknowledgment of receipt of all required Participant Waivers in compliance with this provision.
- 2. Assumption of Risks: Physical activity, by its very nature, and the use of Stadium property, facilities, staff, equipment, and/or services carries certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. RIBC has facilities and provides for activities such as sporting activities, social events, community outreach, clinics, classes, and camps. Some of these involve situations, environments, or activities that may lead to illness, physical injuries, and psychological stress or damage. The specific risks vary from one activity to another, but the risks range from: 1) minor injuries such as scratches, bruises, strains, sprains, contact with poisonous plants and animals, heat exhaustion, dehydration, and embarrassment; 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, concussions, and psychological trauma; 3) catastrophic injuries including paralysis and death. By signing the reservation form, you are acknowledging awareness of these risks, and taking full and complete responsibility for all participants at your event. RIBC assumes no responsibility for any of the above.
- 3. Indemnity Agreement: At any time during the subject event, Applicant and its participants shall comply with the insurance provisions set forth within the RIBC Guidelines for Islanders Field Stadium. In addition, Applicant hereby releases and agrees to defend, indemnify, and hold harmless RIBC and its representatives, members, agents, employees, successors, and assigns and any and all property owners of the Stadium from and against any and all claims, damages, suits, or causes of action arising from (i) entry onto the Stadium, (ii) the injury or death of any person including Applicant, participants, guests, and/or spectators, regardless of whether the person(s) was/were authorized to be on or about the Stadium, (iii) the damage to, or loss of, property of Applicant, participants, guests, and/or spectators in, on, or about the Stadium or (iv) Applicant's failure to collect fully executed Participant Waivers.

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Organization:	
Print Name:	
Title:	
By Authorized Representative:	Date:

"Applicant:"