



**City of Midway Parks & Recreation  
Special Park Use Agreement, Waiver and Release Form**

Name of Park for private use: \_\_\_\_\_ Date of use \_\_\_\_/\_\_\_\_/\_\_\_\_

Name of Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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

Type of Activity: \_\_\_\_\_

Admission Charge: \_\_\_\_Yes \_\_\_\_No      Food Served: \_\_\_\_Yes \_\_\_\_No

**Deposit/Insurance Requirement:**

- A. All individuals, groups, organizations, etc. shall provide a [\$100.00] deposit and any applicable fee, upon executing this Agreement. Upon completion of the activity, a site inspection will be held. Should the facility be returned to its original condition, except for normal use, the full deposit will be returned. Refunds, in case of cancellation, will be made if requested.**
- B. There is a required liability insurance coverage of \$100,000.00 for any planned activity that includes the use of a Foreign Playground Apparatus. The definition of a Foreign Playground Apparatus includes but is not limited to: climbing structures, bounce-houses, waterslides, non-waterslides, bicycles, scooters, hula-hoops, balls, and/or any device that is not the property of the City of Midway and not permanently affixed to the land of the Park. A certificate of liability insurance must accompany this application.**
- C. If food is to be sold, a product liability policy will also be required and applicant must contact the Florida Department of Health. Documentation as communication with the Department of Health must accompany this application.**
- D. Applications submitted without the [\$100.00] deposit and the required liability insurance coverage will not be accepted.**

**Regulations:**

- A. Groups or individuals who are residents of the City of Midway or groups or organizations based in the City of Midway have first preference when applying to use the park. Fundraising events by City of Midway based groups or organizations are acceptable.**

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**B. All City of Midway Parks are open from dawn to dusk. Hours may be extended through approval by the City Manager**

**C. No alcoholic beverages are permitted.**

**D. Applicant is to be in charge of the event and shall be responsible for the following:**

**1) Submitting proper application for use of the grounds facilities;**

**2) All trash and decorations must be placed in trash containers provided. If container is full, then it is the responsibility of the applicant to remove the trash, etc. away from the park.**

**3) If additional trash pick-up is required for excess trash not removed by the individual/group/organization using the park, this individual/group/organization shall be charged the current rate for trash removal;**

**4) Leave buildings and grounds clean and in order for the next event.**

**E. Campfires are not permitted.**

**F. Overnight camping is not permitted.**

**G. Any individual or group using the facilities is responsible for any damage above normal wear and will be assessed the actual cost of any damages incurred. The City Manager will assess damages following the activity and notify the user of any damage within one (1) week. The individual or group referred to in this agreement further agrees to pay any damages in the amount assessed by the City Manager. Payment for damages incurred will be due and payable thirty (30) days after receipt of the City Manager's damage assessment notification**

**H. All applications for park use will be subject to the approval of the City Manager or appointed staff, who will review each application on an individual basis and determine approval or disapproval.**

**VIOLATION OF THESE REGULATIONS MAY CAUSE THE DENIAL OF FURTHER USE AND/OR FORFEIT OF THE SECURITY DEPOSIT.**

Please Explain Intended Park Use Activity:

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**Agreement, Waiver and Release:**

By signing this agreement, I understand and am familiar with all policies which regulate the use of this facility and have made participating members of my group/organization familiar with the same and I accept full responsibility. I hereby waive, release and discharge any and all claims for damage for personal injury, death or property damage which I may have or any individual of my group/organization, which may hereafter accrue as a result of participation in activities at said facilities. I hereby discharge in advance the City of Midway, its officers, employees and agents from any and all liability arising out of or connected in any way with the use of said facilities even though that liability may arise out of negligence or carelessness on the part of those parties.

\_\_\_\_\_  
Name of Responsible Person – Please Print

\_\_\_\_\_  
Signature of Person

\_\_\_\_\_  
Group/Organization

\_\_\_\_\_  
Phone Number

**CITY USE ONLY**

\_\_\_\_ Approved

\_\_\_\_ Approved with the following conditions: \_\_\_\_\_

\_\_\_\_ Denied

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_ Payment Received

\_\_\_\_ Liability Certificate Received

\_\_\_\_ Product Liability Certificate (if applicable)

\_\_\_\_ Approval by the Florida Department of Health (if applicable)

\_\_\_\_ Payment Returned: Date \_\_\_\_\_ Initials \_\_\_\_\_