

TERMS AND REGULATIONS

The Group or Organization in consideration of being granted permission to use the Premises, agrees to be bound by the following Terms and Regulations which form part of the Agreement.

- a) To be responsible for any damages incurred by the Group of Organization.
 - b) To exercise the greatest care in use of the Premises.
 - c) To report all damage immediately to the North Vancouver Recreation Commission, or the City of North Vancouver, District of North Vancouver or School District No. 44.
 - d) If members of the Group or Organization are under 19 years of age, to be under immediate supervision and control of a competent and trustworthy adult who will personally undertake to be responsible for the due observance of regulations governing the Premises.
 - e) To be responsible for leaving the Premises clean. Failure to do so may result in a fee levied for maintenance.
 - f) To refrain from use of grass fields, when frozen, water saturated, with snow on the surface or during extended rainfall.
 - g) To adhere to grass field closures, information may be obtained by calling the North Vancouver Recreation Commission, 983-6543 (5033).
 - h) To pay whatever fees are levied according to this Agreement.
 - i) To call the North Vancouver Recreation Commission (987-7529) and cancel the Permit if the Group or Organization does not plan to use it.
- The following restrictions apply to all user Groups and Organizations:
- j) No practicing on grass fields is permitted without authorization.
 - k) No object placed in or on grass fields without first consulting with the Parks Department (due to underground irrigation systems).
 - l) Liquor or beer is not permitted on any Premises unless a liquor Permit is in effect.
 - m) School District No. 44 and District of North Vancouver bylaw #7792 prohibits smoking on School Board property and District Parks.
 - n) Equipment storage on or in Premises not Permitted without approval of Parks Department.
 - o) This Permit is only for the said Group or Organization named on this permit. The Premises may not be sublet.

Failure to adhere strictly to the above regulations may result in the cancellation of this Permit. The Applicant agrees to inform, the best of his/her ability, all responsible officials, associated with the Group or Organization of the Terms and Regulations.

WAIVER AND INDEMNITY CLAUSE

The Group or Organization accepts and will use the Premises at their own risk and agrees that neither the North Vancouver Recreation Commission, the Corporation of the District of North Vancouver, the Corporation of the City of North Vancouver, School District No. 44 (North Vancouver) nor their respective officers, employees, servants, agents, heirs, successors and assigns have made any warranties or representations respecting the suitability or condition of the Premises. The Group or Organization further agrees that it will indemnify and save harmless the North Vancouver Recreation Commission, the Corporation of the District of North Vancouver, the Corporation of the City of North Vancouver, School District No. 44 (North Vancouver) and their respective officers, employees, servants, agents, heirs, successors and assigns from and against any and all claims whatsoever, including all damages, liability, expenses, costs, and legal or other fees incurred in respect of any such claims or any actions or proceedings brought thereon arising directly or indirectly from or in connection with the granting of this Permit and use of the Premises.

Prior to the execution of this Permit by the Commission, the Group or Organization will obtain and maintain comprehensive general liability insurance including, without limitation, coverage for the indemnity provided therein, on terms satisfactory to the Commission with the Commission, the District of North Vancouver, the City of North Vancouver and School District No. 44 (North Vancouver) as named insureds. Such policy will be written on a comprehensive basis with inclusive limits of not less than \$5,000,000 per occurrence including \$5,000,000 for bodily injury and death to any one or more persons or for property damage, or such higher limits as the Commission requires from time to time and will contain a clause providing that the insurer will give the Commission, the District of North Vancouver, the City of North Vancouver and School District No. 44 (North Vancouver) 30 days prior written notice in the event of cancellation or material change. The Group or Organization will provide the Commission with evidence of such insurance coverage in the form of an executed copy of a Certificate of Insurance in a form satisfactory to the Commission.

The Group or Organization understands and agrees that this Permit may be revoked or cancelled at any time with or without cause and, in the event of such revocation or cancellation, the Group or Organization shall have no claim or right to damages or reimbursement on account of any loss, damage or expense.

The Applicant warrants and represents that he/she executes this Application on behalf of the Group or Organization and has sufficient power, authority and capacity to bind the Group or Organization with his/her signature.