

**.Al Woodall Municipal Park
Tournament Events
Facility Rules & Guidelines
Adopted July 2010**

1. All Al Woodall Municipal Park athletic field usage must be authorized by the Parks and Recreation Department prior to any tournament play on the fields located at the Park. "Tournament Play/Tournament" for the purpose of this document is defined as any singular event spanning over a period of two or more days involving multiple teams and multiple games/matches, and that requires the use of multiple fields/playing surfaces.
2. The Erwin Parks & Recreation Department reserves the right to shift younger age groups to larger multi-purpose fields in order to utilize resources of the facility efficiently.
3. All tournaments at Al Woodall Municipal Park will be conducted between the operating hours of the complex from 8:00 a.m. to 10:30 p.m. No new game will be started after 10:00 p.m. Factors such as inclement weather, may allow for extended operating hours depending upon individual situations. Determination of such extended play shall be at the discretion of the Parks and Recreation Department Director or his designee.
4. The Erwin Parks & Recreation Department Staff reserves the right to postpone, delay, or cancel any event at the Municipal Park due to unsafe playing conditions, inclement weather, lightning, or precautionary measures to preserve playing surfaces and maintain a safe environment for all patrons. In the event that any game is delayed due to lighting or deteriorating weather conditions, patrons, staff, players, and coaches will be notified over a public address system and shall seek shelter immediately in their vehicles. Under such conditions, no coaches, players or staff will be allowed to remain inside the dugouts or on the fields during such delay. Once the threat of inclement weather has passed, the Municipal Park staff will allow players, coaches, and fans back into the complex.
5. Any damage to the Al Woodall Municipal Park that is not a result of normal wear and tear of tournament usage will be the sole responsibility of the Tournament Organizer of the tournament (Tournament Organizer shall be named in the Rental Agreement). Documentation of any occurrences of damage shall be made and responsible parties shall be notified for reimbursement. For the purpose of this document "Tournament Organizer" is defined as the organization and person in responsible charge of the organization named in the rental agreement for the named tournament event at the Al Woodall Municipal Park.
6. In the event such Tournament Organizer does not make payment for noted damages, the Tournament Organizer and his organization shall not be allowed to make future rentals of the Al Woodall Municipal Park facilities until such time that such payment is made to the Town of Erwin for such damages. In the event that future rentals have already been secured by such organization, all such secured dates shall be suspended until payment for the same is satisfied. In addition to forfeiture of the ability to secure future dates for the Park facilities, the Town may elect to pursue any legal remedies as permitted by law to recover any and all damages herein pursuant.
7. Steel/Metal cleats are prohibited within and on all field surfaces of the Municipal Park unless otherwise pre-approved by Park Staff in the event that the named tournament is for the purpose of baseball events for junior and senior league age groups. Rubber cleats and

turf shoes are allowed on all field surfaces. All pitchers making use of portable pitching mounts must wear either rubber cleats or turf shoes.

8. Any organization wishing to use the electronic scoreboards at the complex must use park personnel at the set fee per hr.
9. Any organization hosting tournaments at the Al Woodall Municipal Park shall have and show proof of its organization's insurance coverage. A Certificate of Liability Insurance in the amount of no less than one (1) million dollars and showing the Town of Erwin as an additional insured is required prior to each tournament. All teams, players, and coaches participating in any tournament are to be covered under the organization's insurance policy or have their own coverage. The Town of Erwin also requires tournament organizers or organizations to sign a Hold Harmless Agreement (attached) stating the Town of Erwin is not to be held liable for any injuries occurring while at the Municipal Park.
10. The Erwin Parks & Recreation Department is not responsible for any batted or thrown balls or bats inside the confines of the complex. Players and patrons need to be aware of their surroundings at all times. Should medical attention be needed please notify the on site Park Staff immediately and medical assistance will be notified.
11. Interactions and participation of all tournament organizations and their coaches, patrons, and players at the Al Woodall Municipal Park shall be in a friendly and sportsmanlike manner. The Park Rules and Regulations are posted throughout the park on large green signs. Parks Staff reserves the right to dismiss any persons not acting in a proper manner and not abiding by the rules and regulations as posted in the Park or herein stated.
12. The Town of Erwin and its employees are not responsible for any loss or damage to personal property while patrons are at the Municipal Park. Please make sure to lock all cars and do not leave bags or personal items unattended.
13. Teams will be allowed to bring in two (2) coolers to be placed in the dugout during their game time. Coolers and their contents must remain in the dugout at all times. No glass containers will be allowed inside the park.
14. Patrons may bring pets to the Municipal Park grounds. Patrons bringing pets to the Municipal Park grounds shall keep all such pets on leashes at all times and cleanup after them accordingly.
15. No alcohol is allowed on Park property.
16. No Guns or Weapons are Park property.
17. All patrons, players, directors and umpires must park in a designated parking space in the general parking lot areas. No vehicles will be allowed inside the confines of the complex and anyone in violation of this rule will be asked to leave or their vehicle will be towed.
18. Tournament Organizer must submit their tournament schedules, numbers of fields needed, field dimensions, and any other requests no later than 12:00 p.m. on the Wednesday before that weekend's event. In the event that a tournament starts on a day other than Friday or Saturday the tournament director must submit their tournament form containing such information no later than three days prior to the event's first game.

19. No outside vendors of any kind will be allowed to sell, distribute, or provide any sort of services on the grounds of the Municipal Park without first receiving approval from the Erwin Parks & Recreation Department. Any allowed vendor will pay a flat fee of \$150.00 per day for the use of the park area. Under no circumstance shall outside food vendors be allowed to operate on the grounds of the Municipal Park without the expressed coordination and approval from the Erwin Parks And Recreation Booster Club.

20. SOFT TOSSING or HITTING into fencing is prohibited at the Municipal Park. Tournament Organizers are responsible for ensuring this rule. In the event Park Staff finds the tournament participants in violation of this provision, the Town reserves the right to suspend future rentals of the Tournament Organizer.

21. The Town of Erwin reserves the right to deny any signage entering the Municipal Park grounds. Any tournament organization wishing to display signage of their organization or of their sponsors shall first get approval from the Parks and Recreation Department to display signage and shall display any signage in designated areas only. Designated areas shall be established by the Parks and Recreation Department.

22. The Town of Erwin reserves the right to alter, edit, or amend any provision found herein, and/or add any additional provisions to this document as deemed necessary.

By signing below, I certify that I have read, understand, and intend to follow all rules, regulations and guidelines that have been set forth by the Town of Erwin. By signing below, I further certify that I accept the responsibilities and obligations contained in the same.

Tournament Organizer:

Town of Erwin:

 (Print Name of Organization)

 (Print Name of Authorized Personnel)

 (Print Name and Title of Authorized Signatory)

 (Print Title of Authorized Personnel)

 (Signature of Authorized Signatory)

 (Signature of Authorized Personnel)

 (Date)

 (Date)

**Tournament Events
Facility Fees, Rates & Guidelines
Adopted July 2011**

1. Facility Usage Fee shall be paid to the Erwin Parks and Recreation Department no later than one (1) week after conclusion of the tournament event. "Tournament Event", for the purpose of this document is defined as any singular event spanning over a period of two or more days involving multiple teams and multiple games/matches, and that requires the use of multiple fields/playing surfaces. Facility Usage Fee is determined based on the following items:

A. For the purpose of this document "Tournament Organizer" is defined as the organization and person in responsible charge of the organization named in the rental agreement for the named tournament event at the Al Woodall Municipal Park.

2. All concession operations are the sole responsibility of the Erwin Parks and Recreation Booster Club.
3. Team registration fees will be set, collected, and be the sole responsibility of the Tournament Organizer hosting the event. The Erwin Parks and Recreation Department will not be responsible for any direct expenses of operating the tournament. This includes, but is not limited to, the purchase of equipment to operate the tournament, baseballs, trophies, umpires, fees, hotel accommodations, scoreboard operators, public address announcers, insurance costs and organizational fees.
4. The Erwin Parks and Recreation Department will be responsible for the morning prep work of all fields, operation of field lights during evening events, cleaning the facility every evening, and complying with sanctioned organizations' standards and playing guidelines for the duration of the tournament. Additional work between games from our grounds crew staff will be minimal.

By signing below, I certify that I have read, understand, and intend to follow all rules, regulations and guidelines that have been set forth by the Town of Erwin. By signing below, I further certify that I accept the responsibilities and obligations contained in the same.

Tournament Organizer:

Town of Erwin:

(Print Name of Organization)

(Print Name of Authorized Personnel)

(Print Name and Title of Authorized Signatory)

(Print Title of Authorized Personnel)

(Signature of Authorized Signatory)

(Signature of Authorized Personnel)

(Date)

(Date)

AI WOODALL MUNICIPAL PARK RELEASE AND INDEMNITY AGREEMENT

THIS RELEASE AND INDEMNITY AGREEMENT made and given on _____, 20____, by _____ (Your Organization's Name "Tournament Organizer") to the Town of Erwin, North Carolina, its elected officials, agents, and employees (collectively the "Town");

WHEREAS, Tournament Organizer has requested permission to use property at the AI Woodall Municipal Park ("Property") for the following purpose: Hosting a Softball/Baseball Tournament Event. (whether one or more, the "Activity"); and

WHEREAS, in order to permit Tournament Organizer to use the Property for the Activity specified, the Tournament Organizer has agreed to release, indemnify, and hold harmless the Town to the extent herein below provided.

NOW, THEREFORE, in consideration of being granted the right to use the Property, the Tournament Organizer hereby agrees to:

- (i) RELEASE, ACQUIT, AND FOREVER DISCHARGE the Town from any and all claims, losses, damages, or liability (present or future), on account of injury to persons or property, including injury resulting in

death, arising out of or any way connected with the use of the Property for the Activity specified above, or for any other activity or activities at the Property by the undersigned Tournament Organizer during the term of this Release and Indemnity Agreement; and

- (ii) INDEMNIFY, DEFEND, AND HOLD HARMLESS the Town from and against any and all claims, losses, damages, or liability (present or future), and all costs, charges, and fees (including court costs and reasonable attorney's fees) related thereto, arising out of, or in any way connected with the use of the Property by the undersigned Tournament Organizer, or anyone using the Property under the auspices of the undersigned Tournament, or with the implied or expressed consent of the undersigned.

It is understood and agreed that the Town makes no representation or warranty, expressed or implied, that the Property is suitable, safe, or appropriate for the Activity and that the undersigned Tournament Organizer assumes the risk of any loss, damage, or liability resulting from the use of the Property. The undersigned will not use or authorize anyone to use the Property for any activity except for the Activity specified above except with the consent of the Town or its duly authorized representative.

It is further understood and agreed that if any term or provision of this Release and Indemnity Agreement, or the application thereof to any person, firm, corporation, or circumstance shall, to any extent, be deemed invalid or unenforceable, the remainder of this Release and Indemnity, or the application of such term or provision to persons, firms, corporations, or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Release and Indemnity Agreement shall be valid and enforceable to the fullest extent permitted by law.

The undersigned has carefully read this Release and Indemnity Agreement and executes it voluntarily in his or her duly authorized, official capacity on behalf of the Tournament Organizer.

Date: _____, 20____.

(Print Name of Organization)

(Print Name of Authorized Signatory)

(Signature of Authorized Signatory)

**Al Woodall Municipal Park
Tournament Events
Dates Awarded**

Tournament Organizer:
Phone Number:

Tournament Dates Awarded:

1. _____
2. _____
3. _____
4. _____
5. _____

By signing below, I certify that I have read, understand, and intend to follow all rules, regulations and guidelines that have been set forth by the Town of Erwin. By signing below, I further certify that I accept the responsibilities and obligations contained in the same.

Tournament Organizer:

(Print Name of Organization)

(Print Name and Title of Authorized Signatory)

(Signature of Authorized Signatory)

(Date)

Town of Erwin:

(Print Name of Authorized Personnel)

(Print Title of Authorized Personnel)

(Signature of Authorized Personnel)

(Date)