

Spring Creek Association GUIDELINES

1. It is required all users of the Spring Creek Association fields' request use through the SCA President. Assigning facilities is the sole responsibility of the President. Your league representatives must attend a scheduled meeting with President and/or the Board of Directors at the beginning of each and every season or permits may not be issued. If your league does not attend this scheduled meeting with the prior to the season you will ***not*** receive a field permit, which will result in your league not being able to play for that year. **This application will be accepted thirty days in advance of each seasons start date.**
2. Each league is required to supply a current list of league officers, practice schedules, playing schedules and tournament dates. This list is needed **PRIOR** to the start of league field use. **PLEASE DO NOT ASSUME WE KNOW YOUR PLAYING AND TOURNAMENT SCHEDULES.**
3. Your league must secure and maintain a policy of liability insurance in the amount of \$1,000,000 per occurrence. The insurance policy must name the **Spring Creek Association** and its employees and agents as additional insured and must provide for 30 days written notice of cancellation.
4. Please do not change any buildings, backstops, fields, dugouts, field proper, concessions, etc., until it is approved through the Spring Creek Association President. Construction or placement of foreign objects on any field or surrounding area by individual leagues is prohibited. Field improvement and enhancement suggestions are accepted in writing for consideration and budgeting purposes only. Should your league place or install any improvements to the fields (scoreboards, bleachers, etc), the improvements will become part of the facilities and will not be allowed to be removed from the facilities and shall be allowed to be used by other patrons of the facilities.
5. Do NOT attempt to change/adjust irrigation clocks and please inform your coaches not to do so. Call the Spring Creek Association and they will make the necessary adjustments.
6. Please allow ample time (the more, the better) for requests for service to fields. If you have a tournament coming up, please request services at least two weeks in advance.
7. Please remind your coaches to set a good example for children and fellow team members. For example: it doesn't look good when the coach breaks into a field building or cuts off a lock while everyone is standing around watching. This isn't good citizenry.
8. Unfortunately, for repairs we must make, due to facility break-ins, irrigation system tampering, recurring electrical mishaps due to overloading the circuit (**BY LEAGUE MEMBERS**), we will be charging the above league for overtime and repairs.
9. We will require two sets of keys to every lock you install. In case of an emergency, we will then not have to cut the locks off.
10. All leagues are responsible for their own electricity bills.
11. Please use common sense regarding lighting. **Turn the lights on when it gets dark and off as soon as the game ends.** Encourage coaches/parents/players to talk at their cars, not on the fields under the lights.
12. **All youth leagues are required to pay a \$15.00 player fee per player, per sport season to the Spring Creek Association accompanied with a full roster of each player in your league. All adult leagues are required to pay a \$25.00 player fee per player accompanied with a full roster of each player in your league. This money will be used for repairs, improvements and any other requests that may be needed for the designated fields. Payment is due to the Spring Creek Association within thirty days of the first practice, game, or field use EACH season (travel season is separate from league season. The only exception to this rule is if the player has already been paid for during that season because they played in a league (same sport), they do not have to pay twice for a travel team. All players from outside of Spring Creek must pay the player fee. Spring Creek only teams will have precedent over teams who have outside Spring Creek players. This may mean the SCA will reschedule your practice times and days because a Spring Creek only team requested fields.**

In signing this form I agree to adhere to the above guidelines:

Signature of League President

Date

Signature of League Secretary/Treasurer

Date

**Spring Creek Association
2018 LEAGUE INFORMATION/STATS**

DATE ____ / ____ / ____

This information is designed to assist our department to plan for **future parks and recreation** needs. It is important that we receive your response within two weeks after your league play begins.

LEAGUE: _____

SUBMITTED BY: _____ **TITLE:** _____

OF TEAMS **AVERAGE # OF** **AGES OF**
IN LEAGUE: _____ **PLAYERS PER TEAM:** _____ **PLAYERS:** _____

OF LEAGUE GAMES **# OF PRACTICE GAMES**
EACH TEAM PLAYS: _____ **ASSIGNED EACH TEAM:** _____

COST PER PLAYER: \$ _____ + _____ **COST PER TEAM SPONSOR:** \$ _____

EQUIPMENT INCLUDED WITH COSTS: _____

COST OF ADVERTISEMENT SIGNS SOLD: \$ _____ **# OF AD SIGNS SOLD:** _____

DOES YOUR LEAGUE OPERATE A CONCESSION?: YES _____ NO _____

LOCATION OF CONCESSION: _____

DO YOU SHARE CONCESSION REVENUE
W/ ANOTHER LEAGUE?: YES ___ NO ___ **IF YES, WHICH LEAGUE?:** _____

DID YOU PROVIDE THE SPRING CREEK ASSOCIATION WITH AN INSURANCE CERTIFICATE
NAMING THE SCA AS CO-INSURED?: YES ___ NO ___ **IF NO, WHY?** _____

DATE ISSUED: ____ / ____ / ____ **EXPIRATION DATE** **AMOUNT OF**
OF POLICY: ____ / ____ / ____ **COVERAGE:** \$ _____

NOTES OR COMMENTS: _____

(Complete all forms and return to the Spring Creek Association, 401 Fairway Drive, Spring Creek NV)

Spring Creek Association
2018 FIELD PERMIT

GUIDELINES AND HOLD HARMLESS AGREEMENT

The undersigned wishes to use certain SPRING CREEK ASSOCIATION facilities known as the:

on the _____ day of _____ from (month) _____ to (month) _____ for the purpose of _____.

The provisions of this agreement apply to myself, my entity, group, or organization and our invitees or guests. I agree to abide by all applicable rules and regulations relating to the property. Failure to do so may result in revocation of permission to use the facilities and an order to vacate the premises.

I agree to reimburse SPRING CREEK ASSOCIATION for any damages done to its property by myself or any other person associated with my group or myself. I also agree to save and hold SPRING CREEK ASSOCIATION and its officers, agents, servants and employees harmless from any claim by any person or damage to any property arising out of my activities at the facilities except those directly and proximately resulting from the intentional or negligent acts of SPRING CREEK ASSOCIATION employees acting within the scope of their official duties.

I agree to give SPRING CREEK ASSOCIATION prompt and timely notice of any claims made or suit instituted which may directly or indirectly affect SPRING CREEK ASSOCIATION or its officers, agents, servants and employees.

I agree to reimburse SPRING CREEK ASSOCIATION for any expenses incurred in responding to or defending any claims or suits, including the reasonable value of any services rendered or time spent by SPRING CREEK ASSOCIATION officers or employees in responding to or defending such claims or suits.

I also agree to obtain and maintain a policy of General Liability Insurance (Occurrence form) in the amount of \$1,000,000 as is required by the SPRING CREEK ASSOCIATION. Said policy shall be endorsed to include the SPRING CREEK ASSOCIATION as an insured with respect to liability arising out of my activities pursuant to this Agreement. Proof of coverage shall be provided in the form of a Certificate of Insurance, or any other documentation required by the SPRING CREEK ASSOCIATION, and shall provide thirty (30) days notice of cancellation to SPRING CREEK ASSOCIATION. SPRING CREEK ASSOCIATION's acceptance of such insurance certificates shall not relieve me of liability nor shall the amount of insurance limit my responsibility.

If I fail to secure insurance, SPRING CREEK ASSOCIATION may, as its option, secure such insurance and I will be responsible to reimburse SPRING CREEK ASSOCIATION for the expenses incurred.

Only those agents of LICENSEE approved by SCA shall be authorized to use the FACILITIES for LICENSEE purposes. SCA, in its sole discretion, may limit the number of approved LICENSEE agents who have access to the FACILITIES.

Without limiting any other rights of SCA, SCA reserves the right to revoke, at any time, the on-site privileges of any LICENSEE agent if SCA determines that the agent conduct is improper or may jeopardize the operation or safety of FACILITIES or any activities conducted at the FACILITIES.

LICENSEE's right to use the FACILITIES shall extend to the FACILITIES identified and any equipment installed at the FACILITIES during the term of this Agreement. SCA may remove or install structures or equipment from the FACILITIES at its discretion. SCA will give ten (10) days written notice to LICENSEE if additional charges are associated with the use of any equipment installed at the FACILITIES that are not included in the Use Fee specified.

At times, FACILITIES may require repair and/or maintenance, and use may be limited during that time. SCA will notify sports teams as SCA sees fit if field usage will not be granted or available. The Spring Creek Association will split field usage with organizations as the Spring Creek Association sees fit. At no time does one organization take precedent over another based on their tenure.

LICENSEE and its agents shall comply with all rules and regulations adopted by SCA regarding the use of common and public areas, including, but not limited to, restrooms, concession equipment and areas, entrances/exits, signage, bleachers, dugouts, fields, parking lots, and other areas comprising the FACILITIES, as they may, from time to time exist.

LICENSEE shall be responsible for the supervision and control of its agents and their activities on all SCA premises when such agents are within the scope of their agency relationship with LICENSEE. In no event shall SCA, or its employees or agents, be liable for any use or misuse by LICENSEE, or by LICENSEE's agents, of the FACILITIES, or for

any loss, claim, damage or liability of whatsoever kind or nature that may arise in connection with this Agreement.

At all times relevant to its use of FACILITIES, LICENSEE shall comply with all applicable federal, state, and local laws and rules, including those issued by the Elko County Government, Elko County Fire Protection District, Department of Health & Human Services, the SCA Rules and Regulations, Declaration of Reservations, and Committee of Architecture.

LICENSEE shall not drive motorized vehicles on fields, or any SCA common areas not designated for vehicular transportation. Gambling of any kind is prohibited at FACILITIES. Smoking of any kind is prohibited at FACILITIES. Glass containers are prohibited at FACILITIES.

The FACILITIES shall be used for the Purpose identified in this agreement and no other use will be permitted.

LICENSEE shall not use the SCA name to suggest endorsement or sponsorship of the event without prior written approval of the SCA General Manager or his/her designee. LICENSEE's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.

Under no circumstances shall LICENSEE sublease or allow any other organization, association or individual(s) to use the FACILITIES for the period for which LICENSEE has contracted.

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Each league is required to supply a current list of league officers, practice schedules, playing schedules and tournament dates. This list is needed **PRIOR** to the start of league field use. **PLEASE DO NOT ASSUME WE KNOW YOUR PLAYING AND TOURNAMENT SCHEDULES.**

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Do NOT attempt to change/adjust irrigation clocks and please inform your coaches not to do so. Call the Spring Creek Association and they will make the necessary adjustments.

Please allow ample time (the more, the better) for requests for service to fields. If you have a tournament coming up, please request services at least two weeks in advance.

Please remind your coaches to set a good example for children and fellow team members. For example: it doesn't look good when the coach breaks into a field building or cuts off a lock while everyone is standing around watching. This isn't good citizenry.

Unfortunately, for repairs we must make, due to facility break-ins, irrigation system tampering, recurring electrical mishaps due to overloading the circuit (**BY LEAGUE MEMBERS**), we will be charging the above league for overtime and repairs.

We will require two sets of keys to every lock you install. In case of an emergency, we will then not have to cut the locks off.

All leagues are responsible for their own electricity bills. Please use common sense regarding lighting. **Turn the lights on when it gets dark and off as soon as the game ends.** Encourage coaches/parents/players to talk at their cars, not on the fields under the lights.

All youth leagues are required to pay a \$15.00 player fee per player, per year to the Spring Creek Association accompanied with a full roster of each player in your league. EACH AND EVERY PLAYER must have a signed **PLAYER ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT on file with the Spring Creek Association offices prior to participating in a league or at a field operated by the Spring Creek Association.** Failure to provide this waiver may jeopardize the organizations use of the fields. All adult leagues are required to pay a \$25.00 player fee per player accompanied with a full roster of each player in your league. This money will be used for repairs, improvements and any other requests that may be needed for the designated fields. Payment is due to the Spring Creek Association within thirty days of the first practice, game, or field use EACH season, no exceptions.

This Agreement shall be interpreted and construed in accordance with the laws of the State of Nevada, with proper venue being in the Fourth Judicial District court in and for the County of Elko. No modification, amendment, waiver or release of any provision of this Agreement, or of any right, obligation, claim or cause of action arising from this Agreement, shall be valid or binding for any purpose unless in writing and duly executed by authorized representatives of the parties. Neither party shall assign its rights under this Agreement without the prior written consent of the other party. Either party shall have

the right to terminate this Agreement without cause upon thirty (30) days' written notice to the other party.

If (i) LICENSEE fails to comply with the terms in this agreement after SCA has given written notice of such default to LICENSEE, or (ii) LICENSEE breaches any provision of this Agreement and fails to cure the breach within ten (10) business days after SCA has given LICENSEE written notice specifying the nature of the breach, then SCA may terminate this Agreement on the termination date specified in the notice. SCA may extend the cure period beyond ten (10) days if SCA determines that the breach cannot reasonably be cured within ten (10) days.

All notices given under this Agreement shall be in writing and deemed given (a) when personally delivered; (b) three (3) days after having been sent by United States registered or certified mail, postage prepaid, return receipt requested; or (c) one (1) day after deposit with a commercial overnight courier with confirmed verification of delivery, and addressed:

(Either party may, upon prior written notice to the other, specify a different address for notices.)

To SCA: Spring Creek Association
 401 Fairway Drive
 Spring Creek, NV 89815

I certify that I have the authority to enter into this agreement on behalf of the entity or organization described below and I am executing this agreement on its behalf.

DATED this _____ day of _____, 20__.

_____ Title
Authorized Signature

_____ Date
Name of Organization

_____ Title
SCA Signature

_____ Date

Spring Creek Association

PLAYER ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT

Nature of the Activity: The Spring Creek Association (hereafter referred to as SCA) operates fields in which offers players the opportunity to participate in a number of recreational activities including, but not limited to, soccer, baseball, softball, and football. These activities can help produce many benefits for clients of all ages - including pleasure, opportunity for competition, improved physical fitness, more attractive appearance, more energy, greater enjoyment of life, and many health benefits. However, while there are many benefits associated with these activities, SCA feels it is important that the PARTICIPANT/PARENT (which refers to either an ADULT Participant, **OR** a MINOR Participant and PARENTS/GUARDIANS) knows that activities held on SCA operated and/or owned facilities range from very mild to very strenuous; consequently, these, like all physical activities, involve some risks of injury that are inherent to the activity. These activities taken place at SCA operated and/or owned facilities can be very strenuous; hence, there is always the possibility of injury. **SCA feels that it is important that the PARTICIPANT/PARENT understands that all physical activities include some inherent risks.** Some of the *inherent risks* of the activities at SCA operated and/or owned facilities such as , soccer, baseball, softball, and football include: landing wrong, colliding with other participants or stationary objects, landing on another participant, over-exertion, attempting flips, tricks and/or aerial maneuvers of any kind that are beyond participant's capacity, landing on a hard or soft surface, unexpected failure of equipment, erratic behavior of other participants, and supervisory or judgment error by supervisory league representatives or SCA staff, exhaustion and others. Further, **SCA feels that it is important that the PARTICIPANT/PARENT understands the three types of injuries that can occur and that SCA should not be held liability if any injury occurs, at any time, for any reason.** First is the common *Minor Injury*. This type includes, but is not limited to, muscle strains and sprains, bruises, abrasions, and contusions. The second type of injury is the *Serious Injury*. Examples of serious injuries are broken bones, ligament and joint injuries, concussions, and eye injury. These are rare, but do occasionally occur. The third type of injury is the *Catastrophic Injury*. Some examples of catastrophic injury are brain injury, paralysis, heart attack, and death. Even though the likelihood of such an injury is very remote, we feel that the PARTICIPANT/PARENT should be aware of all possibilities.

Assumption of Inherent Risks: I, the PARTICIPANT/PARENT, have read the above information and **know** that SCA operated and/or owned facilities may have events or sports leagues use their facilities that pose inherent risks which vary with the activity. **I understand the demands** of those activities relative to my physical condition and skill level, and **I appreciate the types of injuries** that may occur as a result of events, programs, or leagues held at SCA operated and/or owned facilities and their potential impact on my well-being and lifestyle. **I hereby assert that my participation is voluntary and that I knowingly assume all inherent risks.**

Waiver of Liability for Ordinary Negligence: In consideration of permission to use the SCA operated and/or owned facilities Or participate in programs, leagues, or events at these facilities, today and on all future dates, **I**, the PARTICIPANT/PARENT, on behalf of myself, my spouse, my heirs, my parents or guardians, personal representatives, and assigns [hereafter referred to as *Releasing Parties*] **do hereby release, waive, discharge, and covenant not to sue SCA**, its owners, directors, officers, affiliates, employees, volunteers, independent contractors, equipment providers, and agents [hereafter referred to as *Protected Parties*] from liability from any and all claims arising from the ordinary negligence of SCA or the protected parties.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in activities held at SCA operated and/or owned facilities (including, but not limited to, instruction, individual or group play, competition, classes, observation, individual use of facilities or equipment, and all premises including the associated sidewalks and parking lots); and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification Agreement: **I**, the PARTICIPANT/PARENT, also **agree to hold harmless, defend, and indemnify SCA** (that is, defend and pay any judgments and costs, including investigation costs, attorney's fees, and related expenses) from **any and all claims** of *Releasing Parties* or others acting on my behalf, arising from my participation in the activities held at SCA operated and/or owned facilities or in SCA activities, (including those **arising from the inherent risks** of the activity or the **ordinary negligence** of *Protected Parties*). I further agree to hold harmless, defend, and indemnify SCA against any and all claims of co-participants, rescuers, and others arising from the conduct of the participant while on the premises of SCA.

Clarifying Clauses: **1)** I, the PARTICIPANT/PARENT, confirm that this agreement **supercedes any and all previous oral or written promises or agreements**. I understand that this is the entire agreement between me and SCA and cannot be modified or changed in any way by representations or statements by any agent or employee of SCA. **2)** I further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as

is permitted by the laws of the State of Nevada and that **if any portion thereof is held invalid**, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. **3)** I also understand that if any legal action is brought, the appropriate trial court for the County of Elko in the State of Nevada has the sole and **exclusive jurisdiction** and that only the substantive laws of the State of Nevada shall apply. **4.** In the event of a dispute, I, the PARTICIPANT/ PARENT, agree to engage in good faith efforts to **mediate** a settlement. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that *all disputes, controversies, or claims arising out of my participation at SCA operated and/or owned facilities shall be submitted to **binding arbitration** in accordance with the applicable rules of the American Arbitration Association then in effect.*

Acknowledgment of Understanding: I, the PARTICIPANT/PARENT, have read this Agreement and understand that I am **giving up substantial rights**, including the right of both the participant and the parent or guardian to sue for damages in the event of death, injury or loss. I, the PARTICIPANT/PARENT, acknowledge that I am **voluntarily signing** this agreement, and **intend my signature to be a complete release of all liability, including that due to the inherent risks participating at events or programs held at SCA owned or operated facilities or the ordinary negligence of the Protected Parties**, to the greatest extent allowed by law of the State of Nevada. *Additionally, I, the Parent/Guardian of a minor participant, assert that I have explained the risks of activities held at SCA operated and/or owned facilities to my minor son or daughter and that he or she understands this Agreement.*

Player Information

First Name _____ Middle Name _____ Last Name _____
 Male/Female? _____ Date of Birth _____ Email _____
 Emergency Contact's Name _____ Number _____

Player Information

First Name _____ Middle Name _____ Last Name _____
 Male/Female? _____ Date of Birth _____ Email - _____
 Emergency Contact's Name _____ Number _____

Parent/Guardian Information

First Name _____ Middle Name _____ Last Name _____
 Male/Female? _____ Date of Birth _____ Email _____
 Emergency Contact's Name _____ Number _____

Parent/Guardian Information

First Name _____ Middle Name _____ Last Name _____
 Male/Female? _____ Date of Birth _____ Email _____
 Emergency Contact's Name _____ Number _____

Parent(s) or Court-Appointed Legal Guardian(s) must sign for any participating minor (those under 18 years of age) and agree that they and the minor are subject to all the terms of this document, as set forth above. (Caution: Non-Legal Guardian signing becomes financially responsible for injury). By signing below the Parent or Court-Appointed Legal Guardian agrees that they are also subject to all the terms of this document, as set forth above. (Caution: Non-Legal Guardian signing becomes financially responsible for injury).

DATED this _____ day of _____, 20__.

League/Event/ Group/Activity Participating In: _____ SCA Site _____

Start/End Date of League/Event/ Group/Activity _____

 Parent/ Guardian Signature Relationship to Player Date

 League/Event/ Group/Activity Witness Signature Title Date