



City of Victorville Recreation & Department  
**RECREATION DIVISION**  
 14973 Joshua Street, Victorville, CA 92394  
 Phone: 760/245-5551 Fax: 760/951-3804  
 E-mail: VictorvilleRec@VictorvilleCa.Gov

<b>OFFICE USE ONLY</b>
Rcvd By: _____
Rcvd Date: _____
Rcvd Time: _____

**Permit #** \_\_\_\_\_

**GATHERING PERMIT** *(Not a reservation)*

Park to be used: \_\_\_\_\_ Event Date: \_\_\_\_\_

Hours of Use: From \_\_\_\_\_ am/pm To \_\_\_\_\_ am/pm

Name of Applicant \_\_\_\_\_ Phone: Home \_\_\_\_\_ Other \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Organization Name: \_\_\_\_\_ Email address \_\_\_\_\_

Purpose \_\_\_\_\_ Number of People Attending \_\_\_\_\_

Description of Event \_\_\_\_\_

Bounce House, Jumper or Inflatable Apparatus being used?  Yes  No If Yes, MUST select from list provided by office

You may pick up a copy of this permit after it is approved or request it emailed to you. (Select ONE) Pick up \_\_\_\_\_ E-Mail \_\_\_\_\_

Pursuant to Chapter 14.04 of the Municipal Code, it is unlawful to 1) consume alcoholic beverages in any City park, 2) light or maintain any fire, or cook, prepare or serve any food; except at a barbecue or other place provided for that purpose, 3) disturb the peace and quiet by any loud or unusual noise, or use of any electrical, amplified, or DJ equipment, unless used for a City-sponsored event, and 4) hold or conduct any picnic, celebration, gathering, or meeting of any group over 25 persons without a permit. Use of a bounce house, jumper, or large inflatable apparatus is subject to the approval of the Recreation Services Manager and the vendor must have on file, in the Recreation Office, a Certificate of Insurance for \$1,000,000 General Liability, naming the City of Victorville as additional insured, along with the specific site address.

**All Gathering Permits must be submitted at least 2 weeks in advance of event date.**

**NOTE: THIS IS NOT A RESERVATION**

This Gathering Permit must be approved by the Recreation Services Manager.

I have carefully read the rules and regulations for use of facility described above, and agree to abide by them. Further, I have carefully read the Release of Liability and Indemnity Agreement on the back of this form and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Recreation & Library Department and/or City and sign it.

\_\_\_\_\_  
 Applicant's Signature Date

\_\_\_\_\_  
 Recreation Division Approval Date

**You must keep a copy of this permit with you at your gathering.**

**OFFICE USE ONLY**

Special notes: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<input type="checkbox"/>	Copy Facilities Division
<input type="checkbox"/>	Copy Parks Division
<input type="checkbox"/>	Copy Recreation Staff
<input type="checkbox"/>	Copy Other _____

**RELEASE OF LIABILITY & INDEMNITY– FACILITY USE AGREEMENT**

In consideration of the use of the property, facilities, and/or equipment of the City of Victorville’s Recreation & Library Department (“R&LD”) or any other branch of the City of Victorville (“City”), the undersigned PERMITEE agrees as follows:

1. **ASSUMPTION OF RISK:** PERMITEE ASSUMES ALL RISKS THAT ARISE OUT OF THE USE OF THE PROPERTY, EQUIPMENT OR FACILITIES, including but not limited to, death, bodily injury or property damage.

2. **RELEASE:** The PERMITEE on behalf of himself/herself and his/her heirs, successors, assigns and anyone claiming through or under any of the foregoing, hereby RELEASES, acquits and forever discharges R&LD, City, any successors and assigns,(the “RELEASED PARTIES”) and all past present and future officers, employees, agents, representatives, attorneys, accountants, and insurers of the RELEASED PARTIES, of and from any and all claims, damages, debts, demands, obligations, costs, expenses, accounts, losses, liabilities, liens, actions, proceedings and causes of action of every kind or nature, whether known or unknown, suspected or unsuspected, arising out of the use of the R&LD or City property or facility, including those based on death, bodily injury or property damage whether or not caused by the acts, omissions, negligence, or fault of third parties or of the RELEASED PARTIES.

3. **WAIVER:** The PERMITEE waives the protection afforded by statute or law in any jurisdiction including California Code Section 1542 whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know of or suspect at the time of executing the release. This means, in part, that the PERMITEE is releasing unknown future claims.

4. **INDEMNIFICATION:** The PERMITEE agrees to indemnify, defend, and hold harmless the RELEASED ENTITIES from and against all claims, damages, demands, obligations, costs, expenses, accounts, losses, liabilities, causes of action, damage judgments, and/or attorney’s fees which in any way arise from the use of the R&LD or City property, facilities or equipment which include, but are not limited to, damages to or destruction of any property of the RELEASED PARTIES, injury or death of the PERMITEE or any other person, any claims arising, or alleged to arise, from the use or condition of the property, facilities or equipment, or any claims arising, or alleged to arise, out of the acts, negligent or otherwise, of the PERMITEE, any third parties, or of the RELEASED PARTIES. PERMITEE’s obligations under the preceding sentence shall apply regardless of whether R&LD and/or City or any of its officers, officials, employees, agents or authorized volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or authorized volunteers. PERMITEE’s provision of insurance as required herein shall not act to release or otherwise limit the PERMITEE’s indemnity obligations contained in this section.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND R&LD AND/OR CITY AND SIGN IT ON MY OWN FREE WILL.

Date: \_\_\_\_\_

\_\_\_\_\_  
PERMITEE