# APPLICATION FOR USE OF BURRIS PARK GENERAL ACTIVITY AND RECREATIONAL USE

Kings County Office of Education Curriculum Services Department 876 East D Street Lemoore, CA 93245 Phone: (559) 589-7019 E-mail: Laura.Lutz@kingscoe.org Burris Park Foundation P.O. Box 571 Hanford, CA 93232 E-mail: <u>burrispark@kingscoe.org</u>

Thank you for your request to use Burris Park. Please complete this form and return it to our office with a Certificate of Insurance at least 2 weeks prior to your requested date of use. Once this information is received, we will confirm your request. Email your request or any questions to: Laura.Lutz@kingscoe.org.

#### **Organization Information**

Name:	
Phone:	
Address:	

# **Event Organizer Contact Information**

Name:	Phone:
Email Address:	

**IMPORTANT**: Field trips of one class will be led by the Outdoor Educator. Field trips with multiple classes will be split into groups to be led by classroom teachers and the Outdoor Educator.

# **Field Trip Information**

Date:	# of Students:	Grade:	# of Busses:
Date:	# of Students:	Grade:	# of Busses:
Date:	# of Students:	Grade:	# of Busses:
Date:	# of Students:	Grade:	# of Busses:
Date:	# of Students:	Grade:	# of Busses:
Arrival Time:		Departure Time:	

#### TERMS & CONDITIONS THESE PROVISIONS CANNOT BE DELETED

**INSURANCE:** Organization agrees to obtain at its sole expense and to provide evidence of liability insurance providing for minimum liability coverage of \$1,000,000 for bodily injury or property damage arising from the use of facility. Such policy must provide coverage on an occurrence basis. Except as those organizations exempt from such a requirement, by law, such liability insurance policy or policies shall name the KINGS COUNTY OFFICE OF EDUCATION AND BURRIS PARK FOUNDATION: THEIR OFFICERS, AGENTS, AND EMPLOYEES, INDIVIDUALLY AND COLLECTIVELY; AS ADDITIONAL INSURED WITH RESPECT TO ALL MATTERS RELATING TO OR ARISING OUT OF THIS AGREEMENT. Such coverage for additional insured shall apply as primary insurance. Any other insurance, or self-insurance, maintained by the Kings County Office of Education or Burris Park Foundation, their officers, agents and employees, individually and collectively, shall be excess only and non-contributing with insurance provided under Organization's policies. Organization's insurance shall not be cancelled or changed without a minimum of one week's advance written notice to the Kings County Office of Education and Burris Park Foundation.

**LIABILITY:** Organization will be liable for injuries resulting from the negligence of the Organization during the use of the facilities or grounds and for all other resulting damage or injury except those for which Kings County Office of Education and/or Burris Park Foundation is held to be specifically liable by a court of competent jurisdiction. To the extent permitted by law Organization hereby agrees to indemnify and hold harmless the Kings County Office of Education and Burris Park Foundation, their agents and employees, from all claims, actions, demands, liability, responsibility, damages, loss, cost and expense of any nature whatsoever arising from Organization's use. Organization will also be liable for any destruction of property and may be charged an amount equal to all damages and further use of facilities may be denied.

**IMPROPER USE:** Any use by an individual, society, group, or organization for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrowing of the government of the United States or the state by force, violence, or other unlawful means shall not be permitted or suffered. By signing this agreement the undersigned agrees, to the best of his or her knowledge, that the property for use of which application is hereby made will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrowing of the government of the United States by force, violence or other unlawful means; and that, the Organization on whose behalf he or she is making application for use of property, does not, to the best of his or her knowledge, advocate overthrowing of the government of the United States or the State of California by force, violence, or other unlawful means, and that, to the best of his or her knowledge, it is not a Communist action organization or Communist front organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalty of perjury.

PROTECTION OF PROPERTY: Park Property must be protected from damage or mistreatment, and each third party user must be responsible for the condition it leaves the facilities or grounds. In case property is damaged, or must be cleaned as a result of such use, the same shall be paid or reimbursed by the Organization.

This Agreement is not effective until signed by the Authorized Kings County Office of Education/Burris Park Foundation Representative.

Date	Signature of Organization's Representative (Superintendent or Assistant Superintendent)			
	KCOE Use Only			
Museum Approval: (if applicable)			/Date	
Laura Lutz, Outdoor Education Program Te	eacher	Date		
Approval Notice to:  □ Park Superint	endent (FAX 582-2506)	□ Applicant	□ Burris Park Foundation	