

WESTCLIFFE
BLUFF PARK FACILITY RULES AND REGULATIONS

1. **Special Use Park Permit:** Application for the permit must be submitted to The Town of Westcliffe Town Clerk at least 60 days before the date of the event. All fees and deposits must be paid in full at least 30 days prior to the event. The permit must be in the possession of the group while the site is in use. Permits are non-transferable and non-refundable. The Town of Westcliffe reserves the right to restrict activities at any given time. Any violation of the Town of Westcliffe policies, rules, regulations or guidelines may result in immediate revocation of the permit.
2. **Usage Priority:** If a site use has been permitted, the user has exclusive use of site or facilities (see map).
3. **Insurance:** User shall provide insurance coverage for the Activity, Event or Program as provided below:
 - Prior to the Town's execution of this Agreement, the User shall provide to the Town evidence of liability and property damage coverage and evidence of liquor liability coverage and insurance applicable to the Event in the minimum amount of \$1,000,000.00 and a copy of the policy endorsement. Certificate is to read as follows with this **exact** language:
ADDITIONALLY INSURED, TOWN OF WESTCLIFFE, its OFFICERS, OFFICIALS AND EMPLOYEES.
4. **Attendee Conduct:** The User is responsible for his/her/its actions and the actions of gathering attendees.
5. **Restroom Facilities:** Port a lets are required Please see requirements. At users expense.
6. **Daily Park Hours:** Westcliffe's parks are open for public use from 6 a.m. to 10 p.m. The Bluff Park Facility is closed for public use from 10 p.m. to 6 a.m. Exceptions must be in writing.
7. **Vehicle Access:** No motor vehicles are permitted on park lawns, turf, restricted roadways, and bicycle/pedestrian pathways without the Town of Westcliffe Park Supervisor on site. Contact the Parks Supervisor before your event for special arrangements.
8. **Camping:** No camping or RV parking is allowed on the North Park Lot. Generators may be restricted.
9. **Disposal of Waste Materials:** Trash must be properly disposed of in dumpsters or trash barrels daily or as needed. No trash shall be left outside existing trash containers. Extra trash must be removed from the park facility upon leaving. In the case of rented dumpsters, they must be removed as soon as possible. Due to potential damage to vegetation, grease must be properly disposed of off-site.
10. **Horse Trailers Prohibited.** The parking and use of horse trailers is prohibited.
11. **Glass Bottles/Containers:** Glass bottles and containers are prohibited. Exceptions: Allowed only if a Special Events Permit (Liquor) is in place and only behind the bar.
12. **Alcohol Beverages:** No alcohol beverages may be possessed, consumed or provided, unless the permit holder has been issued a Special Event Permit from the Town of Westcliffe and the State Liquor Authority. All provisions of the Colorado Liquor code and local law related to liquor apply. For private events you must contact the Town Clerk.

13. **Amplified Sound/Noise violations:** Amplified sound (i.e.: P.A. system, music) is prohibited unless specifically approved by the Town. Any noise level measuring in excess of fifty (50) decibels at or immediately adjacent to the property boundary upon which the noise originates, is a noise disturbance and not allowed. Noise violations will be strictly enforced (amplifiers, stereos, etc.). Violators may be ticketed and fined. Violators may be removed from the park facility by Town staff or the Sheriff's Office. Generators are allowed from 6:00 a.m. to 10:00 p.m.

14. **Canopies and tents:** Canopies and tents may be used upon approval by the Town. Canopies and tents shall not be erected without the Park Supervisor on site.

15. **Signage:** Signs, banners, party decorations, and canopies may not be attached to trees, or other park structures, or blocking areas, including sidewalks, parking lots, paths, and roadways unless otherwise approved.

16. **Prohibited activities:** Prohibited activities/items may include, but are not limited to, aircraft, air castles, carnivals, climbing walls, dunk tanks, fireworks, golf, horseback riding, hot air balloons, inflatable games, model boats/airplanes, moon walks, petting zoos, pony rides, hammocks, ropes, search lights. Weapons, including but not limited to such items as knives, firearms, bows and arrows, martial arts weapons, are prohibited, except as permitted at a Town sanctioned event.

Some activities/items above may require prior approval to determine which location is suitable for the activity.

17. **Destruction of Property:** It is unlawful for any person, other than authorized personnel, to mark, remove, break, or climb upon or in any way injure, damage or deface the trees, shrubs, plants, benches, picnic tables or other structures or property within the park facility.

18. **Responsibility for Damage:** The User accepts the responsibility to pay any damage repair or any extraordinary cleaning expenses that may occur to the park facility due to the group's use.

19. **Gambling:** Gambling is prohibited.

20. **Grills:** The use of BBQ grills (charcoal, propane, portable fire pits, appliances, etc.) must be approved by the Park Supervisor. No fire is allowed during a fire ban as established by the Custer County Sheriff.

21. **Pollution of Waters:** Emptying of waste materials in any manner that pollutes the water is prohibited.

22. **Adult Supervision:** No reservation or permit shall be issued except upon satisfactory assurance that the park facility will be under the direct supervision of an adult (18 years of age or older).

23. **Failure to Obey:** Failure to obey park closing times, allowing unruliness by intoxicated members of the group, or harassment of Town staff or volunteers will warrant forfeiture of all reservation deposits.

24. **Compliance with laws, rules and regulations:** Every attendee shall fully comply with all rules and regulations of the Town of Westcliffe and all laws of the Town of Westcliffe and the State of Colorado.

25. **Damage deposit:** The damage deposit paid by the User shall be held by the Town of Westcliffe until Park Supervisor is able to inspect the area of the activity, event or program. The User will be notified in writing by mail of any damages resulting from the activity, event or program, and any amounts withheld from the damage deposit to repair such damage (to include removal of trash left).

By signing below, I/we hereby acknowledge that I/we have received a copy of the Westcliffe Bluff Park Facility Rules and Regulations, and that I/we have read and fully understand the content.

I/we release the Town of Westcliffe from and agree to save and hold harmless, defend and indemnify the Town of Westcliffe from all claims and damages or liability of any kind that may result from my/our performance of services or use or occupation of the park facility, including claims alleging negligence or other wrongful acts or omissions of the Town. I/we agree that neither the Town of Westcliffe, nor any of its officers, agents, volunteers, assistants, or employees shall be held responsible or made subject to any claims, including any claim for negligence, seeking to assess damages or liability for or arising from personal injury or property damage to self or others in attendance during the use of the park facility. I/we release and agree to save and hold the Town of Westcliffe harmless for any claims for damages to myself resulting from suspension, revocation or modification of the permit.

Name

Date

Name

Date