



ROSETTA CANYON SPORTS PARK
POLICIES AND FEES



Rosetta Canyon Sports Park Policy

Description

The intention of the Rosetta Canyon Sports Park is to provide industry leading facilities for sporting practices, games and tournaments. Through the specific planning of the facility it has been designed to maximize by offering five youth championship quality ballfields and up to collegiate level softball fields for local youth league and tournament play as well as drawing regional, state and national tournaments. The facility also has a league/tournament level Football field suitable for league and tournament play.

Allocation Procedures

The facility is primarily an economic development asset of the City to attract regional, state, and national events but weekday field allocations for resident youth leagues will be offered when available. All recreational leagues are to submit team rosters and team calendars for all teams. Scheduling will allow for adequate maintenance on all fields to maximize use throughout the year.

Tournaments will receive priority on all weekends and all holidays. All tournaments are treated equally.

Rosetta Canyon Weekend and Holiday Allocation Order

- A. City of Lake Elsinore Programs and Events (including Co-Sponsored)
- B. Youth Non-Profit Tournaments/Clinics
- C. Youth Non-Profit Sports Organizations
- D. Youth Commercial Tournament/Clinics
- E. Adult Non-Profit Sports Organizations (Football field use only)
- F. Adult Commercial Tournament/Clinic/League (Football field use only)

Rosetta Canyon Weekday Allocation Order

To qualify as a Non-Profit user:

- The organization must be registered as a not-for-profit corporation with the State of California. Non-Profit Organizations are those organizations that have evidence of Federal 501 c filing and state non-profit status.
- Organizations may be granted field use upon verification of Non-Profit status (defined above), proof of liability insurance of specified amount determined by City of Lake Elsinore, and national or state affiliation with an organization recognized for that sport. The purpose of this requirement is to verify that your organization has a governing body, which oversees the facilitation of your league(s). Organizations that do not meet all of these requirements will not receive a field allocation, but may be allowed to receive fields for use under hourly rates or For-Profit fees schedule as outlined in the Fees and Charges adopted by the City of Lake Elsinore (Exhibit A). All field allocation will be charged (assessed) the appropriate fee for use of field(s) and the facility. The City of Lake Elsinore

recognizes Lake Elsinore Girls Softball and Premier Softball Academy as long-standing, qualified non-profit sports club/league within the city for the last several years.

Tournament Allocation Procedures

All organizations must submit a Field Allocation Request Form 30 days prior to requested use and pay the required reservation fee.

Game and practice schedules are required to be submitted to the community services office no later than one week prior to the start of requested use.

Payment in full is required one week prior to the start of requested use. Fees not paid will result in loss of field use. A permit will be issued to all authorized users of a Lake Elsinore sports field. The allocated organizations will receive a permit upon receipt of tournament schedule for allocated field(s). Charges will be assessed by using the current Fees and Charges Schedule adopted by the City of Lake Elsinore or by agreement.

Fees and/or deposits must be paid IN FULL one week prior to tournament play or by agreement.

Tournaments/Athletic Special Event

- A. The City of Lake Elsinore may provide field space for all organizations wanting to host tournaments (based on availability). Other tournaments may be added dependent upon field availability. Organizations must submit a Tournament Reservation Form.
- B. Waiver forms are required from all participants (players, coaches, and umpires /Exhibit C)
- C. A \$500 non-refundable deposit is required a minimum of 30 days prior to tournament/event. This deposit will be returned unless extra costs are accrued.
- D. Organizations are required to pay in full no later than one week prior to tournament/event, and must provide general liability insurance naming "City of Lake Elsinore" as co-insured.
- E. To help maintain the quality of our fields, organizations must chalk and water fields throughout the duration of the tournament. The cost of initial field set up and grooming is included in the field rental charge. For multiple day tournaments fields will be groomed as often as the game schedule will allow.

Note: City of Lake Elsinore Based Local Non Profit Leagues are offered 1 FREE weekend (Friday 12:00pm through Sunday) tournament per calendar year at Rosetta Canyon Sports Park, subject to availability and it may not fall on a major holiday.

Prohibitions

The following items are not permitted in the park: tobacco products, electronic cigarettes, vapes, weapons, sunflower seeds, nuts with shells, glass, alcohol, gum, animals, metal cleats or spikes, barbeques, skateboards/bicycles/rollerblades, and golf balls. Dogs are allowed in the dog park



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designated area only. Violators may be fined and asked to immediately leave the facility. Vehicles are only allowed in the parking lots.

Liability Insurance

Facility user shall secure and maintain, throughout the period of use contemplated under this agreement, general liability insurance with policy limits of \$2,000,000 aggregate and \$1,000,000 per occurrence naming the City of Lake Elsinore as additional insured. FACILITY USER agrees to hold City of Lake Elsinore harmless and free from any liability of any nature arising out of the use of City recreational facilities and to include reimbursement of any legal costs and fees incurred in defense of such claims. This policy must be provided prior to receiving a permit for allocated fields.

Notice of Non-Use of Field

Any organization that has been allocated fields and does not intend to use them according to the permit, shall notify the Community Services office so that the field(s) can be re-allocated to allow other organizations the opportunity to utilize the fields. Failure to comply with this non-use of a field procedure may also result in revocation of allocated field(s) and restricted from future use.

Exhibit A – Fees

General Fees

- \$100 per field – All fields (except Blue) 4 Hour Play Block
(Blocks Beginning: 8am to Noon, Noon to 4 pm, 4pm to 8pm)
- \$125 per field – Blue Field - 4 Hour Play Block
(Blocks Beginning: 8am to Noon, Noon to 4 pm, 4pm to 8pm)
- \$175 Per Field/Per Day charge for Softball Fields (Green, Orange, Yellow, Red)
- \$200 Per Field/Per Day charge for Main Championship Field (Blue)
- \$13 Per Field/Per Hour for Lights
- \$200 Snack Bar Per Day Fee
- \$100 Snack Bar Reservation/Cleaning Deposit
- \$25 Snack Bar Key Deposit
- Cancellation Fee – 0% of Fee (More than 14 days' notice)
- Cancellation Fee – 20% of Fees (More than 7 days' notice less than 14 days' notice)
- Cancellation Fee – 50% of Fees (Between 2 days and 7 days' notice)
- Cancellation Fee – 80% of Fee (Less than 2 days' notice)
- Cancellation Fee Due to Weather/City Closing Park – 0% (Refund or Credit provided)

Lake Elsinore Non-profit League Youth Teams

Rosetta Canyon Sports Park - \$300 Per Season/Per Team – Rosters and Schedule Required

- All other sports fields - \$100 Per Season/Per Team – Rosters and Schedule Required
- Snack Bar Fee - \$200 per day
- \$13 Per Field/Per Hour for Lights – (metered usage)

Note: A season consists of January 1 – June 30th and July 1 – December 31st or per league season/schedule. Under one team fee, teams are allotted no more than (or a maximum of) two 2 hour practices per week and one 2-hour game per week.

Tournament Facility Fee

(Triple Crown Sports, PGF Softball, USA Softball, USSSA, Recreation Leagues, Little League, Etc.)

Friday, Saturday, and Sunday Tournaments

Fee: \$2,100

Period: Noon Friday until 10:00pm Sunday Night

Lights: Included

Saturday and Sunday Tournaments (Two Day Tournaments)

Fee: \$2,000 per Tournament

Period: 7:00 am Saturday until 10:00pm Sunday Night

Lights: Included

Exhibit B - Risks

Outdoor/Indoor facilities such as baseball, softball, soccer fields, football fields and basketball courts by their design and use have inherent hazards such as, but not limited to:

- Uneven and variable walking surfaces, seating, and standing areas and bleachers that vary by design, construction, and condition.
- Risks of injury from colliding with other persons, slipping, or falling on walking surfaces, bleachers, and stairways, and tripping over unknown objects which other persons may have left or discarded on the premises.
- Risk of injury from wayward flying objects that may be thrown or struck such as balls, bats, gloves, and other items that may not be reasonably foreseeable.
- Players, coaches, team personnel, and spectators may damage the premises or create hazards at any time without the knowledge of City of Lake Elsinore.

This list of risks is not and cannot be all inclusive. There may be other risks that can injure you. Players, coaches, team personnel, and spectators should always pay attention to the action at hand and be alert for objects headed their way and should listen to public announcements regarding safety during the event.

Players, coaches, team personnel, and spectators are responsible for their own safety while on these premises. If you do not wish to assume the risk of harm while attending a sporting event conducted at Rosetta Canyon Sports Park, then do not enter this facility. The City of Lake Elsinore will not be responsible if a player, coach, team personnel, or spectator is injured at a sporting event at this facility.

Exhibit C

WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Participant Name: _____

For and in consideration of PARTICIPANT's registration or use of City Facilities, Including Rosetta Canyon Sports Park, with City of Lake Elsinore, its affiliates, and any local sponsoring associations and member teams (hereafter, collectively referred to as "CITY") and PARTICIPANT's being allowed to participate in CITY events and member team activities, PARTICIPANT or PARTICIPANT's parent(s) or legal guardian(s) on behalf of PARTICIPANT (if PARTICIPANT is a minor or has a legal guardian) relinquishes and waives any and all claims and causes of action for personal injury, property damage or wrongful death in connection with, relating to or arising from any and all CITY events and member activities, wherever and however such personal injuries, property damage, or wrongful death occur. In the language which follows, any reference to a "PARTICIPANT" includes the PARTICIPANT and any and all of the PARTICIPANT's parent(s) or guardian(s) signing this waiver on behalf of such PARTICIPANT, and "CITY Activities" means any CITY events and member team activities.

To the best of his or her knowledge, PARTICIPANT acknowledges, understands, has full knowledge of, and assumes all risks inherent in each and all CITY Activities and understands that such sports and activities involve risks to PARTICIPANT, including possible bodily injury, partial or total disability, paralysis, death and other injuries and damages which may arise therefrom. PARTICIPANT further acknowledges and understands: (a) that such risks and dangers may be caused by the negligence of PARTICIPANT or negligence of others, including the "RELEASEES," identified below; and (b) that there may be risks and dangers in connection with or relating to CITY Activities not known or reasonably foreseeable at the present time.

PARTICIPANT acknowledges, understands and assumes the risks arising from use of or presence in or at facilities or premises in or at which CITY activities take place. PARTICIPANT further acknowledges, understands and agrees that included within scope of this Agreement are any claims or causes of action (a) arising from the performance or failure to perform maintenance or inspection or to supervise or control such facilities or premises; (b) relating to failure to warn of dangerous conditions existing in or at such facilities or premises; (c) arising from negligent selection, appointment or retention of any RELEASEES; and (d) arising from negligent supervision or instruction of or by any RELEASEES.

PARTICIPANT UNDERSTANDS AND AGREES THAT AN EXPRESS PURPOSE OF THIS AGREEMENT IS TO EXEMPT, WAIVE AND RELEASE RELEASEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE AND WRONGFUL DEATH CAUSED BY NEGLIGENCE, INCLUDING ANY NEGLIGENCE BY ANY RELEASEES.

PARTICIPANT expressly acknowledges and agrees that the activities at the event in which he or she is participating are dangerous and involve the risk of serious injury and/or death and/or property damage. PARTICIPANT further expressly agrees that the foregoing release, waiver, and indemnity provisions are intended to be as broad and inclusive as is permitted by the law of the



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state in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

"RELEASEES" mean City of Lake Elsinore, and each of its respective subsidiaries, affiliates and any sponsoring associations, member teams, event hosts, other PARTICIPANTS, coaches, officials, sponsors, advertisers, and operators of facilities and premises used for CITY Activities, and any and all officers, directors, agents, employees and representatives of any of the foregoing.

PARTICIPANT agrees that if any claims or causes of action relating to PARTICIPANT's personal injury or wrongful death or for property damage relating to or arising out of any CITY Activities are made or commenced against any RELEASEES, PARTICIPANT shall defend, indemnify and hold harmless such RELEASEES from such claims or causes of action and all damages and liabilities relating thereto, including reasonable attorneys' fees and costs and expenses to defend.

PARTICIPANTS AGREE THAT:

1. Before participating in any CITY Activities, participant will inspect the facilities, premises and equipment to be used, and if they believe that anything is unsafe, they will immediately advise their coaches or supervisors of such conditions and refuse to participate.
2. High school and college players must check their league/conference eligibility rules before the players or teams accept any awards, and such players understand that by accepting awards, they also accept the eligibility rulings which may be imposed.
3. It may be necessary to play games in adverse weather conditions due to the nature of the particular events.
4. Participant gives CITY the right to use any pictures/videos of the participant that CITY takes in connection with the event for advertising purposes.

PARTICIPANT ACKNOWLEDGES THAT HE OR SHE (A) HAD READ THE ABOVE PARAGRAPHS; (B) HAS NOT RELIED UPON ANY REPRESENTATIONS OF ANY RELEASEES WITHOUT REASONABLE VERIFICATION OR INQUIRY; (C) HAS, TO THE BEST OF HIS OR HER KNOWLEDGE AND TO HIS OR HER SATISFACTION, BEEN FULLY ADVISED OF THE RISKS AND POTENTIAL DANGERS OF CITY ACTIVITIES; AND (D) SIGNS THIS AGREEMENT VOLUNTARILY, UNDERSTANDING THAT THIS AGREEMENT IS NECESSARY IN ORDER FOR AMATEUR SPORTS EVENTS, SUCH AS THE CITY ACTIVITIES, TO EXIST IN THEIR PRESENT FORM.

_____(Initials) I have read and agree to the terms listed above.

Participant Name: _____

Print Name - Parent or Legal Guardian (if under 18): _____

Signatures: _____ Date: _____