



Bakersfield Southwest Baseball Inc.
P.O. Box 21374
Bakersfield, CA 93390-1374

AERA PARK RESERVATION WAIVER & CANCELLATION FEES

Applicant Name: _____

Applicant Address: _____

Applicant Phone #: _____ Applicant Email Address: _____

In consideration of my being permitted to use Aera Park, the risks of which are apparent to me, I hereby waive, release and discharge the City of Bakersfield, its Mayor, officers, employees, agents and assigns, and BSWB, Inc. from any and all claims for damage for personal injury, death or property damage which may occur to me as a result of my participation in this event. This release is intended to discharge in advance the foregoing parties from any and all liability arising out of, or in anyway connected with, said acceptance and receipt even though liability may arise out of the negligence or carelessness on the part of the persons or entities mentioned herein.

It is further understood and agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns. I agree to indemnify and hold free and harmless the foregoing parties from any loss, liability, damage, cost or expense which may incur as a result of any death, injuries, maintenance or property damage that may be sustained.

I have carefully read this agreement and fully understand its content. I am aware that this is a release of liability and sign it of my own free will.

Applicant, for himself/herself or the above organization and all members thereof, agree to abide by the rules and regulations as set forth in the Bakersfield Municipal Code, Section 12.56.

I, the undersigned, understand that as the renter of Aera Park for the purpose of a private party that I am responsible for monitoring the actions of all my guests and enforcement of all facility policies. **Any action that requires the Bakersfield Police Department response may result in the immediate cancellation of my activity and all guests may be required to leave the premises. I also understand that in the event my activity is forced to end prematurely, there will be no refund and all fees will be forfeited.**

I, the undersigned, agree that if I cancel my event more than 5 working days prior to the event, I will receive any fees paid, minus the cancellation fee of \$15 for residents and \$20 for non-residents and minus the sound permit fee of \$30 for residents and \$35 for non-residents. Refunds will not be issued due to inclement weather, however, we will be more than happy to reschedule your reservation if requested within five (5) working days of event. Electrical outlets are provided at designated areas, however, electricity is not guaranteed. I have been informed that if I want to use a jumper or bounce house, I must use a company that is approved by and has insurance on file with the City Recreation & Parks Department. If I provide my own jumper or bounce house, I must provide proof of insurance to the Recreation & Parks Department. If I do not follow these rules, I realize I may be subject to a fine or restitution. In addition, I will inform the company that a generator or source of power is required to be provided by them or myself. The Park at River Walk does not allow bounce houses/jumpers.

SMOKING NEAR PLAYGROUNDS: State law prohibits any person from smoking within 25 feet of any playground or tot lot sandbox area. Violations of this law are punishable by a fine of \$250 or more for each violation. (California Health and Safety Code section 104495) Please be respectful of this law.

Date: _____

Signature: _____

Print Name: _____