



School District Use Permit Addendum

This Permit Addendum applies solely to Applicant's status as a Community User pursuant to a Management and Services Agreement and General Indemnification Agreement between The City of Philadelphia, Department of Parks and Recreation (Parks & Rec), and The School District of Philadelphia (School District).

In receiving a Permit from Parks & Rec to use School District facilities, Applicant must agree to:

Follow the School District of Philadelphia Responsibilities, Rules and Regulations of Use

1. The Applicant assumes care, custody, and control during the period of use. The Applicant is responsible for monitoring and control of all its events at the facility and at the conclusion of the event each Applicant must return the facility in as good order as it was prior to the event.
2. The School District has the right to terminate the use of a facility by the Applicant for noncompliance with Board of Education Policy 707 or any building use requirements.
3. The Applicant is responsible for the cost of any damage, theft or vandalism that occurs during its use of the facilities.
4. If a school principal deems the use of a facility unsafe or counterproductive to the academic program of that school, the principal may, with written notice, discontinue or suspend use of their facility, concurrent use of their facility, or all uses of their facility.
5. No eating inside the facilities.
6. No youth under 18 years of age without proper supervision. At least one adult for every 15 youth is required.
7. Applicants scheduled to use a facility that will not be making use of such facility must inform Parks & Rec and the School District at least one week prior to the non-use. Groups that do not inform Parks & Rec and the School District one week in advance of its non-use may have their permits revoked.
8. Number of spectators may not exceed number allowed at the facility per School District policy.

Submit participant waivers

Applicant must submit a list of participants and a signed Release of Liability and Assumption of Risk Agreement form for each participant. Release forms and list must be submitted to a Parks & Recreation staff person prior to their use. These forms are available on Parks & Recreation's Registration Forms webpage (<https://www.phila.gov/documents/activities-registration-forms/>).

The Applicant must update the participation list and furnish Releases prior to the admission of any new participants or supervisors after use has begun. The school safety officer or other School District employee has the right to deny access to any person as to which a form or clearance is lacking.



PHILADELPHIA PARKS & RECREATION

Inspect and report any issues daily.

The Applicant shall inspect the areas of the premises which it intends to use prior to the period of use and shall immediately inform Parks & Rec and the School District in writing of any defects in any of those areas of the Premises which a visual inspection would reveal. If no communication listing defects is received by the School District as of the commencement of the Term of the permit, it shall be conclusively presumed that an inspection was made and no defects were found, provided Applicant shall not be deemed to have knowledge of any defects or conditions which could not be ascertained by a reasonable inspection of those areas of the premises.

Applicant assumes all legal liabilities for accidents and injuries, including death. Applicant accepts the Premises "AS IS," including, without limitation, all latent and patent defects, and without any representation or warranty by the City or School District as to any part of the Premises. Applicant will hold neither the City of Philadelphia nor the School District nor any of their respective employees, officers, or representatives liable for any resulting claims/lawsuits.

Applicant agrees to provide full restitution to the City of Philadelphia Parks & Recreation (PPR) for any damages, thefts, losses or costs to the City that may occur during the permitted activity including, but not limited to, restitution for damage to any property borrowed from the City. A monetary security deposit may be required at the discretion of PPR personnel.

Applicant hereby releases, waives and forever discharges the City, the School District, and their respective employees, officers, agents and representatives from any and all manner of claims, actions or causes of action, suits, demands whatsoever, in law or in equity, which Applicant may have against the City, the School District, or their respective employees, officers, and representatives, in and/or on the property, or in any way connected to or arising from Applicant's presence and/or activities at the property.

This document must be signed and submitted with a permit application. Permits will not be issued without this signed document and its requirements. Parks & Rec reserves the right to revoke any permit. These regulations are subject to change based on PDPH, Philadelphia Parks & Recreation, or School District of Philadelphia guidelines.

The individual signing this document affirms that they are authorized to do so on behalf of the named Applicant. The Applicant affirms that it has read and agree to follow all current and future applicable City of Philadelphia, Philadelphia Department of Public Health and Philadelphia Parks & Recreation guidelines for Applicant's activity and agree, as authorized by the Applicant, to the terms of the Permit and Permit Addendum.

Authorized Signatory _____

Applicant Organization Name _____

Authorized Signature _____ Date signed _____

Facility / Location _____

Applicant email address _____

Applicant phone number _____