



## Participation Agreement

In consideration of the issuance of this requested park reservation permit, the Applicant agrees to defend, indemnify and hold the Town of Berthoud and members of the Town Board, individually and collectively. The Officers, Agents, and Employees of the Town, individually and collectively, free and harmless from and against all claims or demands arising from any act, omissions or negligence of the Applicant, & Applicant use of the premises, arising from any occurrence or accident causing, or allegedly causing, bodily injury (including liability for personal injury or death) or damage to property to whomsoever belonging arises out of, or allegedly arising out of the use of premises as defined in this Park Reservation Permit or while in, or about said premises.

The undersigned hereby assumes personal and individual liability for himself and on behalf of the Applicant for any damages to said park or equipment occurring through or during the occupancy or use of the said park by the Applicant. The undersigned will leave said park in condition as good as, or better than, found initially. The undersigned personally and individually and on behalf of the Applicant accepts liability for all repairs to the park and/or repair or replacement of equipment in the event of damage.

On behalf of myself and/or my child, we acknowledge that there are inherent risks and hazards associated with sports and group activities. We can sustain a severe or even fatal injury from these activities. In consideration for being allowed to participate in a town of berthoud activity or to use town facilities, we assume all risks in connection with such activity and, to the fullest extent allowed by law, also agree to release, indemnify, defend, and hold harmless the Town and its employees, agents and officers, and waive any claims of damage against the same for any injury or loss sustained by us in such activity or use of facilities. We further realize and acknowledge that emergency medical treatment and or hospitalization may be necessary for us because we participated in this activity or use of facilities. We now authorize the Town, its agents, or employees in their sole discretion to arrange for such medical treatment and or hospitalization at our sole cost and without requiring our further consent. Finally, we grant the Town the irrevocable and unrestricted right to use and publish a photograph, image of us taken while we participate in this activity and or while we use the Town's facilities, without compensation in any form from the Town; we also waive the right to inspect or approve any final photograph, image or product before the Town uses it. This waiver and release shall remain in effect until a written revocation is received from us by the Town Clerk of the Town of Berthoud.

**See Below for Refund Policy**

## **Berthoud Recreation Refund Policy**

Berthoud Recreation strives to provide its participants with program satisfaction, however we understand schedules change and special circumstances require participants the need to cancel or change a planned activity.

### **Memberships**

To ensure proper processing, change of debit/credit card information or cancellation must be received 30 days in advance. The current month and one additional payment will be processed upon receiving notice of cancellation.

Punch cards are not eligible for refunds and expire one year from the purchase date.

Customers with pass due balances will not be allowed to register for programs.

### **Daily Admissions**

Berthoud Recreation is unable to provide cash refunds. A FREE admission pass will be offered or a credit may be applied to payer's Dash account.

### **Programs**

If a participant needs to withdraw from a class please notify Berthoud Recreation as soon as possible. This will allow an additional space for other participants to be registered. Refunds/credits are not given for uniforms, jerseys, or other merchandise that have already been given to the program participant or specifically ordered for him/her.

#### **Withdrawals- Youth leagues and programs**

- A 75% refund will be issued to participants unenrolling two weeks prior to the start of the program
- A 50% refund will be issued to participants unenrolling during the first week of a league or program's start date.
- No refund will be issued to participants unenrolling after the first week of a league or program's start date.

#### **Withdrawals- Youth camps or clinics**

- Participants unenrolling a week prior to the start of a Berthoud Recreation sponsored camp or clinic will receive a 75% refund.
- Participants unenrolling during the first day of a Berthoud Recreation sponsored camp or clinic will receive a 50% refund.
- Participants unenrolling during the second day of a Berthoud Recreation Sponsored camp or clinic will receive no refund.

#### **Withdrawals- Adult leagues or programs**

- Participating teams will not be eligible for a refund once the league schedule has been sent to team captains.

### **Return Check Policy**

- A \$35 fee will be added to any returned checks.

### **Refund Details/Options**

- A Free Admission pass will be offered initially prior to any other option
- Credit to your household account, no processing fee added.
- Check Refund, a 10% transaction fee will be applied.
- Credit Card Refund, a 5% transaction fee will be applied.
- For refunds less than \$10, only a household credit is available.
- No cash refunds

**Berthoud Recreation reserves the right to change the refund policy at any time.**