

**ORANGE COUNTY DEPARTMENT OF ENVIRONMENT, AGRICULTURE, PARKS AND RECREATION**



Department of Environment,  
Agriculture, Parks & Recreation

PO Box 8181, Hillsborough, NC 27278  
919-245-2660/Fax 919-644-3042

**Facilities Use Application - Shelter**



<b>Applicant's Name:</b>		<b>Organization:</b>	
<b>Address:</b>		<b>City/State/Zip:</b>	<b>County:</b>
<b>Home #:</b>	<b>Work #:</b>	<b>Cell #:</b>	<b>Email:</b>

**Rental times must include any set-up and clean-up time needed for your event**

**Requested Date(s):** \_\_\_\_\_ **Start time:** \_\_\_\_\_ **End time:** \_\_\_\_\_

**Purpose:** \_\_\_\_\_ **# of Adults:** \_\_\_\_\_ **# of Children:** \_\_\_\_\_

**Please specify all types of activities and entertainment that will take place** \_\_\_\_\_

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**Do you propose to sell food, drinks or goods during this event?**  Yes  No. **If yes, please describe:** \_\_\_\_\_

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Efland-Cheeks Park, Cedar Grove Park, Fairview Park, Blackwood Farm Park  
Resident \$25-4 Hours, \$40-Over 4 Hours / Non-Resident \$30-4 Hours, \$45-Over 4 Hours  
Farmer's Market Pavilion - Resident \$15-4 Hours, \$30-Over 4 Hours / Non-Resident \$30-4 Hours, \$45-Over 4 Hours

**PER ORANGE COUNTY STATE OF EMERGENCY ORDERS A MAXIMUM OF 50 PERSONS IS ALLOWED**

Shelter	Seating
_____ Efland-Cheeks Large Shelter Monday-Sunday 9am to 9pm	50 (6 picnic tables)
_____ Efland-Cheeks Small Shelter Monday-Sunday 9am to 9pm	32 (4 picnic tables)
_____ Cedar Grove Park Shelter Monday-Sunday 9am to 9pm	50 (6 picnic tables)
_____ Fairview Park Shelter Monday-Sunday 9am to 9pm	50 (6 picnic tables)

Shelter	Seating
_____ Farmer's Market Pavilion Monday-Sunday 9am to 9pm	50 (6 picnic tables)
_____ Blackwood Farm Park Shelter  Thursday, Friday, Saturday, Sunday November 1 – February 28 - 9am to 4pm March 1 – March 31 – 9am to 5pm April 1 – April 30 – 9am to 6pm May 1 – August 31 – 9am to 7pm September 1 – September 30 – 9am to 6pm October 1 – October 31 – 9am to 5pm	16 (2 picnic tables)

This application serves as a request for reservation and is exclusively for the use of the above named shelter; if another area of the park is desired the appropriate application must be submitted. The reservation is not approved or confirmed until the applicant receives an Orange County Facility Sales Receipt and Permit. The Facility Sales Receipt and Permit will be mailed within three business days from receipt of fees, signed application, Hold Harmless Agreement and applicable licenses. Only the applicant may make changes, cancellations, or additions to the application.

**RESERVATIONS AND PAYMENTS**

The signed application, Hold Harmless Agreement and all other documents and licenses required must be submitted along with payment at least seven days prior to the requested date and no earlier than ninety days prior to the requested date. Check should be made payable to "OCPR". Application and payment may be submitted in person to Orange County Central Recreation Center, 302 West Tryon Street, Hillsborough, NC 27278 or by mail to Orange County Parks and Recreation, PO Box 8181, Hillsborough, NC 27278.

**REFUND POLICY** - If requested prior to seven days before the reservation date, a full refund less a \$5 administrative fee will be given. If requested between two and six days of the reservation date, a 50% refund less \$5 will be given. No refund will be given if requested less than two days before the reservation date. No administrative fee is charged if a household credit is accepted.

**ORANGE COUNTY DEPARTMENT OF ENVIRONMENT, AGRICULTURE,  
PARKS AND RECREATION  
SHELTER FACILITY USE TERMS AND CONDITIONS**

The permittee is responsible for ensuring picnic tables and benches are left in the same configuration as found.

The permittee is responsible for picking up and disposing trash and recyclables during and at the conclusion of the event.

Please leave all park grounds and facilities as found. Permittee may not tack or nail signs, posters, etc. to any facility, tree or shrub in the park.

Permittee may not authorize vehicles to be driven off roads, drives and lots on County property without express written permission.

Permittee will be held liable and billed accordingly for restoration costs if damage or losses occur to County property, or excessive cleaning is required as a result of permittee's use.

The permittee is not allowed to charge admission or collect fees for entry into the event.

Possession, use or sale of alcoholic beverages is prohibited without express written permission from the County Manager requested on the application and stated on the permit.

Movies, in any format may not be shown on Orange County property without providing the Orange County Department of Environment, Agriculture, Parks and Recreation (DEAPR), during the application process, with proof of licensure naming Orange County and the specific park as an approved venue by Swank Motion Pictures, Inc., or other licensing agent.

All planned activities and equipment involved, must be stated on the application. The following are examples of activities expressly prohibited in County Parks: carnival rides, inflatable amusements, yard sales, fundraisers, pig cookers, non-park grills, dunk tanks, remotely controlled airplanes or devices, hot air balloons and water activities.

Selling food is not permissible unless the permittee has been issued a food vending permit through the Health Department or is exempt. A vending permit through DEAPR must have been issued and be in hand during the event.

Selling merchandise of any kind or tickets for activities is not permissible unless the permittee has obtained a vending permit through DEAPR.

A key to the shelter restroom except for Blackwood Farm is available for your use. Restroom keys can be picked up between 8:00 a.m. and 5:00 p.m. at the Central Recreation Center the last weekday prior to your reservation. A \$20.00 deposit is required. Restroom keys must be returned to the Central Recreation Center by the first weekday following your reservation.

Permittee agrees and warrants that it shall comply with and abide by all rules that regulate the specific activity in which it shall engage on County property.

Failure to comply with the conditions listed above may result in denial/cancellation of future applications/permits.

For non-emergencies contact the Department of Environment, Agriculture, Parks and Recreation Office Monday through Friday 8:00 a.m. to 5:00 p.m. at 919-245-2660, after business hours dial 919-360-2939 or 919-614-0351. For emergencies dial 911.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**ORANGE COUNTY DEPARTMENT OF ENVIRONMENT, AGRICULTURE,  
PARKS AND RECREATION**

**HOLD HARMLESS AGREEMENT**

Orange County is committed to operating its parks and preserves and to conducting its recreation programs and activities in a safe manner and holds the safety of visitors and participants in high regard. Orange County continually strives to reduce associated risks and insists that all visitors and participants follow safety rules and instructions that are designed to protect the visitors' and participants' safety.

In the event that injury or illness is sustained while participating in an activity or utilizing a facility, the undersigned hereby authorizes any emergency First Aid, medication, medical treatment or surgery deemed necessary by licensed medical personnel. The undersigned also gives permission for attending medical personnel to execute on the undersigned's behalf, permission forms if undersigned is not immediately available to do so.

Warning of Risk - Recreational activities/programs/facilities are intended to challenge and engage the physical, mental, and emotional resources of each participant. Despite careful and proper maintenance and preparation, instruction, medical advice, conditioning, and equipment, there is still a risk of serious injury when visiting or participating in any recreational activity, program or facility. Understandably, not all hazards and dangers can be foreseen. Depending on the particular facility or activity, participants must understand that certain risks, dangers, and injuries due to inclement weather, contact with naturally occurring plants or animals, slipping, falling, poor skill level, or conditioning, carelessness, horseplay, un-sportsman-like conduct, inadequate or defective equipment, inadequate supervision, instruction or officiating, and all other circumstances inherent to indoor and outdoor park and recreation activities, programs or facility use exist. In this regard, it must be recognized that it is impossible for the Orange County Department of Environment, Agriculture, Parks and Recreation to guarantee absolute safety.

Waiver and Release of all Claims and Assumption of Risk- Please read this form carefully and be aware that in signing up and visiting or participating in identified programs, activities or facilities, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages, or loss which you (or member, agent or employee of your group) might sustain as a result of participating in any and all activities connected with and associated with said programs, activities or facility use (including transportation services/vehicle operation, when provided).

I recognize and acknowledge that there are certain risks of physical injury to visitors and participants in these programs, activities and facilities, and I voluntarily agree to assume the full risk of any and all injuries, including death, damages, or loss, regardless of severity, that I, members of my group or our agents may sustain as a result of said participation. I further agree to indemnify, waive and relinquish all claims as a result of visiting or participating in these programs, activities and facilities against Orange County including its officials, agents, volunteers, and employees.

I do hereby fully release and forever discharge Orange County from any and all claims for injuries, damages, or loss that I may have or which may accrue to me, members of my group or our agents arising out of, connected with, or in any way associated with these visits, programs, activities or facilities.

I have read and fully understand the above important information, warning of risk, assumption of risk, waiver, and release of all claims.

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Signature of Applicant

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Date