



WILLISTOWN TOWNSHIP PARKS & RECREATION
Willistown.pa.us 610-647-5300 x224
688 Sugartown Road, Malvern, PA 19355

**WILLISTOWN TOWNSHIP
PHOTOGRAPHERS & FILM MAKERS
PARK PERMIT APPLICATION**

1. Park Programming Permits are required for any of the following:
 - a. Groups of 25 or more who gather at Willistown Township parks and preserves, or
 - b. Groups/Businesses/Individuals (regardless of number of people) charging fees for activities or events at Willistown Township parks and preserves.
 - c. Using the parks for musical, theatrical, or entertainment purposes.
 - d. Groups requesting use of Willistown Parks and preserves after hours.
2. Contact Willistown Township Parks and Recreation at mhundt@willistown.pa.us a minimum of one month in advance if you are proposing a specific timeframe **PRIOR to filling out this application** to provide your proposed use and dates. Emails are preferred for documentation purposes. Please read this entire packet **prior to making contact**. Group/Business/Individual will be referred to as “Sponsor” herein. This Permit can also cover an entire year’s worth of photography or multiple filming dates. Once an annual photography permit is granted, please email Mary before each occasion with the date and time you will be taking photographs. Formal approval is not needed. Filming dates need prior written approval.
3. **See Insurance and Background Check & Waiver requirements on page 3. A copy of the certificate of insurance must be submitted with your application to make it complete (separate faxes and emails can not be accepted.)**
4. Return this application and required attachments *at least two weeks prior to your use* to mhundt@willistown.pa.us or snail mail to:

PARK PROGRAMMING PERMIT
WILLISTOWN TOWNSHIP PARKS AND RECREATION
688 SUGARTOWN ROAD, MALVERN, PA 19355
5. If you need vehicular access to the interior of a park or preserve, email a request(s) for a Parking Permit to mhundt@willistown.pa.us.
6. Park Photography and Film Permits do not include exclusive use of playground equipment or park/preserve/trail grounds. Special exceptions may be granted by the Parks & Recreation Department.
7. Permit approval will be communicated via email from the Parks & Recreation Department: mhundt@willistown.pa.us
8. Excess trash and recycling that does not fit in the containers provided must be removed or a clean up fee will be charged.
9. You will need to have a copy of your Permit Application on hand during your activities on Township land.
10. No alcoholic beverages are permitted in Willistown Township’s parks and preserves.
11. All personnel in filming operations will need to execute one of the Activity Participant Waivers included in this packet. The Sponsor will be responsible for administering the Waivers to their participants and providing copies if requested to the Township.



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INSURANCE COVERAGE, BACKGROUND CHECKS, TOWNSHIP WAIVERS

INSURANCE COVERAGE REQUIREMENTS

1. Comprehensive General Liability Insurance with minimum limits of One Million Dollars **(\$1,000,000)** per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability
2. One Million Dollars **(\$1,000,000)** for General Aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
 - a. Premises and/or Operations
 - b. Independent Sponsor
 - c. Broad Form Property Damage
 - d. Broad Form Contractual Coverage applicable to this specific Permit/Agreement
3. Non-Owned Automobile Liability as applicable
4. Molestation & Abuse Liability Coverage

BACKGROUND CHECK REQUIREMENTS

Sponsor shall provide proof upon the request of Willistown Township that all adults who engage in any activities of the Sponsor who have access to minors without said minor's parent or guardian with them while on Township Property have attained the required clearances that comply with all federal and state laws regarding background checks for the adult(s) whether paid or volunteer.

WAIVERS REQUIRED

Sponsors that use Willistown Township Park fields or facilities must have their participants or, in the case of minors, their parent/guardian sign the Willistown Township Adult Activity or Youth Parental/Guardian Activity Waiver of Liability form. Or, the Sponsor can include the waiver paragraph below on their registration form. These signed forms must be made available to Willistown Township upon request. See pages 8 & 9 for the Waivers. Waiver Paragraph:
I, the undersigned, intending to be legally bound for myself, my heirs, executors, administrators, and assigns, hereby waive and release any and all rights and claims for damages I may now or hereafter have against Willistown Township, and their respective employees, appointed and elected officials, volunteers, and contractors for any and all damages or injuries which may be sustained by me or my family or the child for whom I am guardian arising out of my or my child's(rens) voluntary participation in programming/activities at Willistown Township's parks, trails, and/or preserves.



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Application Date: _____ Date(s)/Year of Use: _____

Park(s) Requested: _____ Use Hours: _____ (b/w dawn and dusk)

REQUIRED ATTACHMENT & ACTION CHECK LIST

1. Certificate of insurance in accordance with the guidelines on page 2 naming Willistown Township 688 Sugartown Road, Malvern PA 19355 as additional insured attached.
- Properly executed Release and Indemnification Form attached.
- For filming uses: Properly executed Adult/Adult Family/Child or Guardian Activity Participant Waivers will be available upon Township request.
2. I have read and understand the attached Parks Code. (Initial) _____
3. The Sponsor is responsible for picking up all trash. Any trash that does not fit in the receptacles provided must be removed by the Sponsor or a clean-up fee will be charged.
8. I will need to drive into the park/preserve. I have previously requested and have attached my Parking Permit(s).
9. We request the following special permissions: _____
 _____ (attach additional sheet if needed).

I (We), The Sponsor/Business, am (are) requesting use of Willistown Township facilities and assume full responsibility for any damages to Township equipment and property. Furthermore, I (we) understand that the Township, it's employees, elected officials, appointees, volunteers and contractors will not be held liable for any injury or damage, which may occur to me (us), my (our) guests, and my (our) property during my (our) use of the park. I (we) have read and understand the park regulations and will repair any damage on Township property caused by my (our) use.

Sponsor/Business Name	Street Address	Town, State	Zip	Township
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Sponsor Representative/Responsible Party Name (print)	Sponsor Representative signature
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Day Phone Number	Cell Phone	Email
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PERMIT FEE: There is no fee for this permit at this time.

PERSON IN CHARGE during the activity (print): _____

Day Phone: _____ Cell Phone: _____ Email: _____

NOTE: The person in charge should have a copy of this permit on site during the activity. A Park Programming Permit does not include exclusive use of the property. **Park Programming Permit approval** will be communicated via email from the Parks & Recreation Department: mhundt@willistown.pa.us



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RELEASE AND INDEMNIFICATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned:

1. Represents to Willistown Township the undersigned signatories are authorized to execute this Release and Indemnification on behalf of and in the name of

_____ (referred to herein as the “Sponsor”) and;
(Print: *Sponsor Name*)

2. That in consideration of (i) the permission granted by Willistown Township (the “Township”) to the undersigned and the Sponsor, at their request, to use the Township’s parks and recreation facilities (collectively the “Park”), (ii) *intending to be legally bound* hereby, the undersigned and the Sponsor, and their guests and members (collectively the “Releasing/ Indemnifying Parties”) agree to be bound by the terms of this Release and Indemnification; and

3. That by execution of this Release and Indemnification, the Releasing/ Indemnifying Parties do hereby remise, release and forever discharge the Township, its elected and appointed officials, and its agents, servants and employees (the “Released/ Indemnified Parties”) of and from all obligations, liabilities, causes of action, judgments, and all other claims and demands of any nature whatsoever, whether in law or in equity (collectively “Liabilities”) for personal injuries or death, whether known and unknown, foreseen and unforeseen, temporary or permanent, including property damage (collectively “damages”), which accrue or may accrue or arise or result from the Releasing/Indemnifying Parties use of the Park, whether such damages shall occur as a result of the Releasing/Indemnifying Parties actions, fault, or negligence, or the actions, fault, or negligence of other users, occupiers or possessors of the Park, including the Released/Indemnified Parties; this Release also including, in addition to the foregoing, all rights of and claims for contribution from and indemnification by the Released/Indemnified Parties; and

4. The Releasing/Indemnifying Parties shall at all times hereafter indemnify and hold harmless the Released/Indemnified Parties from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees and other litigation expenses) incident to any claims, suits, actions or proceedings which the Released/Indemnified Parties may hereafter suffer, incur, be put to, or pay by reason of any actions of or activities conducted by the Releasing/Indemnifying Parties in or upon the Park; and

5. In every instance where the undersigned, the Sponsor, or any other of the Releasing/Indemnifying Parties shall have notice that any claim, demand, suit or cause of action (collectively “claim”) whatsoever exists, or has been asserted, or is threatened, which would or could constitute a claim hereunder to be indemnified, they shall promptly notify the Township of all of the facts within its/their knowledge with respect thereto. For its part, the Township will notify the undersigned should such facts come into its possession. The Township reserves the right, but shall not have the obligation, to contest through its own counsel, any such claim, including the right to appeal to a court of the highest appellate jurisdiction. If the Releasing/Indemnifying Parties should fail to contest or resist any such claim within a reasonable time after receiving notice thereof, but not later than ten (10) days after such notice, the Township upon becoming aware of the claim shall have the right to satisfy and discharge the same by suit, settlement or otherwise. The amount of any such claim determined to be due by way of judgment following suit, settlement or otherwise, shall become due and payable immediately



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by the Releasing/Indemnifying Parties to the Released/Indemnified Parties upon the Township's written demand for such payment.

By execution of these presents, the undersigned(s) do hereby bind himself/herself and itself, and the Sponsor, and its and their respective heirs, successors, executors, administrators and assigns, jointly and severally, to the terms of this RELEASE AND INDEMNIFICATION.

IN WITNESS WHEREOF, *intending to be legally bound* hereby, the undersigned have/has executed this Release and Indemnification on behalf of the Sponsor identified hereinabove this ____ day of ____, 20_____ for the following date(s): _____ at the following location(s) _____.

Sponsor
(**PRINT:** *Sponsor Name*)

By: _____
Authorized Person/Officer
(**SIGNATURE:** *Person with authority to bind Sponsor to Release*)

TITLE of Authorized Person/Officer

PLEASE READ THIS BINDING LEGAL DOCUMENT CAREFULLY. AS A PROSPECTIVE USER OF A FACILITY OF WILLISTOWN TOWNSHIP, IT IS NECESSARY THAT YOU SIGN THIS RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT BEFORE YOU OR ANY MEMBER OF YOUR SPONSOR WILL BE PERMITTED TO USE A TOWNSHIP FACILITY. BY SIGNING THIS DOCUMENT, YOU, YOUR SPONSOR AND THE MEMBERS AND GUESTS OF YOUR SPONSOR ARE RELIEVING WILLISTOWN TOWNSHIP OF ANY RESPONSIBILITY FOR ANY UNTOWARD OCCURRENCE, INCLUDING PERSONAL INJURIES, DEATH AND PROPERTY DAMAGE, ARISING OUT OF THE USE OF SUCH FACILITY; AND, YOU AND YOUR SPONSOR ARE AGREEING TO HOLD WILLISTOWN TOWNSHIP AND ITS ELECTED AND APPOINTED OFFICIALS, AGENTS, SERVANTS AND EMPLOYEES HARMLESS FROM ANY DAMAGES RELATED THERETO, AND ARE AGREEING TO INDEMNIFY WILLISTOWN TOWNSHIP FROM AND AGAINST ALL DAMAGES, CLAIMS, LOSSES, DEMANDS, JUDGMENTS AND COSTS ON ACCOUNT OF ANY INJURY OR DAMAGES TO ANYONE USING THE WILLISTOWN TOWNSHIP FACILITY UNDER YOUR AUSPICES, WHETHER OR NOT SUCH USER IS SUBJECT TO YOUR DIRECTION OR CONTROL. YOU HAVE THE RIGHT TO SEEK THE ADVICE OF YOUR ATTORNEY BEFORE SIGNING THIS DOCUMENT.



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WILLISTOWN TOWNSHIP PARKS CODE

CHAPTER 96. PARKS

[HISTORY: Adopted by the Board of Supervisors of the Township of Willistown 5-12-1997 by Ord. No. 3-1997 Editor's Note: Ordinance No. 1-2006, adopted 2-27-2006, amended all of Ch. 96 to change all references from "township park" to "Township park." Amendments noted where applicable.]

GENERAL REFERENCES

Park and Recreation Board — See Ch. 31.

Outdoor burning — See Ch. 69.

Subdivision and land development — See Ch. 123.

Zoning — See Ch. 139.

§ 96-1. Use regulations; prohibitions.

- A. No person shall be permitted in a Township park except between the hours of dawn to dusk, unless a permit has been issued by the Park and Recreation Board, or its designate for such permit issuance, as hereinafter provided in § 96-4. [Amended 2-27-2006 by Ord. No. 1-2006]
- B. No person shall enter or leave a Township park except by entrances and/or exits provided for such purposes.
- C. No person shall enter or use a toilet in a Township park set apart for the use of the opposite sex.
- D. Possession, distribution or consumption of beer, ale, other alcoholic or intoxicating beverage or a controlled substance (such as are now defined or may later be defined by federal, state or Township law, act or ordinance) is strictly prohibited in any and all Township parks.
- E. No gambling or gambling device is permitted in any Township park.
- F. No abusive, threatening, indecent or profane language and/or conduct that is publicly inappropriate and/or annoying to others using Township park facilities shall be permitted.
- G. No person or persons shall be permitted to solicit money, or promise for the same, within the confines of a Township park.
- H. No horses, dogs or other animals owned or possessed by people shall be permitted within the confines of Township parks, except as permitted in the Okehocking Preserve. Horses shall be permitted in the Okehocking Preserve in designated areas shown on the Okehocking Preserve recreation map, if attended and under control at all times. Properly licensed dogs shall be permitted in the Okehocking Preserve if they are on a leash not exceeding six feet in length and if attended and under control at all times. Dogs shall be permitted in Okehocking Preserve off of leashes only in designated areas as approved by resolution of the Board of Supervisors from time to time and shown on the Okehocking Preserve recreation map, if attended and under control at all times. For the purpose of this subsection, the term "dogs" does not include guide dogs or other dogs which are assisting handicapped persons and are controlled by the use of a harness or other restraint. Owners or handlers of a dog shall be responsible for the prompt and complete removal of their excrement by immediate disposal of pet waste bags in a trash receptacle (if provided) or removal from the premises. [Amended 9-9-2002 by Ord. No. 2-2002; 2-27-2006 by Ord. No. 1-2006]
- I. Use of vehicles and equipment.
 - (1) No person shall drive, operate or park any vehicle (motor- or self-propelled) in any portion of a Township park except in spaces specifically set aside and marked for parking purposes; and no person shall occupy a parked motor vehicle after dark within a Township park except with the exterior parking lights and interior lights turned on and in operation.
 - (2) Use and operation of bicycles, go-carts, remote-controlled vehicles, skateboards, roller blades, aircraft, including but not limited to ultralight planes, remote-controlled planes and hot-air balloons, and/or other motorized and/or



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nonmotorized devices employing wheels and/or blades of any kind (metal, wooden, plastic, rubber, etc.) is strictly prohibited on Township park basketball courts, tennis courts, volleyball courts, picnic areas, ball fields or any other portion of any Township park. Motor vehicles, with the exception of motorized wheel chairs and vehicles connected with official Township business, are prohibited.

[Amended 2-27-2006 by Ord. No. 1-2006]

- J. No person, other than Township active duty police officers employed in the execution of their duties, shall discharge a firearm in a Township park. Wildlife management practices in Township parks are permitted only with written approval of the Board of Supervisors and Willistown Township Police Department notification.
[Amended 6-17-2013 by Ord. No. 4-2013; Amended 2-27-2006 by Ord. No. 1-2006]
- K. Littering is prohibited, and all refuse shall be placed in trash receptacles (if provided) or removed by the person(s) generating the refuse. Grass clippings, brush and other debris from private property may not be discarded or otherwise placed anywhere on Township park property, including trash receptacles.
[Amended 2-27-2006 by Ord. No. 1-2006]
- L. Vandalism to park property and facilities, including defacing or damaging park property (permanent or temporary), disturbing wildlife and disturbing/destroying/removing vegetation, is prohibited. No person shall climb a tree nor shall any person foul and/or otherwise contaminate any body of water in any Township park at any time. No person shall remove equipment from the parks or move such equipment from its designated location.
[Amended 2-27-2006 by Ord. No. 1-2006]
- M. No person shall injure, deface or destroy any public signs, ordinances or other official Township notices posted in a Township park.
- N. No advertisement, placard or notice, except official authorized notices, shall be posted and/or distributed in a Township park.
- O. No person shall light or permit a fire to burn in a Township park except in a permanent fireplace provided for such purposes. Portable grills are permitted in designated areas only with written permission from the Township. Ceremonial fires are permitted only with written consent of the Township and must be constantly attended. Responsibility for such fires shall be solely that of the person or persons starting and/or using the fire. Township-supervised burning is permitted for natural resource management.
[Amended 2-27-2006 by Ord. No. 1-2006]
- P. The playing of golf, or the hitting of golf balls, is strictly prohibited at all times in any Township park.
- Q. Smoking is not permitted in any Township park. Remediation of any damage caused by smoking in the parks will be at the expense of the person responsible. In addition to other fines and penalties, the Township may collect the cost of repair of any damage caused by smoking, together with the penalty, against the person causing the damage.
[Amended 2-27-2006 by Ord. No. 1-2006]
- R. Swimming or wading in any body of water is strictly prohibited in any Township park.
[Added 2-27-2006 by Ord. No. 1-2006]
- S. Sound amplification equipment is permitted only with written permission from the Township.
[Added 2-27-2006 by Ord. No. 1-2006]
- T. Use of a Township park for any of the following purposes is prohibited, unless a permit is first obtained from the Township Park and Recreation Board, or its designate for such permit issuance, as hereinafter provided:
[Amended 6-17-2013 by Ord. No. 4-2013; Amended 2-27-2006 by Ord. No. 1-2006]



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- (1) Sales of merchandise of any kind.
- (2) Use of fireworks or other explosives.
- (3) Musical, theatrical or other entertainment.
- (4) Overnight camping.
- (5) Parties, meetings and/or gatherings comprised of 25 or more persons.
- (6) Conducting fee-based programming
- (7) Field use for organized sports.
- (8) Person(s) undertaking activities permitted with written permission from the Township must have a copy of the written permission on them at all times while undertaking approved activities.

§ 96-2. Enforcement.

The Police Department shall enforce the regulations herein set forth and shall exercise general supervision over persons and property in any Township parks.

§ 96-3. Powers and duties of Park and Recreation Board. [Amended 6-17-2013 by Ord. No. 4-2013; *editor's note: see Chapter 31 for Powers and duties of Park and Recreation Board*; Amended 2-27-2006 by Ord. No. 1-2006]

§ 96-4. Permits. [Amended 2-27-2006 by Ord. No. 1-2006]

Permits for use of Township park(s) and field(s) shall be issued in behalf of the Township by the Township's Park and Recreation Board and/or designated Township park and recreation staff. The Township, upon recommendation from its Park and Recreation Board, may enact a fee schedule for such permits. All moneys received from these fees will be entered into the Township's Park and Recreation Fund and be designated for Township park maintenance and improvements, appropriate Township-sponsored recreation programs held within the confines of its parks or at other sites and facilities approved by the Township.

§ 96-5. Violations and penalties.

- A. Any person violating any of the provisions of this chapter shall be liable to pay a fine of not more than \$1,000 for each and every offense, plus all court costs and reasonable attorney's fees, incurred by the Township in the enforcement of this chapter, to be collectible before any District Magistrate as like penalties are now by law collectible. Each day a violation continues shall constitute a separate offense. In default of the payment of any fine, the defendant shall be sentenced to imprisonment to the extent allowed by law for the punishment of summary offenses. Further, the appropriate officers or agents of the Township are hereby authorized to seek any other available relief at law or equity, including injunction, to enforce compliance with this chapter. [Amended 2-27-2006 by Ord. No. 1-2006]
- B. Parents and/or legal guardians of person(s) less than 18 years of age will be held liable for any/all fines assessed and/or damages incurred by those persons to Township park properties.

§ 96-6. Existing rights and remedies preserved; severability.

It is hereby declared to be the purpose of this chapter to provide additional and cumulative remedies to regulate the public use, enjoyment, health, welfare and safety of Township parks and recreation areas, and nothing contained in this chapter shall in any way abridge or alter rights of action or remedies now or hereafter existing in equity, or under common law or statutory law, civil or criminal. All other sections, parts and provisions of said Code of Ordinances of the Township of Willistown shall remain unchanged.



WILLISTOWN TOWNSHIP
Adult/Family Activity Participant/Volunteer Waiver
688 Sugartown Road, Malvern, PA 19355

Name of Volunteer: _____ Year: _____

Address: _____

Email: _____ Phone: _____

I, the undersigned, intending to be legally bound for myself, my heirs, executors, administrators, and assigns, hereby waive and release any and all rights and claims for damages I or my family may now or hereafter have against Willistown Township and its respective employees, elected officials, appointees, volunteers, partners, and contractors for any and all damages or injuries which may be sustained by me or my family arising out of me/our participation in activities and/or volunteering at Willistown Township properties.

Signature of Participant/Volunteer Date

Print Name of Participant/Volunteer Date



**WILLISTOWN TOWNSHIP
PARENTAL/GUARDIAN ACTIVITY PARTICIPANT/VOLUNTEER
WAIVER**

688 Sugartown Road, Malvern, PA 19355

Name of Participant/Volunteer: _____

Address: _____

Email: _____ Phone: _____

I, the undersigned, as parent/guardian for the participant intending to be legally bound for myself, my heirs, executors, administrators, and assigns, hereby waive and release any and all rights and claims for damages I or my family or child for whom I am guardian may now or hereafter have against Willistown Township and its respective employees, elected officials, appointees, volunteers, partners, and contractors for any and all damages or injuries which may be sustained by me or my family or the child for whom I am guardian arising out of my child's(ren's) participation in activities at Willistown Township's parks and preserves.

Signature of Parent/Guardian

Date

Print Name of Parent/Guardian

Date