

KENOSHA COUNTY PUBLIC WORKS/PARK DIVISION
19600 - 75th Street, Suite 122-1, Bristol, WI 53104 262-857-1869

PARK USE AGREEMENT

A. Required Information: Cost of Permit: \$ -0-

1. Name:
Address:
Telephone:
Date of Issuance: Permit is valid March 1st through December 31st of the year
2. Applicant is a: (check one) () Corporation () Partnership () Individual () Club () School
3. Individual authorized to sign this Agreement: Name:
4. Nature of Activity: Metal Detecting
5. Park and Area: Petrifying Springs Park, except the ball diamond outfields and wooded area between the Pike River and County Road "JR" Fox River Park, except in the ball diamond outfields. Old Settlers Park, except the ball diamond outfields and the lawn areas adjacent to the beach. You may metal detect in the sand beach area. Silver Lake Park, except on the soccer fields and lawn area adjacent to the beach. You may metal detect in the sand beach area. KD Park all areas. Brighton Dale Park, except on the ball fields. Bristol Woods Park all areas. You may not metal detect on either of the County golf courses. You may not metal detect at Kemper Center.
This permit may be revoked at any time by Parks Staff or the Kenosha County Sheriff Department for failure to follow the guidelines and rules of the permit.
7. Estimate of Attendance:
8. Liability Insurance Requirements (to be determined by the Kenosha County Parks) Liability Insurance Needed: () YES (X) NO Amount of Coverage: If Yes, the following requirements are needed: a) Name Kenosha County as additional insured b) Insurance binder – with coverage amounts needed in Park Office two (2) weeks prior to event

B. Responsibility of Park Department - Limitations

1. By entering this agreement, the Park Department merely allows use of the designated area of the Park system for the recreational purpose requested.
2. The Park Department will not inspect the park area requested to be used immediately prior to use to determine the suitability or safety of the use by applicant or others under this agreement. The Park Department will not supervise such use. If the Park Department permits applicant's use, such permission shall not be construed as a guarantee of safety or as a determination that the park is suitable for such activity.

C. Responsibility of User

1. Inspect the park area, facilities and/or buildings immediately prior to park use to determine whether or not the area is suitable and safe for the recreational use intended. If such inspection reveals that such area is not suitable and safe for the intended use, the area shall not be used until the area is made suitable and safe for such use.
2. Report unsafe conditions in the area to the Park Department as soon as practical.
3. Have at least one person present at the park area used at all times that is designated as "in charge" of the event taking place. That person shall be familiar with the terms of this agreement and the rules of the park.
4. Warn all persons using the area, facilities and/or buildings under the authority of this agreement of any unsafe conditions which may exist or portions of that area which are not suitable for use.
5. Supervise and control all persons using area under authority of this agreement. Require all persons under applicant's control to use area in accordance with County Park Rules and Regulations, a copy of which is hereby acknowledged by applicant. **OBEY ALL COUNTY, STATE AND FEDERAL LAWS. Obey all orders and instructions from Park employees and/or Sheriff deputies.**
6. Be financially responsible for any damage to the Park and its buildings and structures which are caused by negligent or intentional acts of persons using area under authority of this agreement.
7. Absolve Kenosha County and Kenosha County Park Department of any liability which might occur while using this area under authority of this agreement, as more particularly stated in Exhibit A attached hereto and made a part of this agreement.
8. Clean area following use.
9. **Other Park Department Requirements:**
Any areas disturbed by searching for metal objects must be restored to the condition they were in before digging. Only hand trowels may be used to dig, shovels are not allowed.

Some areas of the Parks require a fee to be in. This permit does not waive those fees.

10. **IMMEDIATELY**, upon personal notification to the person in charge of the event that the Park Department revokes permission under this agreement due to injury to person or property, imminent danger of such injury, or violation of park rules, the person in charge shall, in an orderly manner, stop the event and clear the area of persons using the park under this agreement.

D. Revocation

It is the intent of Kenosha County Parks to provide a wholesome, family-orientated atmosphere in all County Parks. All programs and agreements contrary to this intent may be revoked at the County Park General Managers /or their designees discretion.

The County Park General Manager, or his/her authorized representative, shall have the authority to immediately revoke this agreement upon finding a violation of any rule or ordinance or upon good cause shown.

READ CAREFULLY BEFORE SIGNING - THIS IS A LEGAL DOCUMENT CARRYING FINANCIAL OBLIGATIONS. READ EXHIBIT "A" BEFORE SIGNING.

Signature:

User or Authorized Agent

Approved: _____

Director or Authorized Representative of Kenosha County

Department Use Only: (Attach Insurance Certificate Hereto)	
Name of Insurance Company:	
Amount:	
Policy No.:	

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS EXHIBIT

The applicant shall save and hold Kenosha County, its officers, employees and agents harmless from and against all liability, damage, loss, expense, claims, claims for repayment of funds, demands and actions of any nature whatsoever (including any by applicant itself) which arise out of or are connected with, or are claimed to arise out of or be connected with any of the use of the Kenosha County Parks by any person pursuant to the "Park Use Agreement" attached hereto (the "Agreement"), or which arise out of or are connected with, or are claimed to arise out of or be connected with any accident or occurrence which happens, or is alleged to have happened, in or about the place where such use or activity is being or was performed or responsibility incurred or in the vicinity thereof, (1) while Kenosha County is fulfilling its responsibility under the Agreement, or (2) while Kenosha County has any obligations or responsibility under the Agreement; including without limiting the generality of the foregoing, all liability, damages, loss, expense, claims, demands and actions on account of property loss to Kenosha County, its officers, employees, agents, contractors, subcontractors or frequenters; or to Applicant, its employees, agents, contractors, subcontractors, or frequenters; or to any other persons, group, employer, organization guests, invitees, whether based upon or claimed to be based upon this agreement or upon statutory (including without limiting the generality of the foregoing, worker's compensation), contractual, tort or other liability of applicant, Kenosha County, or any other persons, and whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty or contract by Kenosha County, its officers, employees, agents, contractors, subcontractors or frequenters; applicant, its employees, agents, contractors, subcontractors or frequenters; or any other person. Applicant shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions.

EXPLANATION OF INDEMNIFICATION

I. WHAT DOES AN INDEMNIFICATION (HOLD HARMLESS OR SAVE HARMLESS) CLAUSE DO?

IT SHIFTS THE RISK OF LOSS.

It means one party accepts a risk of a loss it would not otherwise have. Indemnification means the same thing as hold harmless or save harmless. Indemnification clauses define legal relationships or parties as to anticipated risks. In the absence of an indemnification clause, each party is responsible for losses resulting from its own negligent actions or omissions or breaches. An indemnification clause simply shifts all of these risks to one of the parties. The party to whom the risk is shifted then typically buys insurance or takes other action to cover or address the entire risk.

II. IS IT LEGAL TO SHIFT THE RISK OF ONE'S OWN ACTIONS TO ANOTHER?

YES.

Wisconsin Courts have repeatedly held that indemnity clauses are valid, not against public policy, and are not prohibited by Wisconsin common or statutory law. Barrons v. J. H. Findorff and Sons, 89 Wis.2d 444, 452 (2979); Dykstra v. McKee and Company, 100 Wis.2d 120, 126 (1981); Gerdmann v. United States Fire Ins. Co., 119 Wis.2d 367, 373-374 (1984). Indemnity clauses do not limit or eliminate tort or contractual liability; they make one party responsible for payment should damages or losses result.