

TOWN OF WESTFORD
PARKS, RECREATION DEPARTMENT
VFW FIELDS USE APPLICATION

PLEASE PRINT

ORGANIZATION NAME: _____ PERSON IN CHARGE: _____
 ADDRESS: _____ TOWN: _____ ZIP CODE: _____
 BEST NUMBER TO REACH YOU: HOME# _____ WORK# _____ CELL # _____
 EMAIL: _____ Additional contact email for field closure notification: _____
 NAME & CELL PHONE # OF PERSON ON SITE _____
 DATE(S) REQUESTED: from _____ to _____ TIME OF DAY: _____ DAY(S) OF WEEK _____

CHECK FIELD REQUESTED

_____ VFW Baseball _____ VFW Softball Fields

CHECK LIST

FIELD PERMITS APPLICATION REQUIREMENTS

- _____ COMPLETED & Signed Field Permit Application
- _____ PARTICIPANT ROSTERS
- _____ WAIVER RELEASE FORMS (each coach/participant)
- _____ SUBMIT PAYMENT

Seasonal or multiple use permit requests must include schedule.

This permit grants the above-named applicant the non-exclusive right to enter and use certain portions of the Town's property for the purpose of conducting recreational activities. I acknowledge that I am solely responsible for ensuring the safety of those using the Town's property pursuant to this permit and that I am responsible for ensuring that said use is in accordance with all applicable laws, including but not limited to the rules and regulations of the Town of Westford Parks, Recreation & Cemetery Department, and the Bylaws of the Town of Westford.

I further acknowledge that I have read the Town of Westford Policy on the Possession and Use of Alcohol on the parking lot for Forge VFW Field and that if I, or any member of my organization chooses to use alcohol on the parking lot of Forge VFW Field, it is at their own risk, and the Town of Westford will bear no responsibility or liability as a result of any harm or damage that may arise as a result of such activities.

The permit holder agrees that no person shall be permitted to participate in activities pursuant to this permit unless and until they have executed the attached Release of Claims, Indemnity and Hold Harmless Agreement.

I certify by signing this permit application that every individual that will participate in the permitted activity has been provided a copy of the Town of Westford Policy on the Possession and Use of Alcohol on Town Fields and that the required Board of Selectman approval and associated insurance has been procured.

SIGNED _____ DATED _____

Fee Structure: Check one

1. Primary User Groups – up to 50% of annual cost of field maintenance
2. Westford Adult/Westford Business \$100/game;
3. Community Fields @Nutting Road: Resident \$80/hr, non-resident \$120/hr
4. Primary User Alliance, Non-resident youth \$100/game
5. Camps/Clinics \$1,000/up to 5 days for <50 campers; >50 Additional \$10/camper (Jack Walsh)
6. Camps/Clinics \$1,200/up to 5 days for <50 campers; >50 Additional \$10/camper (Nutting Road)
7. Nonresident Groups (one time use or multiple use) \$100/hour/field

FOR OFFICE USE ONLY:

PERMIT: _____ GRANTED _____ DENIED _____ CANCELED _____ DATE: _____ SEASON: _____

PAYMENT RECEIVED: CHECK # _____ AMOUNT \$ _____ PERMIT # _____

STANDARD CONDITIONS:

Field Safety Information

1. Coaches must walk the fields and surrounding area prior to use. A potential hazard must be reported to players, opposing team, and officials. Report hazards within 24 hours to the Parks and Recreation Director (978) 692-5532 and to League Officials.
2. Serious injury that requires a doctor, hospital, or ambulance shall be reported in writing to the Parks and Recreation Department within 24-48 hours. Report forms are available from the department and on-line
3. **Closed fields may not be used for any reason. Use of a closed field jeopardizes the safety of all and will require additional maintenance to restore the field to safe conditions.**
4. A field that is saturated (water logged and feels like walking on a wet sponge) or has standing water in the playing area should be closed by coaches to avoid damage. If a footstep leaves an impression on the turf, or if the grass is removed easily with a cleat, the field is considered wet and should be close until conditions change.
5. Frost on the field – field should not be opened until frost has melted.
6. Fields should be closed under any of the following conditions: lightning, heavy rain/downpour of rain, thunder, or severe weather warnings, other conditions that present safety concerns for users/spectators.
7. Field is frozen = field closed
8. Field should be closed when the footing is unsure and or slippery.
9. Coaches and leagues are not allowed to do any maintenance work on wet fields. Do not brush water off water/clay onto grass areas. This creates a major and unnecessary problem maintaining the grass around the base areas. The clay settles in the grass creating an uneven base path or lip resulting in a potential tripping hazard.
10. Soft toss/batting practice and/or kicking against fences is not allowed.
11. Trash and Recycling
Upon completion of a game or practice, the group/team coaches are responsible for the proper removal and disposal of trash associated with their use of the property. All fields and bench areas should be left clean at the end of each use.
12. Blocking of Emergency Access entrances is strictly prohibited.
13. COMMUNITY FIELDS AT NUTTING ROAD
 - Due to the nature of synthetic turf and its recovery ability the Community Fields at Nutting Road may stay open when the grass fields are closed. They will be closed if snow covered and permit holders are not allowed to remove snow from any field. The field is closed with standing water until it has drained, and surface has dried.
 - No beverages /drinks other than plain water allowed on the synthetic turf fields
 - No food is allowed on the synthetic turf fields
 - No dogs allowed on synthetic turf
 - No chewing gum or similar substance is allowed as gum may damage the synthetic turf.
 - No staking of any object into the synthetic turf.
14. All the recreation fields are located in residential areas. Please be respectful of neighbors and the neighborhood.

Completed Forms can be sent via email, fax, mail or hand delivered using the following contact information:

Westford Parks & Recreation Department, 65 Main Street- 3rd Floor, Westford, MA 01886

JFelicani@WestfordMA.Gov

Fax: (978) 392-4471

**TOWN OF WESTFORD
PARKS, RECREATION DEPARTMENT**

**POLICY ON THE POSSESSION AND USE OF ALCOHOL ON FORGE
VFW FIELD PARKING LOT**

1. Purpose

WHEREAS, The Town of Westford Parks, Recreation & Cemetery Department (the “Department”) has the care, custody and control of the following Town recreational facilities: Forge VFW Fields and the associated parking lots (hereinafter collectively referred-to as the “Fields”);

WHEREAS, the Department issues permits for groups and individuals to conduct sporting events and other recreational activities on the Fields;

WHEREAS, Section 58.3 of the Town’s Bylaws provides that “No person shall bring any alcoholic beverage onto any private property or onto any public property or possess or consume any alcoholic beverage in or upon any public property or private property without the permission of the owner or person lawfully in charge or control of such private or public property.”;

WHEREAS, the Department has been informed that adult users of the Fields desire the use of alcoholic beverages during adult sporting events and recreational activities; and

WHEREAS, the Board of Selectmen is amenable to the use of alcoholic beverages by adults during such events, limited to only the parking lots associated with the Fields, and provided that all participants understand and acknowledge that no alcoholic beverages will be supplied by the Town, that the Town will not supervise or control the consumption of alcoholic beverages and that the Town will not be held responsible for any harm or damage that may arise from such activity.

2. Applicability

This policy shall apply to adult sporting and recreational events conducted at the following Town-owned recreational facilities: Forge VFW Baseball, and Forge VFW Softball.

3. Policy

The Board of Selectmen hereby grants the holder of a permit issued by the Parks and Recreation Department, for use of one of the above-listed Fields, permission to possess and consume alcoholic beverages in the Forge VFW parking areas, subject to the following terms and conditions:

1. The possession and consumption of alcoholic beverages shall be allowed only in the parking lot of the location specified in the permit and only during the date and time that the permit is in effect.
2. The permit holder shall obtain from each participant and observer, and from the parent or guardian of each minor participant or observer, the Release of Claims, Indemnity and Hold Harmless Agreement attached to the permit application, and the permit holder shall certify that it carries insurance in an amount sufficient to support the obligations of the permit holder under the terms of this Policy.

3. The possession and consumption of alcoholic beverages is prohibited by all other persons, at all other properties within the care, custody and control of the Department, and at all other times.
4. Users of the Fields shall be solely responsible for supplying their own alcoholic beverages. No alcoholic beverages will be supplied by or on behalf of the Town of Westford.
5. The possession and consumption of alcoholic beverages will not be supervised or controlled by the Town of Westford and any person who chooses to possess and/or consume alcoholic beverages does so at their own risk.
6. The possession and consumption of alcoholic beverages is subject to compliance with all applicable laws, including but not limited to Massachusetts General Laws, Chapter 138, section 34, which prohibits the delivery of alcoholic beverages to any person under the age of 21 years.
7. Permit holders shall be solely responsible for leaving the Fields in cleaner condition than found. All trash from the event must be disposed of properly.
8. Permit holders shall be responsible for any damage incurred by or as a result of their use.
9. The use or possession of tobacco products or illegal substances at the Fields is prohibited. Pursuant to Massachusetts General Laws, Chapter 270, section 22(j), smoking and the use of any tobacco products is hereby prohibited on the Fields

4. Disclaimer

By adoption of this policy, the Department does not expressly or impliedly encourage, condone or endorse the consumption of alcoholic beverages.

5. Acknowledgment

My signature below indicates that I have received and read a copy of the Town of Westford Parks, Recreation, Cemetery Department Policy on the Possession and Use of Alcohol on VFW Forge Fields Parking Lot and will fully abide by the terms, conditions and provisions of same. I also agree to distribute this policy to each participant taking part in activities associated with the permit for field use.

Organization Name: _____

Permit Holder Signature: _____

Date: _____

Release of Claims, Indemnity and Hold Harmless Agreement

I, _____, in consideration of the opportunity to participate in a sporting event or other recreational activity at the Town's fields (the Program), do hereby release the Town of Westford, and any employees, agents, officials, representatives, officers, committees, boards, members, sponsors, agents, associates of any status, and volunteers of the Town of Westford, of any and all liability for any and all claims, actions, causes of action, demands, damages, costs, loss of services, expenses and compensation which I may have as the result of my participation in the Program and all activities related thereto. I further acknowledge that participation in the program is voluntary and may expose me or my property to risks of personal injury. I therefore enter this program assuming all risk of injury to my person or property arising from my participation in the Program, and in this regard, assume and agree to pay all medical costs or property damage costs occasioned and thereby releasing the Town of Westford and any employees, agents, officials, representatives, officers, committees, boards, members, sponsors, agents, associates of any status, and volunteers of the Town of Westford from and against all claims, damages, injuries or causes of action which I or my heirs, executors, or administrators may have herein. Furthermore, I hereby agree to protect the Town of Westford and its successors, departments, boards, committees, officers, employees, servants, attorneys and agents against any claim for damages, compensation or otherwise arising out of or resulting from any injury to any party in connection with my participation in the aforementioned Program and to INDEMNIFY, reimburse or make good to the Town of Westford or its successors, departments, committees, boards, officers, employees, servants and agents any loss or damage or costs, including attorneys' fees, which the Town of Westford or its representatives may have to pay if any claims or litigation arises from said participation in the aforementioned activities.

I hereby further covenant for myself, my successors and assigns not to sue the said Town of Westford, or its departments, officers, employees, servants, attorneys, and agents, on account of any such claim, demand or liability.

I am fully aware that by signing this document I am releasing the above mentioned parties from liability that may arise as a result of intentional or negligent acts of these parties. Additionally, it is my intent to release the above mentioned parties from liability relating to any accident and resulting injuries and/or death that may occur while participating in the Program.

Witness my hand and seal this _____ day of _____, 20____.

Program Participant (Signature)

Program Participant (Printed)

Witness