



Program Locations:

St. Patrick's
50651 Laurel Road
South Bend, IN 46637

Ferrettie/Baugo Creek
57057 Ash Road
Osceola, IN 46561

Bendix Woods
32132 State Road 2
New Carlisle, IN 46552

Thank you for your interest in the leisure programs offered by St. Joseph County Parks! In order to make a program reservation, please follow the instructions below.

After you have thoroughly read the Leisure Program Agreement, please sign, initial and date the highlighted areas on both pages of the contract.

1. Return the Leisure Program Agreement along with payment or call 574-654-3155 to use your credit/debit card for payment.
2. Payment for the total amount of your program fee, is due upon receipt of this letter.
3. Please make checks (or money orders) payable to St. Joseph County Parks Department.
4. Mail or bring payment to:
Bendix Woods County Park
32132 State Road 2
New Carlisle, IN 46552

PLEASE NOTE: We are unable to guarantee your reservation until we have received payment.

More information about the leisure program you are interested in has been provided in the following information packet. We hope you find the information helpful and ask that you share the information with the others in your group. Please call 574-654-3155, if you have any questions.

We hope that you have a wonderful outing. Let us know how we can help!

Sincerely,

St. Joseph County Park Staff

Innertubing Frequently Asked Questions

What are the options for innertube parties?

Groups up to 80 people may reserve 2-hours at either St. Patrick's or Ferrettie/Baugo Creek County Park for \$175. Weekday tube parties are Weds and Thurs., starting between 10am and 8pm, and groups can reserve an additional hour for \$75 on these days. Weekend 2-hour parties which include Fri., Sat. and Sun. start at 5:30pm or 8pm. Parties can reserve both timeslots at full cost. We will not be offering 300 person parties at Ferrettie-Baugo Creek County Park for the 2020-2021 season.

What is included with a private innertubing party?

Exclusive privileges to the tubing hill and warming room and free parking (gate fee not in effect for tube parties)! An experienced supervisor will be on hand to assist you and your group. This supervisor will help to maintain rules for the safety of your group. Please solicit a few adults from your group to help supervise the innertubing hill and start children down the hill. Masks are recommended indoors but are at the discretion of the host.

What are the rules for innertubing?

1. Each person must wait at the top of the hill until run clears. 2. One person per innertube. 3. One innertube per person. 4. No spinning allowed. 5. No riding on knees. 6. No sleds, toboggans, discs or snow boards. 7. Keep chains linked at all times (3 people max). 8. Obey park staff.

Are small children permitted to innertube?

Innertubing is not recommended for children 3 years of age or younger. All children regardless of their age must have their own innertube. Parents may go down the hill holding onto the tubes of small children. The supervisor can advise adults the safest way to innertube with small children.

Do we build our own fire?

The fire will be burning in the warming room upon your arrival. Park staff will add wood to the fire. We conserve wood and will use only what is needed and do not add any more wood within 30 minutes of your departure. Please keep a watchful eye on all children near the fire.

May we bring food and drinks?

Yes, but keep in mind that food and drinks are not allowed on the tube hills, and glass containers are not allowed in the park. See program agreement for more information on service and consumption of alcohol (beer and wine only).

What is the cancellation and refund policy?

Cancellations due to insufficient snow conditions or extreme frigid temperatures are at the discretion of the St. Joseph County Park staff. We will contact you no later than 24 hours prior to your scheduled party to attempt to reschedule if the snow conditions are not sufficient. If your group cancels following payment and up to two weeks prior to the party date, 20% of the total fee will be withheld. For cancellations made within two weeks of the party date, no refunds will be issued.

What if conditions are not suitable for innertubing on the day of my party?

Your group is still welcome to utilize the building for a gathering as long as the building can accommodate the size of your party. If you would prefer, park staff will try to reschedule your party for another day. In the event that no suitable dates are available, a full refund will be issued.

What do I do with the liability waiver?

The waiver is provided for schools, clubs, churches and other groups where most of the participants are under the age of 18 and they will not have a parent or guardian present. If this applies to your group, please copy the waiver and distribute to the parents or guardians of the participants. You may turn in the signed copies to the supervisor the day of the party.



ST. JOSEPH COUNTY PARKS LEISURE PROGRAM AGREEMENT

| | | | |
|---|---|---|--|
| Mail completed contract to: St. Joseph County Parks 32132 State Road 2 New Carlisle, IN 46552 Or email to: bendixwoods@sjcparks.org | Call 574-654-3155 with program questions | | Checks payable to: St. Joseph County Parks |
| | Program Locations | | |
| | St. Patrick's County Park 50651 Laurel Rd. South Bend, IN 46637 | Ferrettie/Baugo Creek County Park 57057 Ash Rd. Osceola, IN 46561 | Bendix Woods County Park 32132 SR 2 New Carlisle, IN 46552 |

Name: _____ Phone: (_____) _____

Organization Name: _____ Alt. Phone: (_____) _____
 (Company/Agency/Church/Family Group, if applicable)

Address: _____ City _____ State _____ Zip _____

Date of Program: _____ Time Frame of Program: _____

Program desired (**check all that apply**): # of Participants: _____ Grade/Age: _____

| <u>Winter Innertubing</u> | | | <u>Group Canoe Rental</u> | | | <u>Fall Hayrides at Bendix Woods</u> | | |
|---|----------|----------|---|---|----------|---|----------|--------------------------------------|
| SITE | CAPACITY | FEE | TRIP | CAPACITY | FEE | | CAPACITY | FEE |
| <input type="checkbox"/> St. Patrick's | 80 | \$175 | <input type="checkbox"/> Keller to STP 1-14 canoes | | \$25/ea. | <input type="checkbox"/> Evening | 80 | \$120 |
| <input type="checkbox"/> Ferrettie/Baugo Creek | 80 | \$175 | <input type="checkbox"/> Keller to STP 15 + canoes | | \$20/ea. | <input type="checkbox"/> Daytime | 80 | \$75 |
| <input type="checkbox"/> Ferrettie/Baugo Creek | 300 | \$325 | <input type="checkbox"/> STP to Niles 1-14 canoes | | \$25/ea. | <input type="checkbox"/> Daytime Campfire | | \$35 |
| <input type="checkbox"/> Wed & Thurs extra hour | | \$75 | <input type="checkbox"/> STP to Niles 15 + canoes | | \$20/ea. | <input type="checkbox"/> 9:30-11:30AM | | <input type="checkbox"/> Deneve |
| <input type="checkbox"/> _____ | | \$ _____ | <input type="checkbox"/> # Cushions _____ (25 max.) | | \$2/ea. | <input type="checkbox"/> 1-3PM | | <input type="checkbox"/> Runnels |
| | | | <input type="checkbox"/> # Canoes _____ | | | <input type="checkbox"/> 3:30-5:30PM | | <input type="checkbox"/> Glenn Bauer |
| | | | <input type="checkbox"/> Meet at STP | <input type="checkbox"/> Meet at Keller | | <input type="checkbox"/> 6-8PM | | <input type="checkbox"/> Van Paris |
| | | | <input type="checkbox"/> _____ | | \$ _____ | <input type="checkbox"/> 8:30-10:30PM | | <input type="checkbox"/> Studebaker |
| | | | | | | <input type="checkbox"/> _____ | | |

Program Fees: _____

Additional Fees: _____

Total Amount Due : \$ _____

PROGRAM TIMES - All groups may arrive no earlier than 15 minutes prior to program start time and must depart no later than 15 minutes after program end time. Early entry or later departure requires additional ranger fees at a cost of \$40/hr. All renters must be out by 11:00 p.m. by County Ordinance. _____ (Initials)

ALCOHOL (beer & wine only) is permitted within the shelter area as long as it is served in non-glass cups or cans. Alcohol may not be sold. The serving of alcohol to minors or the consumption of alcohol by minors is strictly prohibited. It is the sole responsibility of the Responsible Person to comply with any and all Federal, State and local laws and ordinances regarding the sale, service, or consumption of alcohol, including, but not limited to, the securing of any and all authorizations or permits necessary. Any and all questions regarding what is required or permitted by law for the service or consumption of alcohol should be directed to the Indiana State Excise Police (<http://www.in.gov/atc/ise/p/>). The local Excise Police office in Bristol, Indiana may be contacted at (574) 264-9480. County Park staff will NOT provide any counsel or legal advice regarding the service or consumption of alcohol. _____ (Initials)

PAYMENT/REFUNDS – All program fees are final. All program reservations must be paid within five (5) business days after reservation is made. If payment is not received, reservation will be canceled. If participant cancels following payment and up to two (2) weeks prior to program date, 20% of total fee will be withheld. For cancellations made within two (2) weeks of program date, no refunds will be issued. If cancellation is made by park staff due to weather or unforeseeable conditions, the program will be rescheduled if possible, or a complete refund will be issued. (**Returned Check** fee is \$35.00). _____ (Initials)

RELEASE AND INDEMNIFICATION AGREEMENT -

For and in consideration of St. Joseph County Parks licensing the undersigned to participate in the above designated program on _____ (date of event), the undersigned, executors, and administrators hereby agrees to release, hold harmless, defend and indemnify St. Joseph County, Indiana and St. Joseph County Parks Department, their officers, directors, employees and agents, from any and all costs, claims, losses, liabilities or damages arising from or in any way related to, the participation in the above mentioned program and all associated activities. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk for myself and group by renting and participating in this activity. _____ (Initials)

Authorized Signature _____ Date _____

PARK RULES & SHELTER POLICIES

- Renter must be present at rental.
- Absolutely no balloons, egg tosses, confetti, dunk tanks or candles are allowed in the park.
- Alcohol (beer and wine only) is permitted within the shelter in non-glass containers. It is the sole responsibility of the Responsible Person to comply with all laws and ordinances regarding the sale, service, or consumption of alcohol, including, but not limited to, the securing of any and all authorizations or permits necessary for the service of alcohol.
- Causing damage to signs, shelters and other structures is prohibited. **The use of staples, nails, and/or tacks for the purposes of decorating/hanging signage and/or banners is strictly prohibited.**
- It is unlawful to litter or dump trash in the park.
- Tents, canopies, pop-ups, etc. are not allowed in shelter/picnic areas except where designated and approved.
- Amplified sound shall not exceed 75 decibels within a 150 foot area, and will be monitored by Park Rangers. Noise levels should not disturb other park patrons or renters.
- The number of persons attending a shelter rental shall not exceed the fire code capacity of the facility.
- No live animal exhibits—no petting zoos or pony rides.
- Possession of firearms and weapons is prohibited.

- Smoking is not allowed in any park building or on park property.
- Defacement, destruction, removal or disturbance of property, equipment or natural features is prohibited.
 - Pets must be restrained on a six (6) foot leash. No pets are allowed in buildings (other than service dogs). Owners must clean up after their pets. Pets are not allowed in designated swimming areas.
- Sledding/tobogganing is prohibited. Inner tubing is allowed only during staff supervised times/in designated locations.
- Fishing activities and boat launching is permitted in designated areas. (All state laws apply)
- Disorderly conduct is prohibited, as well as other activities which are deemed dangerous or improper.
- Maximum speed is 20 mph or as posted. Vehicles may be operated only on roadways and must park in designated parking areas. Service roads are available for drop off of special needs individuals. Vehicles must return to designated parking areas after drop off.
- Ground fires are not permitted without written permission of the Director. All other fires are restricted to limited areas and containers such as grills, wood burners or fireplaces.**

I have read and understand the Park Rules & Shelter Policies _____ (Initials)

INNERTUBING HILL RULES

- Each person must wait at the top of the hill until front clears.
- One person per innertube.
- One innertube per person.
- No spinning allowed.
- No riding on knees.
- No sleds, toboggans, discs or snow boards.
- Keep chains linked at all times (3 people max).
- Obey park staff.
- **Not recommended for children 3 yrs. or younger.**

I have read and understand the Inner tubing Hill Rules and will explain them to our party guests. _____ (Initials)

A fee of \$30 per hour per staff will be billed if extraordinary clean-up is necessary. _____ (Initials)

Extraordinary clean up includes, but is not limited to, park staff being required to:

- Clean food and debris from the site utilized by the group (floors, restrooms, tables and surrounding areas);
- Removal of decorations, tape and signage (using staples, tacks or nails is considered damage to property);
- Rake up of debris or refuse from around garbage cans and picnic tables;
- Clean up and disposal of items which violate park rules & policies including: glass, confetti, balloons, cigarette butts, etc.

Note: the fundamental rule on additional charges not being billed are: participants should leave park equipment and facilities in an “as found” condition.

I have read the terms of this Contract, Rules, and Shelter Policies and understand that I am accountable for the behavior and conduct of my participants. I understand the conditions whereby the security deposit when applicable will or will not be returned. I understand it is my responsibility to contact park staff to inspect the equipment and site before I leave the park.

Authorized Signature: _____ Date: _____

Authorized Representative of: _____
(Company/Agency/Church/Family Group, if applicable)

ST. JOSEPH COUNTY PARKS DEPARTMENT WAIVER OF LIABILITY RELATING TO COVID-19

This Waiver of Liability Relating to COVID-19 is a required addition to the general St. Joseph County Parks Department Special Events Application for the foreseeable future and to any other agreements for rental of Parks Department personal property or participation in Parks Department activities.

I, the undersigned, attest that I am not experiencing any symptoms of illness such as a fever, cough, or shortness of breath, and am unaware of any of the proposed attendees having such symptoms. I am aware that it is advised that my event should follow the safety and hygiene protocols that have been recommended by the Center for Disease Control and Prevention ("CDC") and that I am required to follow any safety and hygiene protocols that are required by federal, state, or local authorities.

I acknowledge that I am voluntarily (a) submitting a Special Events Application for permission to hold an event at a property owned by the St. Joseph County Parks Department ("Event Application"); (b) participating in St. Joseph County Parks Department events/activities whether on-site or off-site ("Parks Event"); or (c) requesting to rent St. Joseph County Parks Department personal property ("Property Rental") (collectively, "Parks Department Activities"). In consideration for participation in such Parks Department Activities, I acknowledge and agree as follows:

Novel Coronavirus ("COVID-19") infections have been confirmed throughout the United States, including throughout the State of Indiana and in St. Joseph County in particular.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 during/ at such Parks Department Activities as applicable, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 during/ at such Parks Department Activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, St. Joseph County Parks Department employees, officers, directors, volunteers, and agents.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself and my minor children, as applicable (including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I or my immediate family may experience or incur in connection with my participation in Parks Department activities, including, for the avoidance of doubt and without limitation, exposure to COVID-19 at any St. Joseph County Parks Department property and any illness, injury or death resulting therefrom ("Claims"). On behalf of myself and immediate family, I hereby release, covenant not to sue, discharge, and hold harmless the St. Joseph County Parks Department, the St. Joseph County Parks Board, the St. Joseph County Board of Commissioners, the St. Joseph County Council, their officers, directors, employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the St. Joseph County Parks Department, the St. Joseph County Parks Board, the St. Joseph County Board of Commissioners, the St. Joseph County Council, their officers, directors, employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after my participation in Parks Department Activities.

Printed Name

Signature

Date



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Name: _____ Phone: (____) _____

Organization Name: _____ Alt. Phone: (____) _____
(Company/Agency/Church/Family Group, if applicable)

Address: _____ City _____ State _____ Zip _____

Date of Program: _____ Time Frame of Program: _____

Program desired (check all that apply): # of Participants: _____ Grade/Age: _____

| <u>Winter Inner tubing</u> | <u>Group Canoe Rental</u> | <u>Fall Hayrides at Bendix Woods</u> |
|--|--|---|
| SITE | TRIP | |
| CAPACITY/FEE | CAPACITY | CAPACITY FEE |
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Program Fees: _____

Additional Fees: _____ **Total Amount Due :** \$ _____

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I have read and understand the Park Rules & Shelter Policies _____ (Initials)

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I have read and understand the Inner tubing Hill Rules and will explain them to our party guests. _____ (Initials)

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Authorized Representative of: _____
(Company/Agency/Church/Family Group, if applicable)

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By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 during/at such Parks Department Activities as applicable, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 during/at such Parks Department Activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, St. Joseph County Parks Department employees, officers, directors, volunteers, and agents.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself and my minor children, as applicable (including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I or my immediate family may experience or incur in connection with my participation in Parks Department activities, including, for the avoidance of doubt and without limitation, exposure to COVID-19 at any St. Joseph County Parks Department property and any illness, injury or death resulting therefrom ("Claims"). On behalf of myself and immediate family, I hereby release, covenant not to sue, discharge, and hold harmless the St. Joseph County Parks Department, the St. Joseph County Parks Board, the St. Joseph County Board of Commissioners, the St. Joseph County Council, their officers, directors, employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the St. Joseph County Parks Department, the St. Joseph County Parks Board, the St. Joseph County Board of Commissioners, the St. Joseph County Council, their officers, directors, employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after my participation in Parks Department Activities.

Printed Name

Signature

Date