



CITY OF MARTINEZ LIABILITY WAIVER AND RELEASE, AND INDEMNITY AGREEMENT

I agree that my picnic rental for the City of Martinez Picnic is voluntary and that I assume all risk of injury, illness, damage or loss to me or to my property that might result from my participation. I further agree (on behalf of myself and my family members, personal representatives, heirs, executors, administrators, agents and assigns) to release and discharge the City of Martinez and its officers, employees, and agents, from any and all claims, liability, loss, penalties, expenses and costs (including attorney's fees), or causes of action (known or unknown) (collectively, "Liability") arising out of my participation, except to the extent that such Liability is caused by the gross negligence or willful misconduct of the City.

I HAVE READ THIS WAIVER AND RELEASE IN ITS ENTIRETY. I FULLY UNDERSTAND IT, AND RECOGNIZE THAT THIS WAIVER AND RELEASE IS A LEGALLY BINDING DOCUMENT. I UNDERSTAND THAT BY EXECUTING THIS WAIVER AND RELEASE, WE ARE VOLUNTARY ASSUMING THE RISKS DESCRIBED HEREIN, AND WAIVING OUR LEGAL RIGHTS ASSOCIATED THEREWITH.

RECREATION



YOUTH PROGRAMS • AQUATICS • SPECIAL EVENTS • SPORTS

Please read and sign below to acknowledge the following picnic rules and regulations:

Picnic reservations made online and over the phone will receive a permit by email and a reservation placard will be mailed prior to the rental date. It is the responsibility of the renter to ensure they have the official picnic permit before the rental date.

ALCOHOLIC BEVERAGE PERMIT: An alcohol permit is included, at no additional cost, with the picnic reservation. Renters must have the permit available at all times when alcohol is present at the event. Sale of alcoholic beverages is not allowed.

AMPLIFIED SOUND PERMIT: An amplified sound permit is included, at no additional cost, with the picnic reservation. Amplified sound is only allowed between the hours of 11am and 7pm. We also request that you take into consideration other park users and obey any requests made by the Police Department. Renters must have this permit available at all times.

DECORATIONS: Use of masking tape is allowed on picnic tables and picnic structures. No nails or staple guns. Before leaving, please remove all decorations and throw all trash away in the garbage cans provided on site.

RESTRICTIONS: These following items are not allowed during the picnic rental:

- No hard liquor (*Beer and Wine only allowed with permit*)
- No bounce houses, inflatables, water slides, etc.
- No glass containers
- No portable BBQ's or grills
- No additional tables and chairs
- No livestock
- No driving on grass areas or pathways at any parks
- No emergency gate access to Olive Grove area
- Food trucks must have a health permit and cannot take up more than one parking space, block pathways or park in NO PARKING zones

- Canopies may be used, but must be secured to the ground
- Damage to any park area or failure to clean the area prior to leaving will result in loss of deposit

HEALTH AND SAFETY: Renter shall, throughout the term of this agreement, maintain the premises in good, safe, clean and sanitary condition and keep the premises in good repair. All beverages must be dispensed in unbreakable containers. Fires are prohibited outside of immediate fire rings or grill. Fires should be fully extinguished prior to leaving the premises. All trash is to be properly disposed in trash can liners (bags) tied and placed in can. Please recycle.

DEPOSIT REFUNDS: Prior to leaving, Renters must email before and after photos to recreation@cityofmartinez.org to ensure cleanliness of the picnic area. Failure to send photos may delay the deposit refund. Refunds will be processed on the Tuesday after the rental date.

CANCELLATIONS/RESCHEDULING: To cancel or reschedule email recreation@cityofmartinez.org. Cancellations or rescheduling must be made two weeks or more prior to the event date and will be assessed a \$10 fee. Cancellations made within 14 days will forfeit all fees.

The City of Martinez has sole discretion to modify or cancel reservations at any time for any reason, including revocations in response to changes in County, State or local public health guidance related to outdoor gatherings.



Code of Conduct

The City is committed to delivering high-quality community services and recreational programs in a safe, respectful, and inclusive environment. To maintain this standard, all individuals must adhere to the following expectations. Concerns should be reported immediately to City staff or by calling (925) 372-3500.

Code of Conduct Expectations:

1. Comply with all applicable City, local, state, and federal laws, ordinances, rules and guidelines.
2. Parents/guardians/hosts are responsible for minors/guests in their care (includes rentals).
3. Treat all individuals with kindness, courtesy, and respect.
4. Do not use abusive, obscene, threatening, harassing, or inappropriate language or gestures.
5. No physical violence, threats, intimidation, or unwanted contact.
6. Respect City property, including facilities, equipment, and landscaping. Report vandalism to staff or call (925) 372-3500.
7. No loitering, sleeping, or use of public areas (e.g., restrooms) for hygiene purposes.
8. Audio or video recording on City property requires prior authorization and a permit.
9. Offensive body odors or poor hygiene that affect others may result in removal until resolved.
10. Participants must be self-sufficient during activities. If necessary, an attendant must accompany the participant and remain on-site.

Enforcement:

Violations of the Code of Conduct may result in a warning, citation, removal from City facilities or programs, or referral to law enforcement, depending on the severity of the offense.

Thank you for supporting a safe and positive environment in the City of Martinez.

I agree and understand the above Code of Conduct and Enforcement.

Full name: _____ Date: _____

Signature: _____