



City of Helena Parks and Recreation Department
INFLATABLE STRUCTURE USER AGREEMENT &
PERMIT APPLICATION 316 North Park Avenue,
Suite 405; Helena, MT 59623 Phone: (406) 447-8463
Fax: (406) 447-8460

Helena Parks and Recreation - Inflatable Structure User Agreement

The City of Helena Parks and Recreation Department has implemented a policy governing the use of inflatable structures on city property. The city desires to provide safe parks and recreational opportunities for all city residents and visitors. To achieve this goal reasonable standards are provided to promote safety and enjoyment of the city's parks and open lands.

DEFINITIONS: Inflatable structures are to be used for the sole intent of recreational purposes and include but are not limited to: Bounce houses, castles, slides, jumpers, soccer bubbles, obstacle courses, sumo suits or any other similar structure.

NOTE: Inflatable structures that have or use water features are not included in the definition of an inflatable structure and are not permitted in parks or on city property.

Privately owned, non-commercial inflatable structures are not permitted in city of Helena Parks. Inflatable structures shall only be rented from a vendor that has liability insurance on file with the city of Helena.

TERMS AND CONDITIONS:

Use of an inflatable structure ("Inflatable") in the City's parks and facilities requires the User and Vendor to agree to the following terms and conditions:

1. User shall submit the Inflatable Structure Permit Application selecting the park location listed below.
2. User is required to provide proof of insurance with a minimum \$1 million/occurrence and \$2 million general aggregate, with the city named as an additional insured. Determination of sufficient coverage will be made during the application review process.
3. Inflatable Structures may not be set up on any park trail, right of way, or parking lot areas.
4. User shall agree to indemnify, protect, defend, save and hold harmless the City of Helena, its officers, employees, agents, and volunteers from and against any and all liability, claims, suits, and causes of action for death or injury to persons, or damage to property, resulting from intentional or negligent acts, errors, or omissions of Vendor arising out of the setup, use or operation of the Inflatable Structure, or resulting from any violation of any federal, state, or municipal law or ordinance, the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Vendor, which occurs related to the setup, use or operation of the Inflatable Structure. The User further agrees to waive all claims against the City on account of any loss, damage or injury from whatever cause which may occur to it and its property in the use and occupancy of said described premises, the giving of this waiver being one of the considerations upon which this Agreement is granted.
5. Use of the City's parks and facilities constitutes the User's agreement to follow all rules and regulations set forth in the Inflatable Structure Permit Application.
6. Users and selected Vendor shall follow all applicable ordinances of the City of Helena.
7. Users shall obtain a City of Helena Business License.
8. Privately owned, non-commercial Inflatable Structures are not permitted in parks and at facilities.
9. Structures shall only be rented from a Vendor that has liability insurance on file with the City of Helena Parks and Recreation Department.

10. Inflatables shall not remain in City parks or facilities overnight and shall be set up and removed only by Vendor or representatives of the Vendor in compliance with the manufacturer's specifications.
11. Inflatables shall be free standing and weighted. **Stakes are prohibited** in City parks and facilities. Inflatables shall not be tied or tethered to trees, tables or other park amenities or structures. **For safety, if the Inflatable manufacture recommends that the unit be staked, then the unit will not be permitted for use in City of Helena parks.**
12. User agrees to assist Vendor in providing adequate and appropriate adult supervision at all times to assure that the use is in compliance with the manufacturer's recommendations and operating procedures, reflecting a safe level of operation.
13. User understands that the Vendor shall be responsible for providing a generator for inflation of the inflatable structure. **THE CITY SHALL NOT PROVIDE ELECTRICITY FOR INFLATABLE STRUCTURE USE.** The generator shall be one rated as "quiet" (65dB or less) and shall not generate noise in excess of City Noise Ordinance (Helena Municipal Code, Title 5 Chapter 7). The generator shall be placed a safe distance from the inflatable structure and all electrical cords properly insulated, grounded, and covered to prevent tripping hazards. Electrical cords running across a public street from a nearby private residence are prohibited. Additional gasoline cans shall not be stored next to the generator. All Inflatable Structures and generators shall be placed within fifty (50) feet of each other, at the park location authorized by City staff, per the Inflatable Structure Agreement.
14. Users and Vendor shall be jointly and severally liable for all damages caused by their use of the inflatable structure in the city's parks and or facilities. Damage to city property or turf will result in additional charges to the user.
15. Users who fail to execute the inflatable structure use agreement shall not use inflatable structures at a city park. A user who is found using an inflatable structure without having signed the Inflatable Structure Use Agreement is subject to immediate termination of the event whether or not the event has commenced or is in progress.
16. User assures that the individual taking responsibility for the Rental Application and Permit is 21 years of age. User understands and ensures that an authoritative representative of the organization, over the age of 21, will remain on the premises for the duration of the event. User understands that the organization is solely responsible for determining whether the site is safe and appropriate for use prior to each use, and will notify the City of Helena Parks Department of any known safety hazard. Safety includes protection of the resources as well as participants.
17. User agrees to place a damage deposit and pay a use fee determined by the Parks Administrative Office.

ADA NOTICE - CITY

The City of Helena is committed to providing access to persons with disabilities for its meetings, in compliance with Title II of the Americans with Disabilities Act and the Montana Human Rights Act. The City will not exclude persons with disabilities from participation at its meetings or otherwise deny them the City's services, programs, or activities.

Persons with disabilities requiring accommodations to participate in the city's meetings, services, programs, or activities should contact the City of Helena Community Development Office as soon as possible to allow sufficient time to arrange for the requested accommodation, at any of the following: Phone: (406) 447- 8490; TTY Relay Service 1-800-253-4091 or 711 Email: citycommunitydevelopment@helenamt.gov, Mailing address & physical location: 316 North Park, Avenue, Room 445, Helena, MT 59623.

***HELENA'S CITY PARKS ARE TOBACCO-FREE.
FOR THE HEALTH AND ENJOYMENT OF ALL, THANK YOU FOR NOT USING TOBACCO
PRODUCTS.***



City of Helena Parks and Recreation Department
PARK RESERVATION AND USER PERMIT APPLICATION FORM
316 North Park Avenue, Suite 405; Helena, MT 59623
Phone: (406) 447-8463 Fax: (406) 447-8460

Park Use Information

Today's Date:

Park Name:

The following includes a list of approved parks that the City finds suitable for the use of inflatable structures. These parks include: Anchor Park, Centennial Park, Lockey Park, Memorial Park, Pioneer Park, and Women's Park. Use in any other City Park will be at the discretion of the Parks Superintendent and the Parks and Recreation Director.

Date(s) Requested:

Day(s) of Week:

Set-Up Time:

Clean-Up Time:

Total Hours:

Name of Inflatable Device Company:

Type of Inflatable Device (Bounce House, Obstacle Course, Inflatable Goals, etc.):

Contact Information

Customer or Organization Name:

Contact Name: (First):

(Last):

Address:

City:

State:

Zip:

E-mail:

Preferred Phone #:

ADDITIONAL COMMENTS

LIABILITY WAIVER AND INDEMNIFICATION

LIABILITY WAIVER AND INDEMNIFICATION: I _____, by signing below, hereby acknowledge that there is an inherent risk of injury when using outdoor facilities, such as City Parks, and factors outside of the City’s control, such as the weather, may increase the risk of injury. Therefore, I voluntarily release, to the full extent permitted by law, the City of Helena and its elected and appointed officials, officers, agents, employees, and volunteers, from any liability in connection with my use of the City’s facilities or equipment as specified in this application, including any claims which allege negligent acts or omissions on the part of the City. I understand that by signing this document, I may be waiving my legal rights to a jury trial to hold the City legally responsible for any injuries or damages resulting from risks inherent in sport and outdoor recreational opportunities or for any injuries or damages I may suffer due to the City’s ordinary negligence that are the result of the City’s failure to exercise reasonable care. I further agree to indemnify, defend, hold harmless, and save the City, its elected and appointed officials, officers, agents, employees, and volunteers from any and all claims, losses, damages, and liability, including the cost of defense thereof, occasioned by, growing out of, or in any way arising or resulting from my use of the City’s facilities or equipment or any act or omission on the part of myself, my agents, employees, officers, or invitees in connection with my use of the City’s facilities or equipment as specified in this application.

SIGNATURES

By my signature, I acknowledge that I have read, understand, and agree to the policies and procedures set forth in this City of Helena Park Reservation Application Form.

Applicant’s Printed Name:

Date:

Applicant’s Signature:

Approved By:

Date:

***Thank you for coordinating with the City of Helena’s Parks and Recreation Department
and for abiding by the following park use rules and regulation.***

We hope you enjoy your park experience!

CITY OF HELENA CODES, REGULATIONS, AND RULES

- 1) City code: rules and regulations for parks: 7-12-2:** The following rules and regulations shall apply to all public "parks" as defined above:
- a) It is unlawful to camp or sleep overnight in any public park, park walkway, boulevard, greenway, open space area, or beneath any public bridge within or adjacent to any of the areas identified herein without the written permission of the director of parks and recreation or his designated representative.
 - b) It is unlawful for any person or persons to cause to be started or to maintain any open fire of any nature in any public park, park walkway, boulevard, greenway, open space area, or beneath any public bridge within or adjacent to any of the areas identified herein. Hot coal fires for barbecuing are permitted only in barbecue pits provided for that purpose.
 - c) It is unlawful to hunt, trap, gather firewood or use motor vehicles in any public park except as specifically authorized.
 - d) No person shall swim or wade in any public pool in any park except during regular hours open to the public.
 - e) No person shall hit golf balls, engage in archery, throw metal spears, or otherwise cause the flight of dangerous projectiles in a public park.
 - f) No person shall use the tennis courts in any public park for purposes other than the sport of tennis. No person shall hang on tennis nets, use street shoes, operate motor vehicles on, or otherwise abuse the tennis courts in any public park.
 - g) No person shall enter a public park or remain within a public park while his or her privilege to use the public parks is suspended or rescinded. (Ord. 2758, 11-27-1995)
- 2) General Uses:**
- a) Programs held on or in tax-supported city park facilities must be open and available to the general public. The use of tax-supported facilities for personal or private profit requires a park permit.
 - b) Some facilities and sites are reserved for general public use and are NOT available for reservations.
 - c) Reserved use of park facilities is prioritized by;
 - 1) parks and recreation programs,
 - 2) organized clubs or organizations as per agreements in good standing,
 - 3) schools and charitable groups,
 - 4) general public
 - d) When park facilities are not reserved in advance, they are available to the public on a first come, first serve basis.
 - e) The Helena Parks and Recreation Department shall have the right to terminate park reservation and use permits if it is determined the use is not acting in accordance with the permitted use.
 - f) Damage deposits are returned if no damage has occurred associated with the park reservation use. Any costs due to damages caused by renter or any person(s) within their party are the responsibility of the renter. This includes but is not limited to vandalism, damage or destruction caused by abusive use of garbage left at the site.
 - g) Adult baseball is not allowed in Lockey or Barney parks.
 - h) Motorized vehicles are not allowed in parks unless special permission is granted by the city manager. Motorized vehicles may be operated only on streets, parking lots, and other posted areas.
 - i) Alcohol is prohibited without all valid permits.
 - j) Use of tobacco products are not allowed in city parks.
 - k) Noise permits are required whenever there is amplified sound of any kind on city property.
 - l) The use of livestock in parks requires prior written permission of the department.
 - m) Additional rules are developed for specific programs as deemed necessary by department staff.