PARKS AND RECREATION DEPARTMENT

RULES AND REGULATIONS

These Rules and Regulations are intended to assure the public that Lackawanna County, through the Parks & Recreation Department, will operate and maintain recreation facilities in a clean, attractive and safe condition for the use and enjoyment of all park visitors and are open to all members of the public without discrimination. These rules and regulations shall apply to all parks owned, operated and maintained by Lackawanna County, including, but not limited to McDade Park, Merli-Sarnoski Park, Aylesworth Park, Covington Park, the Lackawanna Coal Mine Tour, the North Pocono Trail System, and any future recreational lands acquired, developed and overseen by the Parks Department.

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SECTION 1. DEFINITIONS

1. Camping" shall mean erecting a tent or shelter or arranging bedding, or both, or parking a recreational vehicle or other vehicle for the purpose or remaining overnight.

2. "Director" shall mean the Director of Parks and Recreation Department, or his/her designee.

3. "Lackawanna County Parks and Recreation" shall mean the area included within the boundaries incorporated by the Lackawanna County Commissioners for the purpose of taxing property within said boundaries for maintenance and operation of the service area parks and pool/beach.

4. "Motor Vehicle" means any self-propelled device capable of being moved upon a road, and in, upon, or by which any person or property may be transported or drawn, and includes, but is not limited to, automobiles, trucks, tractors, motorcycles, motor scooters, (jeeps or similar type) four-wheel drive vehicles, and snowmobiles, whether or not they can legally be operated upon the public highways.

5. "Park" means and includes all Lackawanna County parks, parkways, trails, pools, beaches, athletic fields, play structures, play and recreation grounds, historic areas, the Model Coal Mine or other properties within park boundaries, owned or operated by Lackawanna County and under the management and control of the Parks and Recreation Department. Any group or organization that desires to use park facilities for a specific purpose (games, practice, clinic), shall obtain a Special Events Permit before engaging in such activity. The permit shall be issued by the Director, or his/her designee.

6. "Person" shall mean all individuals, firms, partnerships, corporations, clubs, and all associations or combinations of persons whenever acting for themselves or by an agent, servant or employee.

7. “Service Animals” are defined by The Americans with Disabilities Act (ADA) as “a dog that is individually trained to do work or perform tasks for a person with a disability.” ADA does not require the training to be conducted by any recognized organization or authority nor does it require any specific approval, certification, or license to show that the animal has been trained.

Per Lackawanna County Parks & Recreation, all animals must have proof of current vaccinations, when and if requested.

8. "Special Event" shall mean a group recreation activity in a Lackawanna County Park, sponsored or organized by an individual or organization that requires reserving park areas, planning, facilities, staffing or other services beyond the level normally provided at a Lackawanna County Park to ensure public welfare and safety, and facility or environmental protection. Any group or organization desiring to use park facilities for a specific purpose, shall obtain a Special Events Permit, issued by the Director, or his/her designee, before engaging in such activity.

9. "Trail" means any path or track designated for use by pedestrians, bicycles and which is not of sufficient width, nor designated to permit its use by standard passenger automobiles, other right-of-way specifically designated and posted for non-vehicular use.

10. ATV" or "All Terrain Vehicles" means a motorized off-highway vehicle with three or more inflatable tires.

SECTION 2. OPERATING HOURS

Lackawanna County Parks shall be open to the public from dawn to dusk, seven (7) days a week, year around. Such times and periods shall be posted at the entrance to the park and at the park office. No person shall enter to be present in a park or facility before the posted time for opening or after the posted time for closing without written permission from the Director.

1. RESTRICTED AREAS. Any person, except an authorized Lackawanna County Parks employee, or other persons authorized by law, shall be prohibited from entering or going upon any area which has been designated and posted by Lackawanna County Parks as a "no admittance" or "closed to use" or "no trespassing" area.

2. No overnight parking is permitted in Lackawanna County Parks (without written permission from the Director).

3. Children ages twelve (12) and younger shall not be allowed in any Park, unless they are accompanied by an adult.

4. Pool and Lake Bathing areas are open seasonally between 11:00AM and 7:00PM. When open, they will be maintained and monitored following PA Department of Health regulations. They can be closed at the discretion of the Director and/or lifeguards.

5. McDade Park offices and administration shall be open Monday-Friday from 8:00AM – 4:00PM, excluding holidays.

6. Hours of park operations may be altered or the Parks may be closed at the direction of the Board of Commissioners and/or the Lackawanna County Chief of Staff. Reasons may include staffing, emergency situations, weather, etc.

SECTION 3. PEACE AND QUIET

This section is to ensure the public can use the parks without undue disturbance and to ensure neighbors are not unnecessarily disturbed. Offenders will be asked to leave the park if the Director or associated staff determines they are too loud and they are not amenable or combative.

1. No person shall use profane or abusive language, or conduct oneself in a disorderly manner on Lackawanna County Park property.

2. No person shall use a powered public address system, amplified music speaker system, sound-emitting electronic equipment including electrical speakers, radio, phonographs, television, or other such equipment, at a volume which emits sound beyond the immediate individual that may disturb other park users without the written permission of the Director. Portable radios and music players are permitted, provided they shall not be operated at a volume or in any manner which unreasonably disturbs the peace of others.

3. People who desire to use loudspeakers, amplified music or public address systems in Lackawanna County Parks shall make a written request to the Director in advance of the proposed use. This use should be explained in the Special Event Application.

4. Engine-driven equipment, electric generators and compressors may only be operated within park boundaries with prior written permission from the Director. This use should be explained in the Special Event Application.

SECTION 4. REGULATIONS OF TRAFFIC

A. No person may stop, stand, or park a motor vehicle on Park property:
   1. within an intersection;
   2. on a bridge;
   3. any place an official sign prohibits, or regulates, stopping, standing, parking, or the manner of parking in general;
   4. on the traveled portion of a roadway or public driveway;
   5. on, or obstructing the entrance to, any bicycle path, cross country course, hiking path, or access road;
   6. so as to obstruct another vehicle or traffic;
   7. so as to occupy more than one parking space or park across painted parking lines;
   8. during those hours when the Park is not open to the public;
   9. on any grass area, other than during special events, such as car shows, or so as to injury any tree, shrub, plant or vegetation;
   10. in parking spaces which are designated for use by persons with disabilities unless such vehicles display a special registration plate, a removable windshield placard, or a temporary removable windshield placard allowing such parking which is issued by Motor Vehicle Administration of Pennsylvania or similar by another state.

B. All-Terrain Vehicles (ATV's) and snow mobiles are prohibited on park property.

SECTION 5. ROLLERBLADING, ROLLERSKATING, SKATEBOARDING

1. Rollerblades, roller-skates and skateboards are allowed in designated areas only. They are not allowed in playgrounds, tennis courts, sidewalks, basketball courts or pavilions, or where otherwise posted. Any person using rollerblades, roller-skates or skateboards shall obey all park signs regarding use of same and shall not operate them in a reckless manner.

SECTION 6. CAMPING, PICNICKING AND PARTIES

1. Overnight camping within Lackawanna County Parks and Recreation managed properties is currently not allowed without written permission of the Director.

2. Picnics, parties and larger gatherings (>20 people) are allowed in the pavilions with reservations. Completion of a Special Events Application is required to determine scale / scope of event and the final rental fee.

3. Picnics and smaller gatherings are allowed in designated areas where picnic tables, trash cans and grills are provided. Completion of a Special Events Application is not required.

4. The use of pop-up tents for special events or in picnic areas must be approved by the Parks Director. Unauthorized tent staking is not permitted in the Parks, due to potential underground utilities. All tent anchoring should be via above-ground methods like concrete or water barrels.

5. The use of bounce houses is not permitted.

SECTION 7. PETS & SERVICE ANIMALS

1. All dogs, other pets or domestic animals are allowed in the parks; however, the owner must have complete control of the pet at all times when in a Lackawanna County Park or Trail property. Unless otherwise noted (off-lease area, dog park, etc.), all dogs must be on a leash and curbed.

2. In Lackawanna County Parks, dogs, pets, or domestic animals are not permitted on any athletic playing field, children's playground area, swimming pool area, or in any public building unless so posted, except for service animals.

3. Owners or handlers are responsible for cleaning up their animals' waste deposits left on Lackawanna County Park property. Bags are available at each park.

4. Owners and handlers must abide by any County or local Ordinance, concerning custody and the control of dogs and domestic animals at all Lackawanna County owned Park facilities.

5. All pets and service animals must have proof of current vaccinations.

SECTION 8. SOLICITATION

1. No person shall engage in commercial solicitation, or sell, rent or peddle any goods, wares, merchandise, liquids, or edibles for human consumption in any Lackawanna County Park, except with a concession permit or written permission granted by the Director.

2. Any food vendor must hold required permits through the City of Scranton and the Borough of Taylor, they must have current Department of Health licensing and have a copy of liability insurance on file in the Lackawanna County Parks and Recreation office. Refer also to the Lackawanna County Concessions/Food Truck Ordinance.

3. Posted signs, posters, advertising, decoration, notices or anything similar may not be affixed to any tree, shrub, fence, railing, post, or structure within any Lackawanna County Park, without prior written permission from the Director.

SECTION 9. VANDALISM

1. No person shall remove, destroy, injure, mutilate or deface any park properties, trees, planting, equipment or facilities or enter or break into any locked restroom or any other park building or structures. This prohibition applies to all aspects of the natural or landscaped environment.

2. No person shall climb any tree or walk, stand or sit upon monuments, vases, fountains, railings, fences, or upon any other property not designated or customarily used for such purposes.

3. Parks & Recreation, in coordination with the Sheriff Department's, will review security cameras and investigate any vandalism act. To protect tax

payer investment, all efforts will be made to identify the vandal(s) and pursue justice in a manner that fits the crime.

SECTION 10. FIRES

1. No person shall build any fire in any park, except in areas designated for such purposes. This section shall not be construed to prohibit the use of barbecues or other portable stoves in such place and manner as not to create a hazard.

SECTION 11. FIREARMS AND/OR WEAPONS

1. No person shall discharge or propel across, in, or into any park area, a firearm, bow and arrow, spear, spear gun, sling shot, BB gun, air or gas weapon, or any device capable of injury or killing any person or animal, or damaging or destroying any public or private property.

2. Hunting is strictly prohibited in all Lackawanna County Parks.

SECTION 12. FIREWORKS

1. No person shall possess, discharge, set off, or cause to be discharged, in or into any park area and firecrackers, torpedoes, rockets, fireworks, explosives, or substances harmful to the life or safety of persons or property.

2. This shall also include those devices denominated as 'safe and sane" fireworks.

SECTION 13. RUBBISH AND SANITATION

No person shall, in any park:

1. Leave, deposit, drop or scatter bottles, broken glass, ashes, waste paper, cans, litter or other debris. All garbage shall be placed in receptacle designated for such purposes.

2. Deposit any household or commercial garbage, refuse, waste or rubbish, which is brought as such from any private property, in any park garbage can or other receptacle designed for such purpose.

3. Drain or dump refuse or waste from any trailer, camper, automobile, or other vehicle.

4. Clean or wash any automobile or other vehicle.

5. Pollute, or in any contaminate by dumping or otherwise depositing any waste or refuse of any nature, kind, or description, including human or animal waste, so it may enter into any stream, river, lake or other body of water running in, through or adjacent to any park.

SECTION 14. GAMES AND SPORTS

1. Playing games in a manner and/or location that subject(s) people or personal property, park resources or facilities to risk, injury, or damage is prohibited. Facilities shall only be used for their designated purpose(s).

2. All youth leagues, adult leagues, competitive and non-competitive events must register with the parks department when using courts and fields.

SECTION 15. SWIMMING

1. Rules for swimming, while using the pool or the lakes, are posted in swimming area. See Attachment A for the rules.

SECTION 16. FISHING AREA

1. The Pennsylvania Fish and Boat Commission has posted notices regarding special regulations at McDade Park. Only children twelve (12) years of age, and younger, and individuals with disabilities are permitted. However, the park is family-oriented, and parents are encouraged to fish and to assist their children.

2. No person shall knowingly introduce any invasive aquatic plants, animals (fish, reptiles etc.) into pond habitat.

3. Anyone fishing at the McDade ponds shall catch and release all fish back into the pond.

4. When fishing in the County-owned lakes, follow all PA Fish & Boat regulations regarding safe fishing practices and harvesting.

SECTION 17. PARK SCHEDULING

1. Lackawanna County Parks and Recreation begin taking reservations for the pavilions on the first working day of January- Pavilions are available through reservations only on a first come first serve basis. All parties comprised of twenty (20) or more members must obtain a reservation for a pavilion.

2. Sports facilities (fields, courts, race-courses) are also available on a first-come first-serve basis.

3. There will be a fee schedule for the rental of any pavilions, recreational facilities, ballfields, or athletic facilities promulgated by the Director of Parks and Recreation. The rental costs are posted each calendar year in January. Discounts apply for County residents and non-profits. The Director may waive fees at their sole discretion, where appropriate.

4. Special uses, including but not limited to filming, fundraisers, research, and benefits will require prior approval from the Director of Parks and Recreation, and completion of a “Location Agreement”.

SECTION 18. ALCOHOL/TOBACCO, CONTROLLED SUBSTANCES

1. Possession, use or distribution of alcohol (except. by special permit), illegal drugs or controlled dangerous substances on park property is strictly prohibited.

2. Smoking or the possession of lighted smoking materials in any form, including but not limited to the possession of lighted cigarettes, cigars,

pipes or other tobacco products, vaping products and electronic cigarettes (e-cigarettes) are prohibited in all County parks.

SECTION 19. RULES AND REGULATIONS PROMULGATION

1. Additional Rules and Regulations may be promulgated in accordance with the appropriate County Ordinance or Resolution applicable thereto.

SECTION 20. ENFORCEMENT AND PENALTIES

(A) Enforcement.

To enforce these regulations, a police officer, Lackawanna County Sheriff, and any other person authorized to enforce ordinances or regulations, may issue a notice of violation or other offense notice as permitted by law.

(B) Penalties

1. Any person violating any of the provisions of this Ordinance shall be guilty of a summary offense, and upon conviction thereof shall pay a fine of not less than $100, or more than $300. Each violation hereunder shall constitute a separate offense.

2. Any person refusing to leave the park area upon lawful order of a county employee or law enforcement officer may be charged with trespassing pursuant to 18 Pa C.S.A. §3503 *et seq*.

3. Should a holder of a Special Events Permit, issued by the Director of the Parks Department under the provisions of these regulations be convicted of violating any provision of this Ordinance, such conviction shall be cause for revocation of any current permits. The Director of the Parks Department may, at their discretion, also consider such convictions when evaluating applications for future permits.

SECTION 21. LIABILITY

1. Any person who uses any County Park in any way does so at their own risk.

2. Special activities (ie. 5K runs, research, art installations, filming, sports tournaments etc.) will require completion of a “Location Agreement” and may require proof of insurance naming the county as an “additional insured” on the policy.

ATTACHMENT A

McDade Park Pool Complex Rules

- McDade Pool is open 11:00am to 7:00pm; or as posted.
- Absolutely NO swimming while lifeguards are off duty.
- Life vests are available upon request and while supplies last.
- Any summer camp, not associated with Lackawanna County, that is transporting campers to the pool complex must register with the Parks & Recreation office to coordinate usage and assure safety measures are in place.
- No pets; service animals are permitted on a leash with proof of vaccination papers.
- No diving in area of six feet or less.
- No food or drinks within 20 feet of water. No glass containers in the pool/splash pad area.
- No littering. Use the trash receptacles.
- No smoking / vaping in pool complex.
- Listen to the lifeguards. A patron will be verbally warned for the first offense and failure to comply will then result in removal from the pool complex.
- Walk. No running allowed along the pool.
- Report all injuries, even minor cuts.
- Persons with infections or diseases that may be transmitted by the pool water are prohibited.
- Children who are not toilet-trained will be allowed in the pool only if they wear a swimsuit diaper or plastic pants and a swim suit. Cloth or disposable diapers are not acceptable.
- Use of the pool is prohibited during severe weather. Follow lifeguard instructions and seek shelter as directed.
- Foul or abusive language will not be tolerated.
- The County is not responsible for lost or stolen items. Any found items will be placed in the lifeguard room.

ATTACHMENT B

Park Pavilion Rules

- The pavilions may be used by anyone during regular park hours, unless previously reserved. To avoid confusion any larger groups (>20 people) are encouraged to make reservations in advance by calling the Park office at 570-963-6764.
- All pavilion requests should be made through the Parks & Recreation office at McDade Park.
- Hours of operation are 9:00 am until dusk.
- Maximum capacity is 150 people at Aylesworth, Covington and McDade. The pavilions at Merli-Sarnoski have a maximum capacity of 125 people.
- Reservations will be taken on a first-come, first-serve basis starting January 2nd of each year.
- Reservations must be made by a person over the age of 18.
- Alcoholic beverages, drugs, tobacco products are prohibited in the pavilions.
- Loud music or disorderly conduct that bothers and disrupts other park users is not permitted and will not be tolerated.
- The County is not responsible for any items left in the pavilion or stolen. Lost and found items are located in the Park office.
- Picnic tables must remain inside the pavilion and should not be moved without permission from the Parks director.
- Use of nails, screws, tacks or duct tape for the purpose of hanging signs or banners on tables or the pavilion itself is prohibited.
- In the event of thunder/lighting, the pavilions must be made available to all park patrons, regardless of reservations.
- All groups reserving the pavilion must fill out a Special Events Form and obtain a permit from the Parks and Recreation office.

ATTACHMENT C

Lackawanna County Park Ambassador Program

This is an all-volunteer program that provides a means to promote community stewardship and bridge any communication gap between the community and the Parks & Recreation Department. The program will send a message that the community cares about its parks, and that the County, in turn, will strive to be responsive to any identified needs.

Ambassadors will visit the park and document maintenance needs, report acts of vandalism, interact with park users, and encourage positive use of public space. There is no enforcement of park rules & regulations. The Ambassador position is a minimum one-year commitment and requires volunteers to attend an Ambassador Orientation prior to participation in the program.

Once trained, volunteers are expected to:

- Visit the park at least twice a month to observe the overall condition
- Report any unusual or suspicious activities within the park
- Provide feedback and assist with public outreach for proposed park projects
- Organize one park beautification event per year

The County Parks & Recreation Department will:

- Orient individuals to the Park Ambassador program
- Keep Ambassadors informed of park projects or activities taking place
- Provide maintenance tools and arrange for the use of maintenance equipment during scheduled beautification days
- Recognize the Ambassadors on the Parks & Recreation web page

ATTACHMENT D

Volunteer Liability Waiver and Agreement

By signing below, I, the volunteer (or volunteer's legal guardian), acknowledge that entry into this agreement ("Agreement") with Lackawanna County ("County") is in consideration of my participation as a volunteer, and confirm my understanding and agreement to the following:

Policies and Safety Rules

I will comply with County's volunteer policies, safety rules, conduct expectations, and other directions. I understand that the County does not tolerate bullying, harassment, threatening behavior, or violence of any kind. I understand that noncompliance may result in termination of my volunteer status.

Volunteer Not an Employee

I understand that (a) I am not an employee of the County, (b) I will not be paid for my participation, and (c) I am not covered by or eligible for any County insurance, health care, worker's compensation, or other benefits. I understand that the County may terminate my volunteer status at any time, for any or no reason.

Risks Associated with Volunteering

Volunteering for Client has risks. These risks may arise in a variety of ways. They include, without limitation: my lifting heavy objects or otherwise exerting myself, handling glass and materials, using hot or sharp objects or other tools, being exposed to dust, loud noises, and interacting with and being in the presence of other volunteers, visitors and other people.

I understand that these risks include risks of injury, illness, death, and property damage or loss, and that they may arise from my own actions or from the actions of others at or near County facilities or encountered when traveling for Client activities offsite. I also understand that even if the County, I, and other persons present at County facilities or County sponsored events follow all health and safety protocols, I may still be exposed to COVID-19 or other infectious diseases.

Awareness and Assumption of Risk

I understand the information above, and confirm and acknowledge that these are risks associated with volunteering. With such information and awareness, and with the recognition that other factors may create additional such risks, I knowingly, freely, and voluntarily: (a) sign up to volunteer for the County; (b) engage in volunteer activities; and (c) assume and accept the risks of all injury, death, property damage or loss, financial obligation, loss of privacy, loss of reputation, and all other injuries and other consequences, whether known or unknown, whether foreseen or unforeseeable, and whether incurred at County facilities, County sponsored events or elsewhere, that may result, directly or indirectly, from my presence at County facilities or participation as a County volunteer, regardless of the cause.

Waiver and Release of Claims

I waive and release Lackawanna County and its commissioners, directors, agents, employees, volunteers, and affiliates (collectively, "County Parties") from any and all liability, claims, costs, and expenses of any kind and of whatever nature which I or my heirs, next of kin, or legal representatives may have or which may later accrue, caused by or arising directly or indirectly from my presence at County facilities or participation in County activities. This release and waiver includes, in each such case, all claims in respect of the risks noted above, known and unknown, foreseen and unforeseeable, regardless of the cause or whether such claims arise from tort, contract, or otherwise, and even if caused by negligence, whether passive or active. I will not sue any of the County Parties on the basis of these waived and released claims.

Medical Conditions

I understand that I am solely responsible for knowing my own physical condition and making my own decision about volunteering.

Medical Care Consent and Waiver

I authorize the County to provide me with first aid and to arrange medical assistance, transportation, and emergency medical services for me if I get hurt while volunteering. I understand that the County is not obligated to provide this care. I also understand that I am solely responsible for any costs related to my medical treatment and transport, and that the County does not provide health, medical, disability, or other insurance coverage for me.

Assignment of Work Product

I grant full rights to the County in any reports, brochures, website content, photos, images, videos, or other materials or works I may create in the course of volunteer activities, and any intellectual property rights in or derivatives of such materials.

Use by County of My Name and Image

I understand that County may take photos or videos of me. I consent to use by County of my image, voice, name, and story, and of images of any works I may create as a volunteer (collectively, "Materials"), in County's digital and print promotional, fundraising, educational, and other communications. County may use the Materials without obtaining my approval or paying me for such use. I grant the County all copyrights in and waive any legal claims relating to the Materials, including those relating to copyright, rights of publicity or privacy, or defamation, or arising from any distortion, blurring, or alteration that may occur in the making, editing, or use of the Materials.

General Provisions

I understand that this Agreement will be binding for so long as I am a volunteer with the County. This Agreement will run in favor of, and may be enforced by, each of the County Parties, and will bind my heirs, next of kin, and legal representatives. This Agreement will be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the

other terms remain effective. This Agreement will be governed by Pennsylvania law.

____ I affirm that I am of legal age and able to sign on my own behalf and am freely signing this Agreement. I have read this Agreement and fully understand that by signing this Agreement, I am giving up legal rights and remedies that may be available to me and to other persons.

_____ I affirm that I am the parent or legal guardian of the participant and am freely signing this document on their behalf. I certify that I have the authority to sign on behalf of the participant and to make decisions for the participant regarding volunteering. I also waive and release Client Parties from any and all liability, claims, costs, and damages of any kind which I may have resulting or arising directly or indirectly from the participant's participation in volunteering. I have read this Agreement and fully understand that by signing this Agreement, I am giving up legal rights and remedies that may be available to the participant, to me, and to other persons.

_____ _____

Signature of Parent/Guardian Signature of Volunteer

_____ _____

Print Name Date

_____ ___(___)_____

Emergency Contact Name Volunteers Number

__(____)_____

Emergency Contact Number

ATTACHMENT E

Location Agreement Template

The County of Lackawanna ("County") is the owner of and/or controls all rights with respect to the property that is the subject of this contract (the "Property"). The County hereby gives permission to NAME / GROUP (the "User") to enter upon and use the premises located at: LIST PARK FACILITY, in Lackawanna County, Pennsylvania (the "Property") for BRIEFLY DESCRIBE PURPOSE (the "Project") and for any additional uses as described below. The User may use the Property for the above-described purpose until the Project has been completed. All dates will be mutually agreed upon by the User and the County.

The County acknowledges and agrees that compensation will not be paid for the User's use of the Property under this contract. The User agrees to acknowledge Lackawanna County in published data as consideration for the use of the Property. The User may place all necessary facilities and equipment on the Property and agrees to remove them after completion of work and leave the Property in as good condition as when received, except for reasonable wear and tear from the use permitted. As dictated by the use and purpose, the User may be asked to share and explain any data collected, video taken, etc. to the County.

The User may include any tradenames, trademarks, copyrights and logos of the County or visible on the Property (if any) or refer to the property by its business name (collectively, the "Owner's Marks") in the photographs, film and recordings. The County represents and warrants that the Property is maintained in compliance with all federal, state and local laws, rules, regulations, codes and ordinances and is free of latent defects or illegal conditions of which County is, or should be, aware except those of which County has notified the User.

The User agrees to use reasonable care to prevent damage to the Property and will indemnify and hold the County harmless from any claims and demands arising out of or based upon personal injuries or property damage resulting from the negligence or willful misconduct of the User, its officers, employees, agents or representatives while the User is engaged in the aforementioned use of the Property. If County claims that the User is responsible for any such damage or injury, or both, Owner must notify the User in writing, which writing shall include a detailed listing of all property damage and injuries for which County claims the User is responsible. County shall cooperate fully with the User and their insurance carrier in the investigation of such claims, and permit the User's investigators to inspect the property claimed to be damaged. It is the responsibility of the User, not the County to assure all work completed on the Property is approved by applicable regulatory agencies.

County acknowledges and agrees that the User has the right to photograph, film and record the Property, and to broadcast, exhibit and otherwise exploit the photographs, film and recordings of the Property and any and all furnishings, works of art and other objects located in or around the

Property, in any and all manner and media whatsoever, whether now known or hereafter devised, throughout the universe in perpetuity. Without in any way limiting the foregoing, all rights of every kind in and to all photographs, film and recordings made on the Property (including, without limitation, all copyrights) shall be and remain vested in the User, including, without limitation, the right to use and reuse all such photographs, film and recordings in and in connection with subsequent related and unrelated productions of any kind, as well as in and in connection with advertisements, promotions, publicity, clips, and other materials, etc.

The User shall credit and acknowledge "Lackawanna County" if the User decides to use photographs, film, or recordings made on the Property in any of its publications as additional consideration for the use of the Property.

The County represents and warrants that the County has the right to enter into this contract and to grant the User all rights provided by this contract. This Agreement shall be interpreted under the law of the Commonwealth of Pennsylvania without regard to the conflicts of law provisions thereof. The parties submit to the in personam jurisdiction of the Court of Common Pleas of Lackawanna County, Pennsylvania and/or the United States District Court for the Middle District of Pennsylvania and waive any objections that they may have as to jurisdiction or venue in any such courts.

The User and any of their Project associates agrees to indemnify and hold harmless Lackawanna County, PA, its officers, agents, County Employees from and against any and all losses, damages, liability, claims, taxes, fees, fines and expenses whatsoever and fees, costs and fines charged to the County including attorney's fees, regardless of the merit or outcome of any such claim or suit arising from or in connection with the User's use of the Property for the purpose stated above.

This is the entire contract. No other authorization is necessary to enable the User to use the Property for the purpose contemplated. Nothing in this contract shall limit or restrict any rights otherwise enjoyed by the User under law or contract.

ACCEPTED AND AGREED:

LACKAWANNA COUNTY:	**THE 'USER'**:
By:_____	By:_____
Authorized Representative	Authorized Representative
Name/Title:_____	Name/Title:_____
Telephone:_____	Telephone: _____
Date:_____	Date:_____

ATTACHMENT F

Special Events Application

(See Attached)

SPECIAL EVENTS APPLICATION (PERMIT# 25-0000)

Lackawanna County Parks & Recreation

DATE(S) OF EVENT: _____

NAME OF EVENT: _____

CONTACT INFORMATION:

NAME: _____ ADDRESS: _____

EMAIL: _____ PHONE: _____

TYPE OF EVENT:

☐ COMMUNITY (Benefit, 5K Walk, Health Fair, etc.)
☐ SPORTING (School, Clinic, Tournament, etc.)
☐ FAMILY (Reunion, Birthday, etc.)
☐ OTHER

EVENT DETAILS:

OF PEOPLE: ☐ 0-50 ☐ 50-100 ☐ >100
MUSIC: ☐ NONE ☐ LIVE MUSIC ☐ DJ
OTHER: ☐ FOOD TRUCK ☐ RAFFLE BASKET

COORDINATION W/ PARKS REQUESTED (Y / N)
Note: Any event w/ >100 people will require coordination

TYPE OF RENTER:

☐ RESIDENT ☐ NON-PROFIT ☐ FOR-PROFIT BUSINESS ☐ SCHOOL

☐ LOCATED WITHIN LACKAWANNA COUNTY ☐ LOCATED OUTSIDE LACKAWANNA COUNTY

FACILITY BEING RENTED/RESERVED:

McDade Park
☐ PAVILION #1 ☐ PAVILION #2 ☐ SOCCER FIELD ☐ SOCCER FIELD 2A/2B
☐ TENNIS COURTS ☐ BASKETBALL ☐ POND ARBOR ☐ X-COUNTRY COURSE
☐ BOCCE COURTS ☐ DISC GOLF ☐ PICJKLEBALL

Merli-Sarnoski Park
☐ UPPER PAVILION ☐ BEACH PAVILION ☐ SOCCER FIELD ☐ BASKETBALL
☐ BOAT STORAGE

Covington Park
☐ PAVILION ☐ BEACH SHELTER ☐ SOCCER FIELD ☐ BASKETBALL
☐ BASEBALL LARGE ☐ BASEBALL SMALL ☐ VOLLEYBALL ☐ BOAT STORAGE

Aylesworth Park
☐ PAVILION

Park Use Only

Total Fee: _____ Date Reservation Made: _____ Entered in Booking (✓): ____
Check/MO #: _____ Paid (✓): ____ Insurance Provided, if applicable (✓): ____

ATTACHMENT G

Parks & Recreation Fee Schedule

Notes & Definitions

- Weekday = Monday through Thursday
- Weekend = Friday through Sunday; including all federal holidays during the week
- Resident = Renter address is located within a Lackawanna County municipality
- Non-Resident = Renter address is located outside of Lackawanna County
- All Park facilities are open and free for public use. However, the public can reserve/rent facilities, with or without a fee, and these reservations will take priority over the general public for the specified dates and times.
- The fees listed below will be reviewed annually and updated, as needed to keep pace with expenses

Aylesworth Park – Fee Schedule (12-11-24)

Facility	***Rental Time***	***Resident***	***Non-Resident***	***Non-Profit Group***
Pavilion	Weekday	$75	$105	$50
	Weekend	$100	$130	$65
Picnic Tables	N/A	No fee	No fee	No fee
Swimming - Bathing Beach	N/A	No fee	No fee	No fee

Merli-Sarnoski Park – Fee Schedule (12-11-24)

Facility	***Rental Time***	***Resident***	***Non-Resident***	***Non-Profit Group***
Upper Pavilion	Weekday	$75	$105	$50
	Weekend	$100	$130	$65
Lakeshore Pavilion	Weekday	$75	$105	$50
	Weekend	$100	$130	$65
Picnic Tables	N/A	No fee	No fee	No fee
Soccer Field - Practice	N/A	No fee	No fee	No fee
Soccer Field - Games	3 hours	$30	$50	$25
	Per Day	$90	$110	$75
Basketball Court	2 hours	$20	$40	$20
	Per Day	$60	$80	$60
Boat Storage	Yearly	$50	$100	N/A
Swimming - Bathing Beach	N/A	No fee	No fee	No fee

Covington Park – Fee Schedule (12-11-24)

Facility	***Rental Time***	***Resident***	***Non-Resident***	***Non-Profit Group***
Pavilion	Weekday	$75	$105	$50
	Weekend	$100	$130	$65
Lakeshore Shelter	3 hrs., Weekday	No fee	No fee	No fee
Picnic Tables	N/A	No fee	No fee	No fee
Soccer Field - Practice	N/A	No fee	No fee	No fee
Soccer Field - Games	3 hours	$30	$50	$25
	Per Day	$90	$110	$75
Basketball Court	2 hours	$20	$40	$20
	Per Day	$60	$80	$60
Baseball Field #1	3 hours	$20	$40	$20
	Per Day	$60	$80	$60
Baseball Field #2	3 hours	$20	$40	$20
	Per Day	$60	$80	$60
Beach Volleyball Court	2 hours	$20	$40	$20
Boat Storage	Yearly	$50	$100	N/A
Swimming - Bathing Beach	N/A	No fee	No fee	No fee

McDade Park – Fee Schedule (12-11-24)

Facility	*Rental Time*	*Resident*	*Non-Resident*	*Non-Profit Group*
Pavilion #1	Weekday	$75	$105	$50
	Weekend	$100	$130	$65
Pavilion #2	Weekday	$75	$105	$50
	Weekend	$100	$130	$65
Pond Arbor	2 hours	No fee	No fee	No fee
Picnic Tables	N/A	No fee	No fee	No fee
Soccer Field 1 – Practice	3 hours	No fee	No fee	No fee
Soccer Field 1 - Games	3 hours	$30	$50	$25
	Per Day	$90	$110	$75
Soccer Fields 2a/2b – Practice	3 hours	No fee	No fee	No fee
Soccer Fields 2a/2b - Games	3 hours	$30	$50	$25
	Per Day	$90	$110	$75
Basketball Courts	2 hours	$20	$40	$20
	Per Day	$60	$80	$60
Tennis Courts (4)	3 hours	$20	$40	$20
	Per day	$60	$80	$60
Pickleball Courts (2)	3 hours	$15	$25	$15
	Per day	$30	$60	$30
Cross Country Course	Per meet	$20	$40	$20
Bocce Courts	N/A	No fee	No fee	No fee
Swimming Complex	N/A	No fee	No fee	No fee