

Trail/Park Special Event Request Procedures and Guidelines

All Trail/Park Special Event Requests require a written proposal and description including the nature of the event and all items listed below. After review by Parks and Recreation staff, additional City of Henderson (CITY) department approvals may be required. If approved, the Trail/Park Special Event will be permitted to occur on the specified trail area. However, this does not provide exclusive use of the specified trail area.

1. All Trail/Park Special Event Requests require the following:
 - \$1,000,000 liability insurance policy adding the City of Henderson (240 Water Street, Henderson, NV, 89015) as an additional insured with a waiver of subrogation endorsement
 - Details of the event and all areas of the trail/park that will be used
 - Map showing route and layout of items/equipment including but not limited to starting area, ending area, aid stations, spectator areas, and any additional staging areas
 - Time, location, and manner of set up/tear down and access needed
 - Details on parking and traffic control
 - Port-a-potties are required when attendance exceeds 400 people (50 people for Equestrian North Trail) (*to be purchased by reservation holder*)
 - Extra toilet paper and trash can liners
 - Roll-away dumpster is required when attendance exceeds 400 people (*to be purchased by reservation holder*)
 - Generator, location approved by CITY
 - Private security will be required for any group over 800 attendees and groups serving alcohol
 - Event signage must comply with CITY Ordinances
2. A Trail/Park Special Event Request Form must be submitted. A Special Events Permit is required.
3. All Trail/Park Special Events permit requests require payment within two weeks of the application submission.
4. Attendance is defined as event participants, spectators, volunteers, and staff.
5. Requests for Trail/Park Special Events must be submitted at least 4 weeks in advance for all trails. Trails that are operated in cooperation with other agencies will require at least 6 months' notice (i.e., River Mountains Loop Trail and Sloan Canyon National Conservation Area. Bureau of Reclamation and Bureau of Land Management, respectively). Additional paperwork, permit requirements, fees, etc. may be required.
6. There will be additional requirements for events over 400 attendees.

7. Trail preparation will be completed by park staff Monday through Thursday during regularly scheduled park staff hours. If additional preparation is needed outside of these times, additional fees may be required.
8. A plan must be submitted and approved that details all vehicular access needed to and/or on-trail. All on-trail vehicular access will require an escort. Additional fees for may be charged.
9. No permanent markings may be placed on or near the trail. Any markings must be of a temporary nature and must be approved prior to use. Please include how you will be marking the trail when describing set up.
10. Any additional fees for parks and recreation personnel requirements outside of normal working hours will be based on current rates.
11. The following departments may have additional requirements: Public Works, Fire, City Manager, and Human Resources. Information on these additional requirements will be provided through the Special Events Permit process. A coordination meeting is required prior to all events.

For events on the River Mountains Loop Trail and the Sloan Canyon National Conservation Area, additional requirements must be met per Bureau of Reclamation Permit, including providing an insurance certificate naming the Bureau of Reclamation as an additional insured. Additional fees may be assessed for these requirements

12. Recreation items, such as inflatables, tents, portable stages, DJ/sound systems, require approval from the CITY. All vendors must provide the CITY with a liability insurance policy, naming the City of Henderson (240 Water Street, Henderson, NV 89015) as an additional insured with a waiver of subrogation endorsement.
13. Refunds for fees are granted only under the following conditions:
 - a. Cancellation due to adverse weather conditions.
 - b. Cancellation notice is given to the Outdoor Recreation Section two-calendar weeks before the Event. A \$5.00 administration fee will be assessed.

Initials (Organization
Representative):

Trail and Park Special Event Request Form

Your name: _____ Name of organization: _____
Address: _____ City: _____ State: _____ ZIP: _____
Primary phone: _____ Alternate phone: _____
Email: _____ Birth date: _____

Trail Area Requested

Park Requested

1st Choice: _____ 1st Choice: _____

Date requested for event: _____ Number of attendees: _____

Indicate day(s) of week: ☐ Sunday ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday

Time from: _____ to: _____

Setup Date: _____ Time from: _____ to _____

Purpose/type of event: _____

Will you be serving beer/wine at your event? ☐ (\$50 permit required)

Will you be serving hard alcohol at your event? ☐ (\$100 license required)

Commercial uses of unmanned aerial vehicles (drones) and user groups of 10 or more require a permit. Do you need one? ☐

(Alcohol and unmanned aerial vehicle permits are not guaranteed, the City of Henderson will consider factors listed in HMC 2.27.030.)

Will you be using any of the following?

☐ Caterer ☐ Food Truck ☐ Generator ☐ Grill (propane/electric)

☐ Inflatable ☐ Sound System (limited to park availability) ☐ Tents ☐ Vendor Booths

Other: _____

- The City of Henderson does not provide power
- No stakes or water inflatables are permitted. Inflatables are prohibited on the grass May 1 through Oct. 1. Inflatables may be set up in the corner of available parking lots, volleyball courts or basketball courts, as approved. Sandbags may be used to secure the inflatable
- There is a 4-week minimum advanced notice to obtain a Trail Reservation. Some trails will require advanced notice as they are operated by other agencies (i.e., River Mountains Loop Trail, Sloan Canyon National Conservation Area.)
- Telephone reservations are not accepted
- Reservations are not fully reserved until payment is received
- The City of Henderson makes no representation or warranty as to the fitness of the facility reserved for any particular use
- Reservation of City of Henderson facilities requires restoration of such facilities to the condition in which they existed prior to the event, and you may be responsible for paying the cost of any damage to the City of Henderson's property
- All use of City of Henderson facilities is subject to HMC 2.27 as well as any rules and regulations governing the facility reserved. The City of Henderson may expel any person from its property for failure to comply with the foregoing.

ACKNOWLEDGEMENT OF OBLIGATIONS

1. Lessee (above-named organization and/or individual) has read, understands and agrees to comply with the indemnity obligations set forth in GCS 9 of the General Conditions and Obligations for Trail/Parks Special Events.
2. I certify that I am duly appointed and authorized to make the above request in the name of the organization and that I shall abide by the terms under which use of the requested picnic area is made.
3. I further agree to make payment to the City of Henderson the total fees listed on the Park Reservation Rate form included in this packet. These fees must be paid in full at the time of reservation.
4. Any actual damage costs (less any applicable deposits) will be billed separately and lessor may consider past damage as a reason to deny a future reservation application or alcohol permit.
5. Lessee represents and warrants that it shall comply with any and all federal, state and local regulations. The City does not endorse or authorize activities in violation of said regulations and lessee agrees to indemnify, defend and hold the City harmless from any violations of this covenant.
6. Insurance is required when reserving City park facilities, space for a community or special event. City is required to be named as an additional insured with a waiver of subrogation endorsement.

Lessee has read and understands both the above Acknowledgment of Obligations, the General Conditions and Obligations for Trail/Parks Special Events and Picnic Area Reservation Procedures attached hereto outlining the rules and regulations pertaining to picnic area rentals and agree to the obligations set forth therein, which shall not be impaired or limited by this Acknowledgement of Obligations.

Lessee Signature _____

General Conditions and Obligations for Trail/Park Special Events

GENERAL CONDITIONS

GCS.1 QUALIFICATIONS: Organization represents that it is licensed to practice by all public entities having jurisdiction over such business, that it will maintain or obtain all necessary licenses, permits or other authorizations to conduct the specified Event; that it is financially solvent, able to pay its debts when due, possessed of sufficient working capital to complete the Event, and that it is qualified to do the work herein.

GCS.2 FEDERAL, STATE, AND LOCAL LAWS: Organization will comply with all applicable laws, rules and regulations of all government authorities having jurisdiction over the performance of this Event, including the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, religion or national origin, disability, sexual orientation, and gender identity or expression or any other protected status. This Permit shall be construed and interpreted in accordance with the laws of the State of Nevada.

GCS.3 INDEPENDENT CONTRACTOR: It is hereby expressly agreed and understood that in the performance of any services provided herein, the ORGANIZATION and any other person employed by it hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

GCS.4 INSURANCE: Organization shall procure and maintain insurance against claims for injuries to persons and damages to property, which may arise from or in connection with the performance of the park/trail use specified under this Permit. Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII. Organization shall provide City with copies of all required insurance policies prior to the start of the services. General Liability requirements: \$1,000,000.00 per occurrence for bodily injury and property damage with City of Henderson named as an additional insured. If aggregating, the aggregate shall apply separately to this project or be twice the required limit. The general liability policies are to contain or be endorsed to contain the following: City, its officers, employees, agents, and volunteers are to be covered as respects: liability arising out of activities performed by or on behalf of Organization; products and completed operations of Organization, premises occupied or used by Organization (its officers, employees, agents, subcontractors). The coverage shall contain no special limitations on the scope of protection afforded to City; for any claims related to this Permit, Organization's coverage shall be primary as respects City, its officers, employees, agents and volunteers; any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage to City; Organization's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or limits except after thirty (30) days prior written notice by certified mail, returned receipt requested, has been given to City. If any of the insurance coverage required hereunder is canceled, reduced or restricted, City reserves the right to terminate this Permit. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf.

GCS.5 WAIVER: No consent or waiver, express or implied, by either party to the specified services or any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party. Failure on the part of any party to complain of any act or failure to act of the other party or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party.

GCS.6 PROHIBITION AGAINST CONTINGENT FEES: The Organization warrants that no person or entity has been employed or retained to solicit or secure this Permit upon an agreement or understanding for a commission, percentage, and brokerage or contingent fee. For breach or violation of this warranty, the City shall have the right to annul this Permit without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage brokerage or contingent fee.

GCS.7 PUBLICITY AND OWNERSHIP: Organization shall submit to the City for its advance written approval, all publicity concerning the naming of or use of CITY owned programs or facilities with respect to the performance of the Permit.

GCS.8 TERMINATION: This Permit may be terminated by the Organization upon seven (7) business days written notice to the City should the City fail to substantially perform in accordance with its obligations, so long as the failure is through no fault of Organization. The Permit may be terminated by the City at any time, for any reason, or for no reason.

GCS.9 INDEMNITY: Organization shall indemnify, defend and hold harmless the City, its officers, officials, employees, agents and volunteers from and against any liability, loss, damage, expense and cost (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the park/trail use specified herein, or damage to any property, or Organization's failure to comply with any of its obligations in this Permit, except such loss or damage which was caused by the gross negligence or willful misconduct of the City.

GCS.10 FORCE MAJEURE: Organization shall be excused from performance hereunder during the time and to the extent that Organization is prevented from obtaining, delivering, or performing the specified services in the customary manner, due to fire, flood, storm, earthquake or in the event that any other casualty of unforeseen circumstances including but not limited to war, acts of vandalism, destruction, public disobedience, terrorism, or the action of civil or military authorities. Organization shall provide the City satisfactory evidence that non-performance is due to other than fault or negligence on Organization's part. Should any of the above events make the fulfillment of the City's obligations difficult or impossible, the specified services may be cancelled by the City. The City shall not in any case be held liable or responsible to the Organization for any damage caused by such cancellation and the City shall be relieved from any further liability by reason of this Permit.

GCS.11 TIME OF ESSENCE; SEVERABILITY; ENTIRE AGREEMENT; MODIFICATION; ASSIGNMENT: Time is of the essence as to each and every provision of the Permit. In the event any provision of the Permit is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding on the parties. The Permit and its general conditions constitute the entire agreement between the parties with respect to the specified services and can be modified or amended only by a written document duly executed by the authorized representatives of the parties. Organization will not assign, transfer, convey, or otherwise dispose of this Permit or its right, title, or interest in or the same, or any part thereof, without previous written consent of the City and any sureties.

GCS.12 NO THIRD PARTY BENEFICIARY: Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

OBLIGATIONS

ORGANIZATION:

- Organization and all those associated with the Organization shall follow established Park Rules and Regulations subject to HMC 2.27 – Parks and Recreation and Recreation Patron Code of Conduct provided herein.
- Organization shall obtain all necessary permits for the Event, including but not limited to, a Special Events Permit from the Henderson Police Department, in advance of the date of the Event.
- Organization must also provide a certificate of liability insurance naming the Bureau of Reclamation as additional insured if any portion of the River Mountains Loop Trail is being used for the Event.
- Organization must notify Event participants to yield to all trail users, as the trails are not closed to the public.
- Organization shall not block the entrance to any City park, trail, facility, or other property.
- Organization shall keep the trail and Event areas in a clean condition, free of litter, and will ensure the area is clean at the conclusion of the Event. If the area is not cleaned or park property is damaged during use, the Parks and Recreation Department will invoice the Organization for the actual repair costs. Payment for the repairs is required within thirty (30) days of the date on the invoice.
- Organization shall provide additional port-a-potties and dumpsters when attendance exceeds 400 people. City Parks and Recreation staff will designate the number of each that are required.
- Organization shall provide extra toilet paper and trash can liners. Estimated quantities will be determined by City Parks and Recreation staff.
- No permanent markings may be placed on or near the trail. Any markings must be temporary and must be approved by City Parks and Recreation staff prior to use.
- Event signage must comply with City of Henderson Ordinances.

- Organization may not store or leave their equipment on trails or park areas. City is not responsible for lost or stolen items.
- Organization is solely responsible to determine if weather conditions are safe for the trail use and if weather conditions are safe for use by the Organization, participants, and spectators.
- Organization shall immediately report any damage to City property to City Parks and Recreation staff.
- Organization shall provide private security for any group over 800 in attendance and for all events serving alcohol.
- Recreation items, such as inflatables, tents, stages, DJ/sound systems, etc. require advance written approval from the Outdoor Recreation Coordinator.
- Organization shall ensure that all vendors provide the City of Henderson with a \$1,000,000.00 liability policy, naming the City as an additional insured.
- Organization shall provide a final Event report, by email, one week after the Event, which shall include final Event attendance and any Event details, issues, and/or positive outcomes that occurred.
- Organization shall obtain permits for the use of all other areas including but not limited to any permits required for or by adjacent land owners/managers.
- Organization shall provide and set up temporary signage notifying trail users of Event, and ORGANIZATION shall remove the temporary signage immediately following the conclusion of the Event.
- Concession sales must be coordinated with the Outdoor Recreation Supervisor and shall comply with all the requirements of the Nevada Revised Statute (NRS) 426.630 – 426.720, Establishments and Operations of Concession Stands on Public Property.
- Sale of items and the use of any on-site advertisement of sponsors must be submitted to the City Outdoor Recreation Supervisor for approval a minimum of one (1) week prior to the Event.

CITY:

- City shall seek permission from the Bureau of Reclamation for the River Mountains Loop Trail portion of the Event.
- City staff shall prepare the trail and park during normal park maintenance staff hours, Monday through Thursday. Overtime fees may be assessed to the Organization for preparation work required outside of normal staff hours.
- City shall conduct pre and post inspections of the park/trail to initially establish and then compare the cleanliness and condition of the facilities.

PARKS AND RECREATION - PATRON CODE OF CONDUCT**Purpose**

The City of Henderson Parks and Recreation Department has established a policy to ensure that all patrons have the opportunity to safely enjoy parks, programs, and facilities without infringement from those who fail to follow established rules and regulations. The patron Code of Conduct identifies behaviors that infringe upon the rights of others. Violations of the Department's Code of Conduct will not be tolerated.

All staff are authorized to address any violation of the Code of Conduct by informing the patron that they must stop the behavior or they will be asked to leave the program, park, or facility. The violation will then be reviewed by management staff and progressive action taken as appropriate. Further actions may include, but are not limited to, expulsion from the program, suspension, or trespass. When patrons fail to comply with rules, regulations, laws, and/or ordinances, staff is directed to call the Henderson Police Department, or school police, as appropriate.

Violations of the Department's Code of Conduct include, but are not limited to, the following:

1. Failure to obey any City laws or ordinances (Henderson Municipal Code).
2. Failure to obey posted or published program, park, facility rules or follow staff member instructions.
3. Misuse, destruction, theft, or damage of materials, equipment, furniture of City of Henderson property or property of others.
4. Vandalism or littering.
5. Any action that constitutes a violation of federal, state, or county laws and ordinances.
6. Possession of weapons, instruments used as weapons, fireworks, or explosives.
7. Harassment/bullying (racial, religious, or sexual) of participants or staff.
8. Inappropriate behavior, language, hygiene, or clothing that impacts the ability of participants or patrons to be able to enjoy or use a park, program, or facility.
9. Smoking in areas designated as "no smoking".
10. Possession, use, or sale of alcohol or controlled substances.
11. Being under the influence of alcohol or a controlled substance.
12. Inconsiderate or discourteous behavior toward staff or participants.
13. Sleeping in a facility or in a park.
14. Soliciting money or panhandling.
15. Bringing luggage, sleeping bags, or carts into a recreation center (unless it is for a Department-organized activity).
16. Parking in non-designated areas.
17. Unnecessary rough actions against an opposing player, staff, or spectator such as pushing, shoving or physical violence during sporting events or other activities.
18. Abusive or threatening language or gestures, whether or not directed at a person.
19. Intentionally throwing equipment in anger or disgust.
20. Any action that disrupts or obstructs any league contest program or event, or a Parks and Recreation program or activity.
21. Entering any facility when prohibited to do so.
22. Any activity, in the judgment of a staff member, which places oneself or others at risk of injury, infringes upon the rights of other participants or staff

Initials (Organization
Representative):

COVID-19 Waiver

Coronavirus, COVID-19 is an extremely contagious virus that spreads, among other ways, through person-to-person contact. Federal and state authorities recommend social distancing, face coverings, and frequent hand washing, as means to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in City of Henderson programs or accessing City of Henderson facilities could increase the risk of a participant, or the participant's family members contracting COVID-19. Participation in City of Henderson or use of facilities inherently contains a risk of contracting COVID-19, despite the safety precautions that have been implemented and City of Henderson in no way warrants that such risk is reduced or eliminated through the implementation of such precautions.

BY SIGING BELOW I AGREE AND ACKNOWLEDGE THE RISKS SET FORTH ABOVE AND FURTHER RELEASE AND WAIVE ALL CLAIMS ON MY BEHALF AGAINST THE CITY OF HENDERSON ARISING OUT OF MY PARTIICIPATION IN THE RECREATION ACTIVITY, INCLUDING BUT NOT LIMITED TO CLAIMS ARISING OUT OF THE CITY'S NEGLIGENCE.

Name: _____

Signature: _____

Date: _____