

## **Utilisation of ‘closed’ sporting fields**

### **Acknowledgement and Indemnity**

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In the event of wet weather, in order to protect playing fields from damage and in accordance with its **Hire of Playing Fields Policy**, Council occasionally closes playing fields.

\_\_\_\_\_ (hereafter referred to as “the club”) requests authorisation from Council to utilise closed playing fields for games only. The Club is not permitted to train on a sporting field if a blanket closure is administered and can utilise their wet weather agreement for competition games only.

In consideration of such authorisation The Club expressly agrees and/or acknowledges;

#### **1. Deposit Bond**

The club acknowledges that it will be required to provide Council with a high risk ‘Damage Deposit Bond’ (currently \$1,083 but this fee may change from year to year as advertised annually in Council’s Management Plan Revenue Pricing Policy.) Authorisation will not commence until such time as the bond has been received by Council.

#### **2. Liability for damage to field**

The club acknowledges that Council will repair (or organise for the repair of) any damage to the field to its original condition. Where damaged is a result of utilisation of a closed field the club will be liable for any and all costs associated with the repairs.

The club acknowledges that its liability is not limited to the amount of the damage deposit bond.

#### **Wet weather checklist**

- 3.** The club agrees to complete a ‘wet weather checklist’ before utilising a closed field and acknowledges that it is not permitted to utilise the field should its officers answer ‘**yes**’ to the first three questions and ‘**no**’ to the fourth contained therein.
- 4. Indemnity**

The club agrees to fully indemnify Council in relation to any and all claims in relation to any personal injury to any person arising out of the use of a closed field by the club.

The club agrees to fully indemnify Council from any and all claims in relation to any other type of damage (including property damage) suffered by any person arising out of the use of a closed field by the club.

**5. Extent of authorisation**

The club acknowledges that the authorisation to utilise closed playing fields is effective from the day this acknowledgment is returned to Council signed (and the Damage Deposit Bond is received) and that it lasts for the winter season of the year 2018 only. Application for the use of this form is on an annual basis at the commencement of your season.

**6. Withdrawal of authorisation**

The club acknowledges that Council may, at its absolute discretion, withdraw this authorisation at any time. (Council undertakes not to withdraw authorisations unreasonably.)

**7. Relationship with other agreements, licences etc**

The club acknowledges that this acknowledgement and indemnity does not replace (or alter the obligations of) any other agreement (Hire of Playing Field Policy, Licence Agreement etc.)

**8. Acts of default**

The club acknowledges that, despite clause 7, certain conduct (utilisation of a field without, or contrary to, a wet weather checklist for example) could be deemed as an act of 'default' in relation to other agreements.

**9. Valid for competition games only**

The club acknowledges that this agreement is only valid for competition games; and at no point can it be administered for training purposes.

Signed on behalf of \_\_\_\_\_ by it's authorised officer \_\_\_\_\_

who has been duly appointed to the position of:

.....  
President/Secretary

.....  
Date

In the presence of:

.....  
Witness

**Wet Weather Agreement Checklist**

	Please Circle	
1.	Yes/No	Visible water pooling on the field/outfield
2.	Yes/No	Evidence of water underfoot whilst walking on the field
3.	Yes/No	Visibility of Play is affected by Rain/Fog
4.	Yes/No	An inspection of the ground has occurred and the field is safe to play on in accordance with Clause 13 of Council's Hire of Playing Field Policy
<p>Please note that should rain fall immediately prior to or during game/training, then reassessment as to whether play should continue must be made, taking into account the affect any additional rain may have on the playing surface.</p>		

**Note: If you have answered yes to any question between 1 and 3 game/training is not to occur.**

\_\_\_\_\_  
**Signature (Official One)**

\_\_\_\_\_  
**Signature (Official Two)**

\_\_\_\_\_  
**Official One's Name/Role**

\_\_\_\_\_  
**Official Two's Name/Role**

\_\_\_\_\_  
**Date**