



**MVP HEALTH CARE FITNESS COURT APPLICATION FORM**  
**(NOT A PERMIT)**

**City of Rochester, Department of Recreation and Youth Services**  
 Department of Recreation and Youth Services, 57 St. Paul Street, Rochester, NY 14604  
 (585) 428-6755

**\*\*A \$20 NON-REFUNDABLE PERMIT FEE IS DUE UPON SUBMISSION OF "FACILITY USE PERMIT APPLICATION".\*\***

This application will not be accepted unless it is signed by the applicant and witnessed by a Notary Public or Commissioner of Deeds. Applicants must be 21 years of age or older.

For Office Use Only:	
Batch #	_____
Permit #	_____
Fee	_____
Paid	_____
Check - Money Order - Credit Card	_____
Balance	_____
M. Receipt #	_____
Authorized	_____
Master List	_____
Info Folder	_____

**FULL PAYMENT REQUIRED AT TIME OF APPLICATION SUBMISSION – NO CASH**

**Type of Activity** (fitness training class, fitness event, etc.) \_\_\_\_\_

Start Date: \_\_\_\_\_ Finish Date: \_\_\_\_\_

Exact Day(s) of the Week: \_\_\_\_\_ Estimated # of Participants / Spectators: \_\_\_\_\_

Exact Times requested: \* (From) \_\_\_\_\_ (To) \_\_\_\_\_ \* Be sure to include your Set-up and Clean-up Times.

Organization name- if appropriate: \_\_\_\_\_

Responsible Person: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone (Cell): \_\_\_\_\_ Alternate: \_\_\_\_\_

Phone (Cell): \_\_\_\_\_ Alternate: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Circle One**

**SPECIAL NEEDS:**

- Yes No Are you requesting to use all training equipment?
- Yes No Are you charging a fee?
- Yes No Are you requesting permission to sell other items?
- Yes No Is this a private event closed to outside spectators?

Describe security plan and promotional material (Attach security contract, promotion material, and insurance certificate upon request)

---



---

**Release & Indemnification Certificate**

In consideration of the use of the MVP Health Care Fitness Court owned by the City of Rochester and located at Cobb's Hill in Rochester, New York.

By accepting a CITY OF ROCHESTER PERMIT, the undersigned PERMIT HOLDER hereby agrees to defend, indemnify and hold harmless the CITY OF ROCHESTER, its officers, and employees, against any and all claims, lawsuits, causes of action, judgments, or other liability, arising from injury to person or property, sustained by any person, association, partnership, corporation, or other entity, arising directly or indirectly from the acts or neglect of the PERMIT HOLDER, its officers, agents, employees, or members, participants, guests, invitees, or persons under the control of the PERMIT HOLDER.

In furtherance of the foregoing indemnification, the PERMIT HOLDER also hereby agrees to provide evidence (in the form of an ACORD certificate of liability insurance) of an insurance policy of general liability insurance and agrees to maintain said general liability insurance policy in force during the life of the permitted event. Said policy of insurance will protect against liability arising from all matters in connection with the permitted event and or in any way relating to PERMIT HOLDER'S activities in connection therewith. Said policy of general liability insurance coverage will be in the sum of at least \$1,000,000 per occurrence (or higher amount at the discretion of the City permitting office).

The City of Rochester shall be named as certificate holder and shall also be named as an additional insured under the general liability insurance coverage (with the permitted event being set forth or described in the description of operations box of the certificate of insurance).

At its own expense, the PERMIT HOLDER shall defend any and all causes of action, lawsuits or claims brought against the CITY OF ROCHESTER, its officers or employees.

\_\_\_\_\_  
Name of Permit Holder

\_\_\_\_\_  
Name of Signer

\_\_\_\_\_  
Title (If Holder is not an individual)

\_\_\_\_\_  
Mailing address (city, state, zip)

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Signature/Date Applicant's Signature \_\_\_\_\_

Sworn before me:

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public/Commissioner of Deeds

**SEE REVERSE SIDE FOR PROCEDURES & REGULATIONS**

**SUBMITTING THIS APPLICATION AND PAYMENT PROCEDURES:** Application must be completed, signed by the applicant and witnessed by a Notary Public or Commissioner of Deeds. Permitted physical training classes, programs, events, etc. are sponsored and conducted by organizations and private individuals that contract to use the MVP Health Care Fitness Court in Cobbs Hill Park. A permit provides the applicant with a guarantee of site, date & time of rental. This includes regular maintenance of the named facility. Please submit this application form with your check or money order made payable to: CITY OF ROCHESTER and Insurance Certificate, signed Hold Harmless Agreement to: City of Rochester Department of Recreation and Youth Services, 57 St. Paul St., Rochester, NY 14604; (585) 428-6755 bring application to: Department of Recreation and Youth Services, 57 St. Paul St., Rochester, NY, 14604. Full payment (Check or money order – made payable to CITY TREASURER, Visa, MC or Discover) is due with this application unless otherwise specified. The permit will be reviewed, and once it is approved, it will be mailed to the applicant. We do not take cash.

**PERMIT CHANGES INCLUDING CANCELLATION:** Permittee will be required to fill out a “Permit Modification/ Cancellation Request” Form at 57 St. Paul St., Rochester, NY 14604 at least ten (10) business days in advance of the event date for all changes, cancellations or application withdrawals. All modifications have a \$10 processing fee, including cancellations (which also have an **additional \$20 cancellation fee**). **DO NOT CALL THE FACILITY TO BE USED.** Failure to provide proper notification will result in permittee being required to pay all charges associated with permit.

**REFUNDS:** Refunds do not include permit application fee, processing fees, and any portion of a deposit that covers damage by permittee/guests or additional services provided by the City due to permittee actions. Refunds will be issued to the permittee in accordance with the cancelation policy.

### **RULES AND REGULATIONS FOR THE USE OF FACILITIES AND EQUIPMENT**

The permittee shall be responsible for adhering to the following general conditions: All activities permitted shall be subject to the continuing direction of the City of Rochester and in conformity with all laws and regulations applicable thereto including, but not limited to, all safety, health and noise laws as may apply. The following specific rules and regulations are to be observed by all permittees, participants and/or spectators unless otherwise specifically noted on the permit agreement. If any provision of a permit is in conflict with the City Code, deference is given to the Municipal Parks Code. Any violation or deviation to the permit will cause the permit to be null and void or party to be **“shut down”** by recreation or security staff. At this point, the permittee, along with participants and/or spectators, will be escorted out of the area of permit. **The permittee will lose the privilege to permit any City of Rochester facility in the future.**

Permittees are responsible for:

- Possession of the permit for inspection at the activity site
- Paying fees and/or charges by due dates
- Providing approved supervision as described on application
- Orderly conduct of participants and/or spectators
- Parking in approved areas only
- Maintenance and clean-up of activity area
- Payment for damages to facility and/or equipment
- Adhering to all conditions and limitations noted on the permit agreement including, but not limited to, facility/space to be used, duration of use, presence of responsible person as named on application
- Refer to the Municipal Parks Code for a complete list of responsibilities

Permittees/Participants/Spectators are prohibited from:

- Smoking in any City facilities
- Transferring permits
- Using facilities, equipment and/or services not specifically designated on permit
- Using facilities, equipment and/or services on dates and at times other than those designated on permit
- Conducting activities other than those specifically designated on the permit
- Vending food and beverages
- Charging for activities without specific authorization
- Consuming alcoholic beverages
- Gambling or games-of-chance
- Erecting fences or barricades
- Building open fires

**\*\*NOTE: THIS IS AN APPLICATION FORM — NOT A PERMIT\*\***