

Michigan City Parks and Recreation Department

100 E. Michigan Blvd. / Suite 2, Michigan City, IN 46360-3293

Phone (219) 873-1506 - www.emichigancity.com

2026 OASIS SPLASH PARK PRIVATE PARTY LICENSE AGREEMENT

Contract form approved by the Michigan City Park Board 01/21/26

Name: _____ Phone: (_____) _____

Address: _____ E-Mail: _____

City, State, Zip: _____

Driver's License Number: _____ State Issued: _____ D.O.B. _____

Place of Employment: _____ Employer's Phone: (_____) _____

Date: _____ Time Period: _____ Number of People: _____

Private Parties are permitted daily from 5:30 pm to 7:30 pm

Subject to the following conditions with which Licensee agrees to confirm:

1. **RESERVATION TERMS:** All fees must be paid, and a signed rental agreement submitted at the time of your reservation. Your License Agreement must be taken to the Splash Park for proof of your reservation. Our park security will confirm your reservation and be available for assistance during your private party.
2. **MINIMUM AGE:** You must be 18 years of age to reserve the Splash Park for a private party.
3. **COMPLIANCE AND INDEMNIFICATION:** Licensee waives, releases, and discharges on behalf of himself/herself, or by any other person or entity acting on his/her behalf or on their own behalf, including but not limited to assignors, heirs, executors, and administrators, the City of Michigan City ("City") and the Michigan City Parks and Recreation Department ("MCPRD") from any and all claims or demands, liens, rights, costs, expenses, and other related items of damage or actions of any kind on account of, growing out of, or which may result from this Agreement. Licensee shall indemnify and hold harmless the City and MCPRD for all loss to the City and/or MCPRD resulting from the negligence of Licensee or any of its agents, servants, employees, and/or representatives in the performance of this Agreement, which arise or in the future may arise. Licensee agrees to assume all liability, jointly and severally, for any and all injuries or damages that may be incurred in the performance of this Agreement, and for those injuries or damages that Licensee, or any of its agents, servants, employees, and/or representatives, may cause to any person or property. It is expressly intended that such indemnification and hold harmless obligation shall extend to and include attorney fees and costs incurred by the City and/or the MCPRD in defending any claim, cause of action, wrongful death causes of action, or demands taken by the Licensee.
4. **CANCELLATION:** Should you decide to cancel your reservation, the amount received is refundable upon written request to the MCPRD for their approval, a minimum of thirty (30) calendar days prior to your private party date. No refunds will be given due to bad weather (unless the MCPRD cancels this License Agreement because of weather conditions) or late cancellations. Approval of this License Agreement has been granted with the understanding that the MCPRD reserves the right to cancel this Agreement, with or without notice, and refund all monies paid in the event that the facility becomes unavailable because of weather conditions, some physical condition or an emergency declaration as determined by the MCPRD. If you violate any of the terms or conditions of this Agreement, the MCPRD shall have the right to immediately terminate this Agreement without notice or refund, and the MCPRD may pursue all of its rights and remedies at law or in equity including, without limitation, the right to recover court costs and attorney fees.

5. **ALCOHOL:** No alcoholic beverages are to be served or consumed at the Splash Park.
6. **NO GLASS:** Glass containers of any kind are strictly prohibited.
7. **NO LITTER:** Leave the Splash Park clean, placing all paper and other debris in receptacles furnished at the Splash Park. Do not pour any liquids, solutions, or other substances on grass, trees, or vegetation.
8. **PARKING:** Discounted parking passes are available with your License Agreement through the Park Office. It is your responsibility to distribute parking passes to your guests prior to entering the park. Our employees cannot hand out passes at the entrance gates. If a guest does not have their pass with them, they will have to pay the applicable daily parking rate to enter the park. Parking passes must be displayed in the lower left-hand corner of the windshield and should remain visible at all times while the vehicle is in Washington Park.
9. **DISCOUNTS:** Full time employees of the City or the Michigan City Area Schools shall be entitled to a 10% discount, one time per calendar year on any one facility rental (not one rental per facility). Proof of employment is required (recent pay stub).
10. **SPECIAL REQUESTS:** Any special requests must be submitted to the Park Superintendent for approval no later than thirty (30) calendar days prior to your private party date. Special requests may include a disk jockey, live band or anything not specifically covered in this License Agreement.

I have read and completely understand the above License Agreement and agree to be bound by the terms and conditions:

Signed _____ Date _____

RENTAL FEES

Rental Fee \$ _____ Date Paid _____ Receipt Number _____

** * * THERE WILL BE A \$30 SERVICE FEE CHARGED FOR ALL RETURNED CHECKS * * **

PARKING PASSES (\$4 each)

Number of parking passes _____ \$ _____ Date Paid _____ Receipt Number _____

Pass number _____ through pass number _____

SPECIAL EVENT

- There is not a special event scheduled in Washington Park on your private party date as of _____
- There is a special event scheduled in Washington Park on your private party date. _____