



## WHITMORE TRACK AND SPORTS FIELD

The Whitmore Track and Sports Field is located 6 minutes (6 miles) south of Mammoth Lakes, just off US HWY 395 on the Benton Crossing Road, and adjacent to the Whitmore Pool. The facility typically operates from April 1 – November 1 each year (weather permitting) between sunrise and sunset.

This stunning facility is the culmination of a successful public/private partnership between The Town of Mammoth Lakes and the newly expanded Mammoth Track Club (incorporating the High Sierra Striders running club). The Whitmore Track and Sports Field is an all-weather, 9-lane polyurethane running track, with a full-size synthetic turf infield that will serve to enhance Mammoth Lakes' reputation as the premier high-altitude training destination for a multitude of endurance sports and recreation.

At a cost of \$2.3 Million, construction began for Phase I of this facility on July 9, 2012, and was completed on November 17, 2012. Phase 2 includes the construction of a sports building, paved parking lot, field lighting, a decomposed granite path with fitness stations around the track, an open-air picnic pavilion and an entry sign. Funding for this facility was acquired from Measure R, Measure U, grants, industry sponsors, private donations, and local youth sporting organizations. Fundraising for Phase 2 is underway, however, the construction timeline has yet to be finalized.



### Features

- 9-lane polyurethane 400m standard (single radius) track with field events
- Full-size synthetic turf field
- Lined for soccer & football
- Soccer/Football goals
- Restrooms
- Panoramic views
- Terrace seating

### Reservations

Any organized, structured athletic activity requires the completion, submittal and approval of a facility use application that includes approved liability insurance, and payment of all applicable fees. All reservations must be submitted in writing to the Recreation Department, 437 Old Mammoth Road (P.O. Box 1609), Mammoth Lakes, CA 93546. For more information, please call (760) 934-8989 ext. 237 or visit [www.mammothrecreation.com](http://www.mammothrecreation.com).

# WHITMORE TRACK AND SPORTS FIELD RESERVATION INFORMATION

## APPLICATION PROCESS

Reservations for use of this facility must be made by contacting the Town offices between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday or by calling (760) 934-8989 ext. 237. Applications can be completed at the offices or mailed to the Town of Mammoth Lakes, Attn: Recreation Department, P.O. Box 1609, Mammoth Lakes, California 93546.

- Reservations for a Town facility and/or property are made on a first come, first served basis.
- Requests must be submitted at least 5 working days prior to the event. Fees must be paid at least 5 working days prior to scheduled use, at which time reservations are confirmed.
- Use of facilities and/or property for community-wide or Town purposes takes precedence over all other uses.
- Reservations are confirmed for the exclusive use of the track or field for a specific time period, date and use. Only one (1) reservation (track or field) will be permitted for use at the facility at any given time.
- The application is not approved until it is signed by a representative from The Town Of Mammoth Lakes
- A copy of photo identification (California Driver's License or I.D. card) of the responsible party is required to complete the application process.

## FEES

- Any organized, structured athletic activity requires the completion, submittal and approval of a facility use application that includes approved liability insurance, and payment of all applicable fees.
- Any organization with a contractual arrangement with the Town of Mammoth Lakes regarding the use of this facility shall be governed by the terms of the contract.
- All fees are per hour and apply to either the synthetic turf field or track.
- The facility has a 2-hour minimum rental.
- Fees will be refunded if the reservation is cancelled within 7-days prior to the use date, subject to a non-refundable administrative fee of 10 percent.
- In addition to rental fees, special events or tournaments will be required to pay an hourly supervision fee of \$25 per hour, per staff. If support is required from the Town in regards to set-up or tear down of sporting/event equipment or the transportation of special event equipment, a facility fee of \$25 per hour, per staff member will be assessed.
- Should rates change after this application is submitted, but before the date applied for, prevailing rates at the time of the event will be applicable.
- A \$250 per reservation security / damage deposit is also required at the time of booking. This deposit is refundable if the facility and/or property is left clean and in order as determined by the Town. The individual and/or organization granted use of the facility and/or property will be held responsible for any loss or damage to the facility and/or property caused by such use. A fee of equal or greater replacement will be charged for any loss or damage.

## FEE SCHEDULE

| Group/Organization  | Fee                      |
|---|--------------------------|
| Any organization with a contractual arrangement with the TOML           | As specified by contract |
| Youth/Adult Non-Profit or Government Organization                       | \$20/hr.                 |
| >7 Day rental reservation   | \$25/hr.                 |
| <7 Day rental reservation   | \$30/hr.                 |
| Pre-approved Event/Tournament Fee (daily /weekend use)                  | \$15/hr.                 |
| Recreation Department Supervision or facility staff fee (if applicable) | \$25/hr. per staff       |
| Refundable Security / Damage Deposit                                    | \$250/reservation        |

## REGULATIONS

- All Town facilities are alcohol and tobacco FREE!
- Under no circumstances may Town property be removed from any facility without written permission.
- Absolutely no: food, gum, sunflower seeds or nuts with shells, metal cleats, sugar drinks (water is permissible), alcohol or tobacco (smoking or chewing), animals, barbecues, skateboards, bicycles, scooters or rollerblades, hitting of golf balls, or driving on the field or track surface.
- No stakes or similar items are to be driven into the turf.
- Please do not move soccer goals or any equipment on the track/field surface.
- It is unlawful for any person to injure, deface, destroy, or remove any park property.
- All violators will be asked to leave the facility.

Any activity in which the Town's facilities and/or property are utilized shall be conducted according to Law and shall conform to the policies of the Town. The Town reserves the right to impose any requirements deemed necessary after a review of the application. Should the Town believe that there is a potential danger to persons or property, or a violation of local state and/or federal laws or Town regulations, based on activities at a given function, then the Town reserves the right to terminate the function immediately or while it is in progress.

## ALCOHOL

In accordance with the Town of Mammoth Lakes Municipal Code 12.20.400 possession or consumption of alcoholic beverages is prohibited in all Town parks except at a concession area duly authorized by the Town and properly licensed. If alcoholic beverages are being served, the Town requires proof of liability insurance (Covered in your homeowner's insurance policy) in advance of booking and reserves the right to require the user to have security guards present. Proof of an A.B.C. permit will be required if alcoholic beverages are being sold.

## AMPLIFIED SOUND

Town of Mammoth Lakes Municipal Code 12.20.290 prohibits amplified sound, whether for speech, music or otherwise in Town parks without first obtaining an administrative special event permit.

## INSURANCE

Insurance is required for the use of the Whitmore Track and Sports Field Facility. Renter shall procure and maintain general liability insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Town of Mammoth Lakes facilities and adjoining property in the amount of \$1,000,000 (one million dollars) per occurrence. Renter shall file certificates of such insurance with the Town of Mammoth Lakes, which shall be endorsed to provide thirty (30) days' notice to the Town of Mammoth Lakes of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the Town of Mammoth Lakes may deny access to the Facility. The insurance coverage of the Town is not to the benefit of any parties using the facilities and/or property of the Town be it public liability or property damage. It is the responsibility of the user to provide their own insurance coverage. A certificate of liability insurance (COI) must be submitted on a standard ACORD 25 (2010/05) form. The Town of Mammoth Lakes must be listed as the certificate holder as well as an additional insured with respects to General Liability. An endorsement naming the "The Town of Mammoth Lakes, its officials, agents, employees and volunteers" must accompany the certificate of insurance. Please ask staff to forward you the insurance checklist if you require additional information.

## **INDEMNIFICATION**

Renter shall indemnify, defend, and hold harmless the Town of Mammoth Lakes, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the Town of Mammoth Lakes, its officers, employees, or agents.

Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Town of Mammoth Lakes' facilities and adjoining property to the Town of Mammoth Lakes Manager or his/her designee, in writing and as soon as practicable.

Renter waives any right of recovery against the Town of Mammoth Lakes, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Renter shall not charge results of "acts of God" to the Town of Mammoth Lakes, its officers, employees, or agents.

Renter waives any right of recovery against the Town of Mammoth Lakes, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, even if the Town of Mammoth Lakes, its officers, employees, or agents seek recovery against Renter.

## **TRASH DISPOSAL**

All trash MUST be collected and all sites must be restored to original condition at the end of use. Clean up and/or repair charges beyond normal wear and tear will be billed to the permit holder based on cost of repair.

## **VEHICULAR ACCESS**

Use of motorized vehicles on park property, lawns, turf, restricted roadway, bicycle/pedestrian pathway or athletic fields is prohibited. Roadways and parking areas are clearly marked and established. Driving beyond designated boundaries to load and unload equipment or transport goods is prohibited. Vehicles will be ticketed and towed at the owner's expense.

# WHITMORE TRACK AND SPORTS FIELD USE APPLICATION FORM

## PRIMARY APPLICANT(S) INFORMATION

|   |  |
|---|--|
| <b>Name</b>                                     |  |
| <b>Organization/Company Name</b>                |  |
| <b>Tax Exempt No. (if applicable)</b>           |  |
| <b>Mailing Address</b>                          |  |
| <b>City, State, ZIP Code</b>                    |  |
| <b>Driver's License (Copy of I.D. Required)</b> |  |
| <b>Home Phone</b>                               |  |
| <b>Cell Phone</b>                               |  |
| <b>E-Mail Address</b>                           |  |
| <b>Web Address</b>                              |  |

## ALTERNATE CONTACT PERSON

|                       |  |
|-----------------------|--|
| <b>Name</b>           |  |
| <b>Cell Phone</b>     |  |
| <b>E-mail Address</b> |  |

## ACTIVITY DETAILS

|                              |  |      |                                     |      |  |              |     |
|------------------------------|--|------|-------------------------------------|------|--|--------------|-----|
| <b>SPORT:</b>                | <input type="checkbox"/> Youth Play        |      | <input type="checkbox"/> Adult Play |      |  |              |     |
| <b>ACTIVITY:</b>             | <input type="checkbox"/> Track & Field     |      | <input type="checkbox"/> Football   |      | <input type="checkbox"/> Soccer          |              |     |
| <b>TYPE OF USE:</b>          | <input type="checkbox"/> Practice/Training |      | <input type="checkbox"/> Game       |      | <input type="checkbox"/> Tournament/Meet |              |     |
| <b>ATTENDEES:</b>            | Total #:                                   |      | # Youth:                            |      |  | # Residents: |     |
| <b>DATES:</b>                | From:                                      |      |                                     |      | To:                                      |              |     |
| <b>DAYS (PLEASE CIRCLE):</b> | MON  | TUES | WED                                 | THUR | FRI                                      | SAT          | SUN |
| <b>TIMES:</b>                | Start Time:                                |      | End Time:                           |      |  | Total Hours: |     |

## ADDITIONAL INFORMATION

Is this event/activity a fundraiser? YES / NO If yes, explain: \_\_\_\_\_

Will alcohol be present or sold? YES / NO If yes, explain: \_\_\_\_\_

Will food be at your activity? YES / NO If yes, explain: \_\_\_\_\_

Will money be charged or exchanged? YES / NO If yes, explain: \_\_\_\_\_

Will there be amplified sound? YES / NO If yes, explain: \_\_\_\_\_

Will your activity include entertainment? YES / NO If yes, explain: \_\_\_\_\_

### FOR DEPARTMENT USE ONLY

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

Received By: \_\_\_\_\_

Payment Received: Yes / No

Check No. \_\_\_\_\_

Insurance Required: Yes / No

### FACILITY CHARGES:

|  |                 |
|--|-----------------|
| Standard Hours _____ at \$ _____/hr.   | \$ _____        |
| Additional Hours _____ at \$ _____/hr. | \$ _____        |
| Staff Hours _____ at \$ _____/hr.      | \$ _____        |
| Deposit                                | \$250.00        |
| Other (trash collection/damages)       | \$ _____        |
| <b>Total:</b>                          | <b>\$ _____</b> |

### Approvals:

Risk Management: Yes / No      Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Recreation Dept.: Yes / No      Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**WHITMORE TRACK AND SPORTS FIELD RULES & REGULATIONS**

Initial \_\_\_\_ In case of emergency or for reasons beyond the Town’s control, the Town reserves the right to cancel the scheduled activity prior to scheduled use without liability. Refunds will be made if cancellation by the Town is necessary.

Initial \_\_\_\_ Use of facilities and/or property for community-wide or Town purposes takes precedence over all other uses.

Initial \_\_\_\_ Facility Use Applicant must be in attendance at all times facilities and/or property is in use, and shall not leave facility and/or property unattended at any time.

Initial \_\_\_\_ I hereby attest that the information contained in this application is true and correct.

Initial \_\_\_\_ I understand that under no circumstances will the following items be allowed or used on the track and field surface: food, gum, sunflower seeds or nuts with shells, metal cleats, sugar drinks (water is permissible), alcohol or tobacco (smoking or chewing), animals, barbecues, skateboards, bicycles, scooters or rollerblades, hitting of golf balls, or driving on the field or track.

Initial \_\_\_\_ I also agree that I will: (1) be financially responsible for any costs incurred by the Town for damages to Town property; (2) be financially responsible to reimburse Town reasonable attorney fees to enforce the provisions of any consent that is issued for the activity described in this application; (3) forfeit all fees and deposits as partial compensation to the Town for any costs associated with the enforcement of the provisions of the application or reservation; (4) forfeit all fees and deposits if it is determined that I have provided false information on the application; (5) be financially responsible for any Town costs that exceed fees and deposits already collected by the Town for enforcement of provisions related to this application or reservation.

Initial \_\_\_\_ All debris and trash must be removed from the permitted site immediately after the said activity. Failure to do so may require the Town to call upon the Public Works Department. All expenses will be the responsibility of the applicant.

Initial \_\_\_\_ Town of Mammoth Lakes Municipal Code 12.20.400 prohibits the possession or consumption of alcoholic beverages except at a concession area duly authorized by the Town and properly licensed and insured.

Initial \_\_\_\_ I permit the Town to take photos of my event for purposes of advertising the facility.

**YOUR APPLICATION IS NOT APPROVED UNTIL IT IS SIGNED BY A REPRESENTATIVE FROM THE TOWN OF MAMMOTH LAKES.**

*For an individual's use:*

**WAIVER AND RELEASE AGREEMENT**

In consideration for being permitted by the Town of Mammoth Lakes to use the \_\_\_\_\_ ("Facility"), I hereby waive, release, and discharge any and all claims for damages, death, personal injury or property damage which I may have against the Town, its officials, officers, employees, volunteers, and agents arising out of, related to, or in any way connected with the use of the Facility. I further understand that accidents and injuries can arise out of use of the Facility; knowing those risks, nevertheless, I hereby agree to assume those risks and to release and hold harmless the Town, its officials, officers, employees, volunteers, and agents who might otherwise be liable to me, my heirs or assigns. I further agree to indemnify, defend, and hold harmless the Town, its officials, officers, employees, volunteers, and agents from any and all claims resulting from damages, death, personal injury or property damage arising out of, related to, or in any way connected with the use of the Facility. I further understand that this waiver, release, and assumption of risk is to be binding on my heirs and assigns. **I HAVE READ THIS WAIVER AND RELEASE CAREFULLY. I UNDERSTAND AND VOLUNTARILY ASSUME THE RISKS INVOLVED.**

APPLICANT SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

*For an organization's use, also complete this second waiver and release agreement in addition to the waiver and release agreement above:*

**WAIVER AND RELEASE AGREEMENT**

On behalf of myself and \_\_\_\_\_ ("Organization"), I certify that I have read the Town of Mammoth Lakes Rules and Regulations for Use of Town Facilities related to the use of \_\_\_\_\_ ("Facility"); that I and the Organization jointly and severally take full responsibility for seeing that the use of the Facility by the Organization is in full adherence and compliance with these rules and regulations; that the Organization will indemnify, defend and hold harmless the Town, its officials, officers, employees, volunteers, and agents from any and all claims for damages, death, personal injury or property damage arising out of, related to, or in any way connected with the use of the Facility by the Organization. **I HAVE READ THIS WAIVER AND RELEASE CAREFULLY. I UNDERSTAND AND VOLUNTARILY ASSUME THE RISKS INVOLVED.**

APPLICANT SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_