



*Program Locations:*

St. Patrick's  
50651 Laurel Road  
South Bend, IN 46637

Ferrettie/Baugo Creek  
57057 Ash Road  
Osceola, IN 46561

Bendix Woods  
32132 State Road 2  
New Carlisle, IN 46552

Thank you for your interest in the leisure programs offered by St. Joseph County Parks! To make a program reservation, please follow the instructions below.

After you have thoroughly read the Leisure Program Agreement, please sign, initial and date the highlighted areas on both pages of the contract.

1. Return the Leisure Program Agreement, Waiver of Liability relating to COVID-19, along with payment or call 574-654-3155 to use your credit/debit card for payment.
2. Payment for the total amount of your program fee, is due upon receipt of this letter.
3. Please make checks (or money orders) payable to St. Joseph County Parks Department.
4. Mail or bring payment to:  
**Bendix Woods County Park**  
**56960 Timothy Road**  
**New Carlisle, IN 46552**

**PLEASE NOTE: We are unable to guarantee your reservation until we have received payment.**

More information about the leisure program you are interested in has been provided in the following information packet. We hope you find the information helpful and ask that you share the information with the others in your group. Please call 574-654-3155, if you have any questions.

We hope that you have a wonderful outing. Let us know how we can help!

Sincerely,

St. Joseph County Park Staff

## **Hayride Frequently Asked Questions**

### **What are the options for hayrides?**

Tractor-drawn hayrides are offered in two-hour timeslots in late September through October. Evening hayrides are available Wed. – Sun. from 1-3 pm, 3:30-5:30 pm, 6-8 pm and 8:30-10:30 pm. The fee for an evening hayride is \$120 for up to 80 participants and a campfire is included. Morning hayrides are available Wed. – Fri. for a two-hour timeslot beginning at 9 am, 9:30 am or 10 am. The fee for a morning hayride \$75 for up to 80 participants. Adult groups with a morning hayride may request a campfire for an additional \$35 (must make campfire request at time of reservation). All hayrides include nearby restrooms, a tractor, two hay wagons and a driver for two hours. (**Shelter usage is not included with a hayride.**), although a shelter may be rented for an additional fee.

### **If we have a campfire, do we build our own fire?**

No. For safety reasons and limited firewood availability, the park ranger on duty will build and maintain your fire. Please keep a watchful eye on all children near the fire.

### **What are the rules for hayrides?**

Smoking is not allowed. Do not stand or sit on railing of wagon while in motion. No food or drinks in the wagons. Do not throw straw out of the wagons. Do not exceed wagon capacity. **Until further notice wagon capacity will be at 50% to help maintain social distancing.**

### **May we bring food and drinks?**

Yes, but keep in mind that food and drinks are not allowed in the hay wagons, and glass containers are not allowed in the park. Many groups enjoy roasting marshmallows and hotdogs (**please, bring your own roasting sticks**) around the campfire, and drinking hot chocolate and apple cider.

### **How many people may ride at once?**

Two wagons are towed behind the tractor. The hayride group can determine how many trips they want the driver to take within the two-hour time slot. If your group has more than the maximum of 80 participants permitted, you must reserve an additional hayride timeslot in order to accommodate all participants. **Wagon capacity will be limited to 50% (approximately 10-15 per wagon) to help maintain social distancing and masks are highly recommended.**

### **What time may we arrive and leave?**

Since we book hayrides back to back, you may arrive no earlier than 15 minutes prior to your scheduled hayride. The hayride site must be clean and evacuated no later than 15 minutes after your scheduled hayride period ends.

### **What if we want to stay longer or arrive earlier?**

You may rent a shelter in advance of your hayride. Shelter rentals are limited and based on availability. If you rent a shelter, the shelter is reserved for your group for the day. You will have access to your shelter during the hours requested for your rental. Your hay wagon will arrive at your shelter at the scheduled time. For more information on shelter rental, or to inquire on availability and cost of a shelter, call (574) 277-4828.

### **What is the cancellation and refund policy?**

Cancellations due to weather are at the discretion of the St. Joseph County Parks staff. We will phone you two hours prior to your hayride to attempt to reschedule if the weather is bad. If it is not possible to reschedule the hayride a complete refund will be issued. If your group cancels following payment, no refunds will be issued.

### **What do I do with the liability waiver?**

The waiver is provided for schools, clubs, churches and other groups where most of the participants are under the age of 18 and they will not have a parent or guardian present. If this applies to your group, please copy the waiver and distribute to the parents or guardians of the participants. You may turn in the signed copies to the supervisor the day of your trip.



# ST. JOSEPH COUNTY PARKS LEISURE PROGRAM AGREEMENT

<b>Mail completed contract to:</b> St. Joseph County Parks 32132 State Road 2 New Carlisle, IN 46552 Or email to: <a href="mailto:bendixwoods@sjcparks.org">bendixwoods@sjcparks.org</a>	<b>Call 574-654-3155</b> <b>with program questions</b>		<b>Checks payable to:</b> <b>St. Joseph County Parks</b>
	<b>Program Locations</b>		
	St. Patrick's County Park 50651 Laurel Rd. South Bend, IN 46637	Ferrettie/Baugo Creek County Park 57057 Ash Rd. Osceola, IN 46561	Bendix Woods County Park 56960 Timothy Road New Carlisle, IN 46552

Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Organization Name: \_\_\_\_\_ Alt. Phone: (\_\_\_\_) \_\_\_\_\_  
 (Company/Agency/Church/Family Group, if applicable)

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date of Program: \_\_\_\_\_ Time Frame of Program: \_\_\_\_\_

Program desired (**check all that apply**): # of Participants: \_\_\_\_\_ Grade/Age: \_\_\_\_\_

<u>Winter Inner Tubing</u>			<u>Group Canoe Rental</u>			<u>Fall Hayrides at Bendix Woods</u>				
SITE	HILL	CAPACITY FEE	TRIP	CAPACITY	FEE		CAPACITY	FEE		
<input type="checkbox"/>	St. Patrick's	99	<input type="checkbox"/>	Keller to STP 1-14 canoes	\$25/ea.	<input type="checkbox"/>	Evening	80 \$120		
<input type="checkbox"/>	Ferrettie/Baugo Creek	99	<input type="checkbox"/>	Keller to STP 15+ canoes	\$20/ea.	<input type="checkbox"/>	Daytime	80 \$75		
<input type="checkbox"/>	Ferrettie/Baugo Creek	300	<input type="checkbox"/>	STP to Niles 1-14 canoes	\$25/ea.	<input type="checkbox"/>	Daytime Campfire	\$35		
<input type="checkbox"/>	Sun, Wed, Thurs extra hour	\$75	<input type="checkbox"/>	STP to Niles 15+ canoes	\$20/ea.	<input type="checkbox"/>	9:30-11:30AM	<input type="checkbox"/>	Deneve	
<input type="checkbox"/>		\$	<input type="checkbox"/>	# Cushions _____ (25 max.)	\$2/ea.	<input type="checkbox"/>	1-3PM	<input type="checkbox"/>	Runnels	
			<input type="checkbox"/>	# Canoes _____		<input type="checkbox"/>	3:30-5:30PM	<input type="checkbox"/>	Glenn Bauer	
			<input type="checkbox"/>	Meet at STP	<input type="checkbox"/>	Meet at Keller	<input type="checkbox"/>	6-8PM	<input type="checkbox"/>	Van Paris
			<input type="checkbox"/>				<input type="checkbox"/>	8:30-10:30PM	<input type="checkbox"/>	Studebaker
			<input type="checkbox"/>				<input type="checkbox"/>			

Program Fees: \_\_\_\_\_

Additional Fees: \_\_\_\_\_ **Total Amount Due : \$ \_\_\_\_\_**

**PROGRAM TIMES** - All groups may arrive no earlier than 15 minutes prior to program start time, and must depart no later than 15 minutes after program end time. Early entry or later departure requires additional ranger fees at a cost of \$40/hr. All renters must be out by 11:00 p.m. by County Ordinance. \_\_\_\_\_ (Initials)

**ALCOHOL** (beer & wine only) is permitted within the shelter area as long as it is served in non-glass cups or cans. Alcohol may not be sold. The serving of alcohol to minors or the consumption of alcohol by minors is strictly prohibited. It is the sole responsibility of the Responsible Person to comply with any and all Federal, State and local laws and ordinances regarding the sale, service, or consumption of alcohol, including, but not limited to, the securing of any and all authorizations or permits necessary. Any and all questions regarding what is required or permitted by law for the service or consumption of alcohol should be directed to the Indiana State Excise Police (<http://www.in.gov/atc/isepl/>). The local Excise Police office in Bristol, Indiana may be contacted at (574) 264-9480. County Park staff will NOT provide any counsel or legal advice regarding the service or consumption of alcohol. \_\_\_\_\_ (Initials)

**PAYMENT/REFUNDS** - All program fees are final. All program reservations must be paid within five (5) business days after reservation is made. If payment is not received, reservation will be canceled. If participant cancels following payment, no refunds will be issued. If cancellation is made by park staff due to weather or unforeseeable conditions, the program will be rescheduled if possible, or a complete refund will be issued. (**Returned Check** fee is \$35.00). \_\_\_\_\_ (Initials)

**RELEASE AND INDEMNIFICATION AGREEMENT -**

For and in consideration of St. Joseph County Parks licensing the undersigned to participate in the above designated program on \_\_\_\_\_ (date of event), the undersigned, executors, and administrators hereby agrees to release, hold harmless, defend and indemnify St. Joseph County, Indiana and St. Joseph County Parks Department, their officers, directors, employees and agents, from any and all costs, claims, losses, liabilities or damages arising from or in any way related to, the participation in the above mentioned program and all associated activities.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

**PARK RULES & SHELTER POLICIES**

- Renter must be present at rental.
- Absolutely no balloons, egg tosses, confetti, dunk tanks or candles are allowed in the park.
- Alcohol (beer and wine only) is permitted within the shelter in non-glass containers. It is the sole responsibility of the Responsible Person to comply with all laws and ordinances regarding the sale, service, or consumption of alcohol, including, but not limited to, the securing of any and all authorizations or permits necessary for the service of alcohol.
- Causing damage to signs, shelters and other structures is prohibited. *The use of staples, nails, and/or tacks for the purposes of decorating/hanging signage and/or banners is strictly prohibited.*
- It is unlawful to litter or dump trash in the park.
- Tents, canopies, pop-ups, etc. are not allowed in shelter/picnic areas except where designated and approved.
- Amplified sound shall not exceed 75 decibels within a 150 foot area, and will be monitored by Park Rangers. Noise levels should not disturb other park patrons or renters.
- The number of persons attending a shelter rental shall not exceed the fire code capacity of the facility.
- No live animal exhibits—no petting zoos or pony rides.
- Possession of firearms and weapons is prohibited.

- Smoking is not allowed in any park building or on park property.
- Defacement, destruction, removal or disturbance of property, equipment or natural features is prohibited.
  - Pets must be restrained on a six (6) foot leash. No pets are allowed in buildings (other than service dogs). Owners must clean up after their pets. Pets are not allowed in designated swimming areas.
- Sledding/tobogganing is prohibited. Innertubing is allowed only during staff supervised times/in designated locations.
- Fishing activities and boat launching is permitted in designated areas. (All state laws apply)
- Disorderly conduct is prohibited, as well as other activities which are deemed dangerous or improper.
- Maximum speed is 20 mph or as posted. Vehicles may be operated only on roadways and must park in designated parking areas. Service roads are available for drop off of special needs individuals. Vehicles must return to designated parking areas after drop off.
- Ground fires are not permitted without written permission of the Director. All other fires are restricted to limited areas and containers such as grills, wood burners or fireplaces.**

**I have read and understand the Park Rules & Shelter Policies** \_\_\_\_\_ (Initials)

A fee of \$30 per hour per staff will be billed if extraordinary clean-up is necessary. \_\_\_\_\_ (Initials)

Extraordinary clean up includes, but is not limited to, park staff being required to:

- Clean food and debris from the site utilized by the group (floors, restrooms, tables and surrounding areas);
- Removal of decorations, tape and signage (using staples, tacks or nails is considered damage to property);
- Rake up of debris or refuse from around garbage cans and picnic tables;
- Clean up and disposal of items which violate park rules & policies including: glass, confetti, balloons, cigarette butts, etc.

**Note: the fundamental rule on additional charges not being billed are: participants should leave park equipment and facilities in an “as found” condition.**

I have read the terms of this Contract, Rules, and Shelter Policies and understand that I am accountable for the behavior and conduct of my participants. I understand the conditions whereby the security deposit when applicable will or will not be returned. I understand it is my responsibility to contact park staff to inspect the equipment and site before I leave the park.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative of: \_\_\_\_\_  
(Company/Agency/Church/Family Group, if applicable)

**ST. JOSEPH COUNTY PARKS DEPARTMENT**  
**WAIVER OF LIABILITY RELATING TO COVID-19**

This Waiver of Liability Relating to COVID-19 is a required addition to the general St. Joseph County Parks Department Special Events Application for the foreseeable future and to any other agreements for rental of Parks Department personal property or participation in Parks Department activities.

I, the undersigned, attest that I am not experiencing any symptoms of illness such as a fever, cough, or shortness of breath, and am unaware of any of the proposed attendees having such symptoms. I am aware that it is advised that my event should follow the safety and hygiene protocols that have been recommended by the Center for Disease Control and Prevention (“CDC”) and that I am required to follow any safety and hygiene protocols that are required by federal, state, or local authorities.

I acknowledge that I am voluntarily (a) submitting a Special Events Application for permission to hold an event at a property owned by the St. Joseph County Parks Department (“Event Application”); (b) participating in St. Joseph County Parks Department events/activities whether on-site or off-site (“Parks Event”); or (c) requesting to rent St. Joseph County Parks Department personal property (“Property Rental”) (collectively, “Parks Department Activities”). In consideration for participation in such Parks Department Activities, I acknowledge and agree as follows:

Novel Coronavirus (“COVID-19”) infections have been confirmed throughout the United States, including throughout the State of Indiana and in St. Joseph County in particular.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 during/ at such Parks Department Activities as applicable, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 during/ at such Parks Department Activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, St. Joseph County Parks Department employees, officers, directors, volunteers, and agents.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself and my minor children, as applicable (including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I or my immediate family may experience or incur in connection with my participation in Parks Department activities, including, for the avoidance of doubt and without limitation, exposure to COVID-19 at any St. Joseph County Parks Department property and any illness, injury or death resulting therefrom (“Claims”). On behalf of myself and immediate family, I hereby release, covenant not to sue, discharge, and hold harmless the St. Joseph County Parks Department, the St. Joseph County Parks Board, the St. Joseph County Board of Commissioners, the St. Joseph County Council, their officers, directors, employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the St. Joseph County Parks Department, the St. Joseph County Parks Board, the St. Joseph County Board of Commissioners, the St. Joseph County Council, their officers, directors, employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after my participation in Parks Department Activities.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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Authorized Representative of: \_\_\_\_\_  
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