



Program Reservations:

St. Joseph County Parks
32132 State Road 2
New Carlisle, IN 46552
Office: 574/654-3155
Fax: 574/654-3674

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. In order 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 with **2 checks** or call 574/654-3155 to use your credit/debit card for payment.
2. **The first check, for the total amount of your program fee, is due upon receipt of this letter. The second check, in the amount of \$100 is for a security deposit and must be paid at least 2 weeks prior to the event.** The security deposit will be returned once it has been determined that park rules, policies, and the conditions of the attached Leisure Program Agreement have been followed and met.
3. **Please make checks (or money orders) payable to St. Joseph County Parks Department.**
4. Mail or bring payment to: **St. Joseph County Parks, 32132 SR 2 New Carlisle, Indiana, 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

Canoe Group Frequently Asked Questions

What are the options for canoe group rentals?

Group canoe reservations are taken for Wednesday through Sunday, April through October, for groups of 5 to 35 canoes (10 to 105 people). Rental of 5-14 canoes is \$23 per canoe and 15-35 canoes is \$18 per canoe. The preferred trip for group canoeing is from Keller Landing to St. Patrick's County Park. Groups wishing to take the trip from St. Patrick's County Park to the Niles Landing must get staff permission at the time of reservation.

The two park shuttle vans each accommodate 13 passengers (26 total in the two vans). If your group is larger than 26 people, be aware that multiple trips would be required to transport your group. Prior to the reservation, groups should determine whether they wish to meet park staff at Keller Landing or if they will require transportation in the park shuttle vans from St. Patrick's County Park to Keller Landing.

What is included with a canoe group rental?

Rental includes use of lifejackets, paddles, canoes (and shuttle service if required). Cushion rental (25 max.) is available for \$2 per cushion. Restrooms are available at St. Patrick's County Park.

How many people can fit in a canoe?

Our canoes are 15-foot aluminum crafts. The combined weight of persons in this type of canoe cannot exceed 500 pounds. This typically means that up to three adults OR up to two adults and two small children can ride in one canoe. There are only seats for two people in the boat (front and back) so if you plan on having more than two people in a canoe we recommend renting a seat cushion for each person in the center of the canoe.

What if we need more or fewer canoes?

Because reserved canoes are withheld from the public rental supply, payment is required for the total number of canoes reserved, regardless if fewer canoes are actually used. Additional canoes may be rented at the time of departure (if the equipment is available).

What are the rules for canoeing?

All canoers must be able to swim and wear a lifejacket at all times. Canoers should stay seated and centered in their seat at all times. The group is responsible to pay for any damages to the equipment including lost paddles, cushions, lifejackets and canoes.

May we bring food and drinks?

Yes, but keep in mind that glass containers are not allowed in the park. It is unlawful for any person to possess or be under the influence of an alcoholic beverage or controlled substance while operating, or a passenger in a canoe or kayak or motor vehicle owned and operated by the St. Joseph County Park Department.

What is the cancellation and refund policy?

Cancellations due to weather or unsafe river conditions are at the discretion of the St. Joseph County Park staff. We will phone you one day prior to your scheduled trip to attempt to reschedule if conditions are not safe. If it is not possible to reschedule the trip, a complete refund will be issued. If your group cancels following payment and up to two weeks prior to the trip date, 20% of the total fee will be withheld. For cancellations made within two weeks of the trip date, 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.



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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 Innertubing</u>	<u>Group Canoe Rental</u>	<u>Fall Hayrides at Bendix Woods</u>
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		<input type="checkbox"/> _____ <input type="checkbox"/> Saulk Trail

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 \$35/hr. All renters must be out by 11:00 p.m. by County Ordinance. _____ (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 and up to two (2) weeks prior to program date, 20% of total fee will be withheld. For cancellations made within two (2) weeks of program date, 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 \$30.00). _____ (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.
- Alcoholic beverages are limited to picnic areas; beer and wine in non-glass containers only. The sale of alcohol is prohibited.
- 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 firecode 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.
- Swimming is permitted in designated areas and at posted times only.
- 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 SEPARATE DAMAGE & EXTRAORDINARY CLEAN-UP DEPOSIT of \$100 will be required for all leisure programs, unless a shelter has been rented in addition to the program. Shelter rentals require a deposit of \$150, and that deposit will apply to both the shelter and the program. The security deposit will be returned by mail the next business day provided all rules have been followed and the condition of all park property is satisfactory.

The security deposit shall be forfeited in whole if group fails to comply with all Program Agreement Terms, Park Rules & Shelter Policies. The security deposit shall also be subject to forfeiture due to the following:

1. Damage or vandalism of any kind to park property.
2. Failure to follow or adhere to all program and park rules and policies.
3. Disregarding the directives of, or harassment of, park staff.

A fee of \$30 per hour per staff will be deducted from your security deposit if extraordinary clean up is necessary. If your security deposit does not cover the cost of the extraordinary clean up OR if your security deposit has been retrained for one of the reasons listed above, you will be billed and invoiced at a rate of \$30 per hour per staff for the necessary clean up. If a credit/debit card number is used as the security deposit, it will be charged \$100 should the retention of the security deposit be determined necessary, or \$30 per hour per staff for extraordinary clean up.

_____ (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 return of security deposit is: participants should leave park equipment and facilities in an “as found” condition.

I have read the terms of this Contract, Park 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 will or will not be returned. I understand it is my responsibility to contact park staff to inspect the site before I leave the park.

Authorized Signature: _____ Date: _____

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



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Name: _____ Phone: (____) _____
 Organization Name: _____ Alt. Phone: (____) _____
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 Address: _____ City _____ State _____ Zip _____
 Date of Program: _____ Time Frame of Program: _____
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- Renter must be present at rental.
- Absolutely no balloons, egg tosses, confetti, dunk tanks or candles are allowed in the park.
- Alcoholic beverages are limited to picnic areas; beer and wine in non-glass containers only. The sale of alcohol is prohibited.
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- It is unlawful to litter or dump trash in the park.
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Note: the fundamental rule on return of security deposit is: participants should leave park equipment and facilities in an “as found” condition.

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Authorized Signature: _____ Date: _____

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



St. Joseph County Parks Department

50651 Laurel Rd.

South Bend, IN 46637

Phone: 574-277-4828

Internet: www.sicparks.org

PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

****READ BEFORE SIGNING****

Participant Name

Organization/Group Name (Optional)

Address

Phone Number

City, State ZIP

Email

Driver's License State & Number

Emergency Contact Number

In consideration of being allowed to participate in any way in the program, related events and activities, I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant including the potential for permanent paralysis and death. (initials)
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISK, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation. (initials)
3. I willingly agree to comply with the terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately. (initials)
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMINIFY, AND HOLD HARMLESS THE ST. JOSEPH COUNTY PARKS DEPARTMENT, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and if applicable, owners and lessors of land or premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage of property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. (initials)
5. I WILL WEAR MY LIFE JACKET AT ALL TIMES while on the water and will comply with all Federal, State and Local laws. I will NOT EXCEED THE MAXIMUM CARRYING CAPACITY of the vessel (500 pounds per canoe and 300 pounds per kayak). (initials)
6. I WILL PROVIDE APPROVED CHILD RESTRAINT SEATS for transport of all children under eight years of age. (initials)
7. I understand that IT IS UNLAWFUL FOR ANY PERSON TO POSSESS OR BE UNDER THE INFLUENCE OF AN ALCOHOLIC BEVERAGE or controlled substance, as defined in I.C. 16-42-21-1 while operating, or a passenger in, a canoe, boat, watercraft or motor vehicle owned and operated by the St. Joseph County Park Department. The Livery will refuse service to anyone who is intoxicated with NO REFUNDS MADE. (initials)
8. I hereby agree to return all equipment at the mutually agreed set time, date, location in the same condition as it was received. I also agree that the vessel will only be taken on the waters agreed to prior to the trip and that I AM RESPONSIBLE FOR LOADING AND UNLOADING ALL VESSELS. (initials)
9. I agree to report all damage or lost items immediately at the end of the trip and PAY FOR THEM AT THAT TIME, plus any collection or attorney's fees that the Livery incurs through my failure to do so, according to the following schedule: (initials)

Vessel damaged beyond repair, (Includes during Recovery)	\$900/\$350 kayak
Broken/Lost Thwart (Includes during Recovery)	\$60.00
Broken /Lost Seat (Includes during Recovery)	\$70.00
Hull torn or punctured (Includes during Recovery)	\$40.00 per inch
Hull crushed or wrinkled (Includes during Recovery)	\$70.00
Broken/Lost Endcap (Includes during Recovery)	\$60.00
Paddle Lost, Broken, or unreturned	\$25.00 canoe paddle/\$80.00 kayak paddle
Life jacket or cushion lost	\$25.00
Vessel recovery (when possible, convenient & safe)	\$40.00 each man hour, \$40.00 minimum
Return after 7 PM	\$7.00 per vessel per hour

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X

Participant's Signature

AGE

DATE

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X

Parent/Guardian Signature

DATE

X _____
 Additional Participant's Signature DATE

X _____
 Additional Participant's Signature DATE

X _____
 Additional Participant's Signature DATE



St. Patrick's County Park Canoe Rental
574-277-4828

People in party: _____

	LOCATION	TIME OUT	TIME DUE IN
DEPART FROM			
ARRIVE AT			

Canoe-	Short trip \$23/ea., 4 hrs. max.	Long trip \$30/ea., 5 hrs. max.
2-Person Kayak-	Short trip \$23/ea., 4 hrs. max.	Long trip \$30/ea., 5 hrs. max.
1-Person Kayak-	Short trip \$18/ea., 4 hrs. max.	Long trip \$25/ea., 5 hrs. max.

<u>EQUIPMENT:</u>	
# CANOES	
# 2-PERSON KAYAKS	
# 1-PERSON KAYAKS	
# CUSHIONS	
# LIFE JACKETS	
# PADDLES	

<u>COST:</u>	
TRIP \$23 OR \$30/EA	\$
TRIP \$23 OR \$30/EA	\$
TRIP \$18 OR \$25/EA	\$
CUSHION \$2/EA	\$
LIVERY \$7/EA TRANSPORT	\$
POND \$7/HR	\$
LATE FEE \$7/HR 7PM+	\$
PASS/COUPON	\$ (-)
<u>TOTAL COST</u>	\$

NO REFUNDS

X _____
 Additional Participant's Signature DATE

X _____
 Additional Participant's Signature DATE

X _____
 Additional Participant's Signature DATE



St. Patrick's County Park Canoe Rental
 574-277-4828

People in party: _____

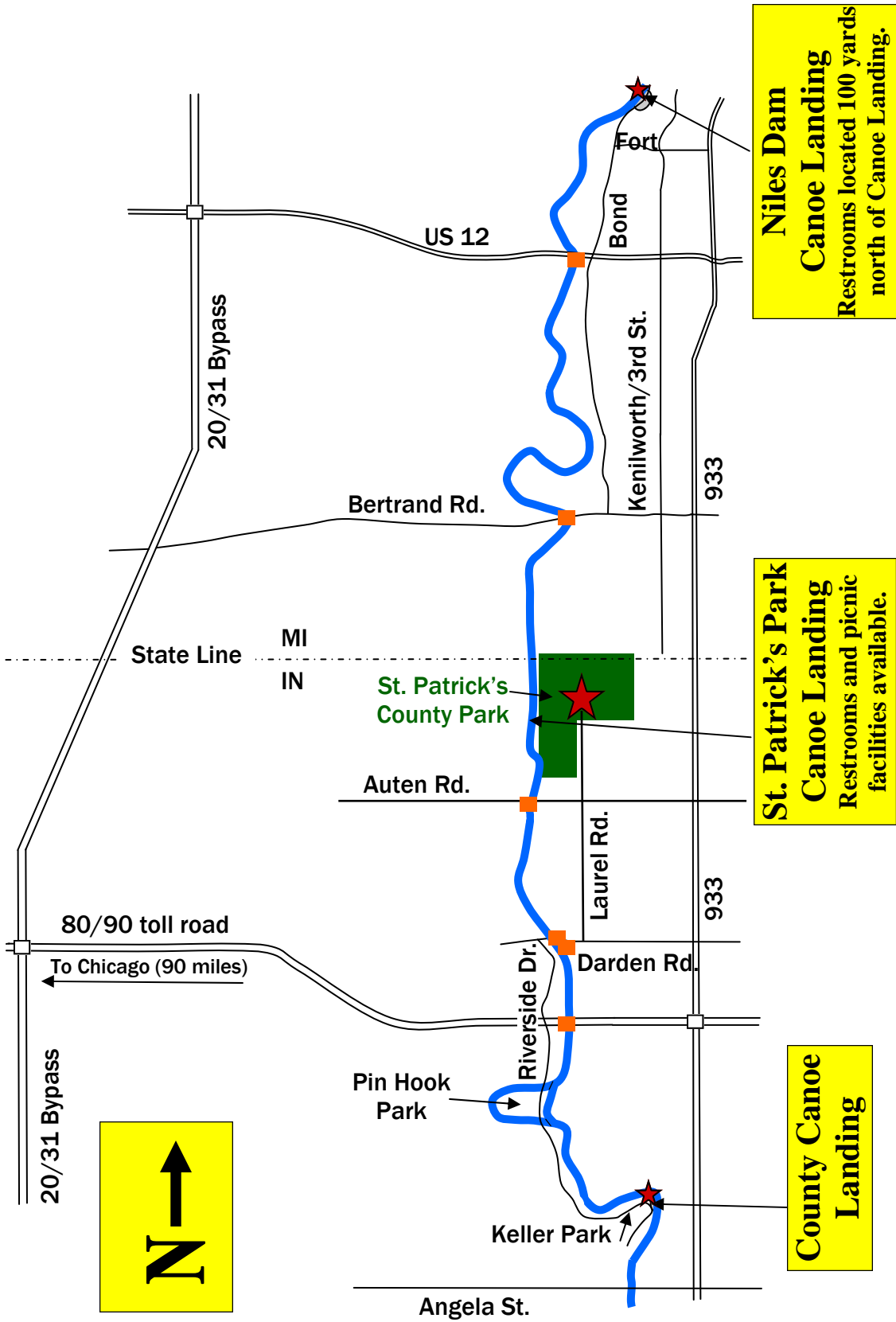
	LOCATION	TIME OUT	TIME DUE IN
DEPART FROM			
ARRIVE AT			

Canoe-	Short trip \$23/ea., 4 hrs. max.	Long trip \$30/ea., 5 hrs. max.
2-Person Kayak-	Short trip \$23/ea., 4 hrs. max.	Long trip \$30/ea., 5 hrs. max.
1-Person Kayak-	Short trip \$18/ea., 4 hrs. max.	Long trip \$25/ea., 5 hrs. max.

<u>EQUIPMENT:</u>	
# CANOES	
# 2-PERSON KAYAKS	
# 1-PERSON KAYAKS	
# CUSHIONS	
# LIFE JACKETS	
# PADDLES	

<u>COST:</u>	
TRIP \$23 OR \$30/EA	\$
TRIP \$23 OR \$30/EA	\$
TRIP \$18 OR \$25/EA	\$
CUSHION \$2/EA	\$
LIVERY \$7/EA TRANSPORT	\$
POND \$7/HR	\$
LATE FEE \$7/HR 7PM+	\$
PASS/COUPON	\$ (-)
<u>TOTAL COST</u>	\$

NO REFUNDS



Keller Park to St. Patrick's Park
 4.5 miles (averages 1.5 hours on river)

St. Patrick's Park to Niles Dam
 5 miles (averages 2 hours on river)

Long Trip: Keller Park to Niles Dam
 9.5 miles (averages 4.5 hours on river)

Parent or Guardians Agreement of Waiver of Liability, Indemnification & Medical Release
For use by adults during leisure services activities if the participants are under the age of 18 years of age.

The undersigned parent and natural guardian or legal guardian does hereby acknowledge that he/she is aware of the dangers involved in participating in _____.

Said undersigned parent and natural guardian or legal guardian does hereby represent that he/she is in fact acting in such capacity and agrees on behalf of the participant and his/her executors, administrators, heirs, next of kin, successors, and assigns, to:

A. Waive, release and discharge from any and all liability for participant's death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to participant and his/her estate, the County of St. Joseph, Indiana, and its officers, agents and employees; and

B. Indemnify and hold harmless the County of St. Joseph, Indiana, and its officers, agents and employees from and against any and all liabilities and claims made by other individuals or entities as a result of the participant's participation or actions during this activity or event.

The undersigned understands and is aware that participating in this activity or event involves certain risks and dangers including, but not limited to: hazards associated with outdoor activities; the forces of nature and wildlife, and distances from/access to medical facilities. Such outdoor activities involve, but are not limited to: canoeing on the St. Joseph River; innertubing on a public innertube hill; walking, snowshoeing and/or cross county skiing through rough terrain; participating in tractor drawn hayrides; disc golfing; and traveling by automobile, public passenger van or other conveyance.

The undersigned further consents to and authorizes medical treatment to the participant which may be deemed advisable in the event of injury, accident or illness during this activity or event.

This release and waiver shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I, the undersigned, acknowledge that I have read and understand the above Release.

Name of Minor _____ Age _____

Name of Parent or Guardian _____

Signature: _____ Date _____

PHOTO RELEASE: I hereby consent to and authorize St. Joseph County Parks Department, its publishers, licensees, and assignees, permission to use and reproduce still photographs and/or film footage taken of me (and/or my child/children) in whole or in part, with or without names, for editorial, trade or advertising purposes. I also confirm that I waive all claims arising from such use for any additional compensation, damages, and invasion of privacy.

Signature

Date



St. Joseph County Parks Department
32132 SR 2
New Carlisle, IN 46552
574/654-3155

Last Update: 10/22/08

