



*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. Beer and wine (in non-glass containers) are allowed, but be advised to consume alcohol in moderation while canoeing. Serving alcohol to minors, and consumption of alcohol by minors, is prohibited.

### **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.



# ST. JOSEPH COUNTY PARKS LEISURE PROGRAM AGREEMENT

<b>Mail completed contract to:</b> St. Joseph County Parks 32132 SR 2 New Carlisle, IN 46552	<b>Call 574/654-3155 with program questions</b>		<b>Checks payable to: 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 32132 SR 2 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 Innertubing</u>	<u>Group Canoe Rental</u>	<u>Fall Hayrides at Bendix Woods</u>
SITE	TRIP	
<input type="checkbox"/> St. Patrick's	<input type="checkbox"/> Keller to STP 1-14 canoes	<input type="checkbox"/> Evening
<input type="checkbox"/> Ferrettie/Baugo Creek	<input type="checkbox"/> Keller to STP 15+ canoes	<input type="checkbox"/> Daytime
<input type="checkbox"/> Ferrettie/Baugo Creek	<input type="checkbox"/> STP to Niles 1-14 canoes	<input type="checkbox"/> Daytime Campfire
<input type="checkbox"/> Wed. - Fri. extra hour	<input type="checkbox"/> STP to Niles 15+ canoes	<input type="checkbox"/> 9:30-11:30AM
<input type="checkbox"/> _____ \$ _____	<input type="checkbox"/> # Cushions _____ (25 max.) \$2/ea.	<input type="checkbox"/> 1-3PM
	<input type="checkbox"/> # Canoes _____	<input type="checkbox"/> 3:30-5:30PM
	<input type="checkbox"/> Meet at STP <input type="checkbox"/> Meet at Keller	<input type="checkbox"/> 6-8PM
	<input type="checkbox"/> _____ \$ _____	<input type="checkbox"/> 8:30-10:30PM
		<input type="checkbox"/> _____
		<input type="checkbox"/> Deneve
		<input type="checkbox"/> Runnels
		<input type="checkbox"/> Glenn Bauer
		<input type="checkbox"/> Van Paris
		<input type="checkbox"/> Studebaker
		<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)



# ST. JOSEPH COUNTY PARKS LEISURE PROGRAM AGREEMENT

<b>Mail completed contract to:</b> St. Joseph County Parks 32132 SR 2 New Carlisle, IN 46552	<b>Call 574/654-3155</b> <b>with program questions</b>		<b>Checks payable to:</b> <b>St. Joseph County Parks</b>
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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 Inertubing</u>			<u>Group Canoe Rental</u>			<u>Fall Hayrides at Bendix Woods</u>		
SITE	CAPACITY	FEE	TRIP	CAPACITY	FEE		CAPACITY	FEE
<input type="checkbox"/> St. Patrick's	99	\$150	<input type="checkbox"/> Keller to STP 1-14 canoes		\$23/ea.	<input type="checkbox"/> Evening	80	\$110
<input type="checkbox"/> Ferrettie/Baugo Creek 99	99	\$150	<input type="checkbox"/> Keller to STP 15 + canoes		\$18/ea.	<input type="checkbox"/> Daytime	80	\$75
<input type="checkbox"/> Ferrettie/Baugo Creek 300	300	\$250	<input type="checkbox"/> STP to Niles 1-14 canoes		\$23/ea.	<input type="checkbox"/> Daytime Campfire		\$35
<input type="checkbox"/> Wed. - Fri. extra hour		\$50	<input type="checkbox"/> STP to Niles 15 + canoes		\$18/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
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- 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)



## ST. JOSEPH COUNTY PARKS DEPARTMENT VESSEL RENTAL AGREEMENT

**AS A RENTER OR PASSENGER IN THIS VESSEL, I AGREE TO READ THE FOLLOWING RENTAL CONTRACT. MY SIGNATURE AT THE END OF THIS CONTRACT CERTIFIES THAT I FULLY UNDERSTAND AND AGREE WITH ITS CONTENT.**

### **I UNDERSTAND THAT:**

1. **RENTER ASSUMES RESPONSIBILITY OF LOADING AND UNLOADING OF ALL VESSELS.**
2. All vessel passengers must be able to swim and must wear life jackets at all times while in the vessel.
3. Renter must pay for rental in advance.
4. No refunds after vessels are taken out.
5. In addition to any rental fees, renter agrees to pay a late charge of \$7 per hour, per vessel, in effect from 7pm on.
6. Renter agrees to return equipment listed to the St. Joseph County Parks Department or its representatives in the same condition as received (except for normal use).
7. Renter will pay for damages, losses, or the repairs necessary to restore equipment to the same condition as when rented.
8. Equipment lost or damaged beyond repair will be paid for by the renter at the current replacement price. Accrued rental charges will not be applied against the purchase price or cost of repairs of lost or damaged equipment.
9. Renter shall comply with all laws in any way relating to the use, operation, or maintenance of the equipment. Renter shall provide approved child restraint seats for transport of all children under eight years of age.
10. Renter acknowledges that equipment has been inspected and has been accepted in good condition.
11. Renter shall comply with all laws in any way relating the use, operation or maintenance of the equipment.
12. Renter shall pay all fines imposed by the improper use if the equipment.
13. Renter shall pay the park department all costs and expenses including the attorney fees incurred by the Park Department in exercising its right to enforce the terms or conditions of this contract.
14. The equipment is, and shall remain, the exclusive property of the St. Joseph County Parks Department. The renter shall have no right, title, or interest except as expressly set forth in this contract.

### **WARRANTY**

**The renter warrants that all persons entering and using said equipment will wear the life jackets at all times and are able to swim. They further warrant that they are familiar with the use and operation of the equipment and agree not to take weight, whether persons or equipment, in excess of the maximum carrying capacity (500 pounds).**

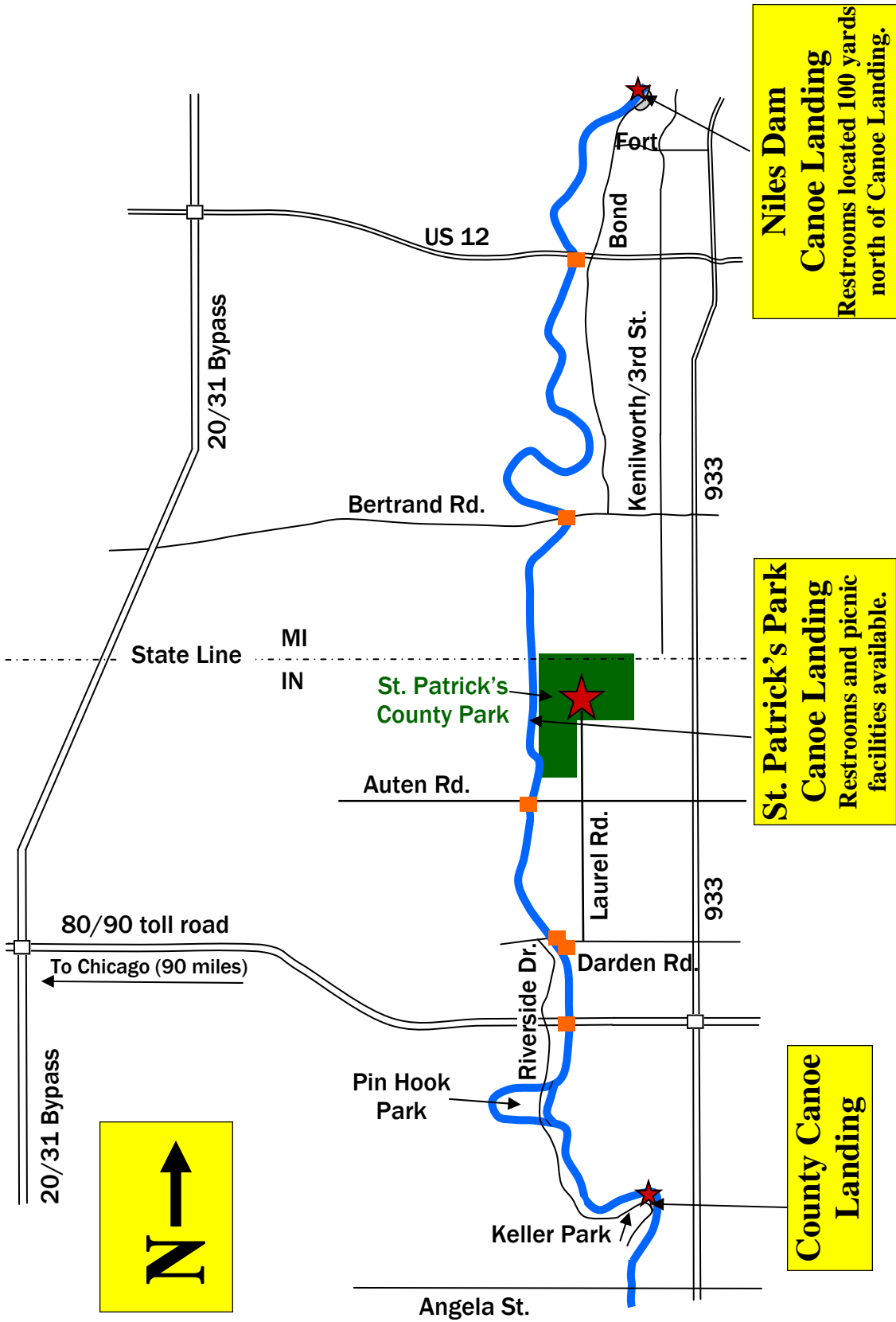
### **RELEASE**

**The undersigned renter, passengers and users in consideration of and in order to induce the St. Joseph County Parks Department to rent the items listed, agree that the St. Joseph County Parks Department shall not be held responsible for any loss of property, damage, bodily injury, accident, or loss of life during the rental period while said equipment is in the renter's possession. Unauthorized use or diversion of the aforesaid equipment beyond the period of this contract will be considered a violation of the penal law of the State of Indiana. Violators will be subject to prosecution by the St. Joseph County Parks Department.**

### **SIGNATURE(S):**

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**I AM A SWIMMER AND AGREE TO WEAR MY LIFE JACKET WHILE USING THIS VESSEL.**



**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

