



**PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT
DIVE INSTRUCTION PERMIT APPLICATION**

John Prince Park Administration Building
2700 6th Avenue South, Lake Worth, FL 33461
Phone: (561) 966-6623 Fax: (561) 242-7400

APPLICANT INFORMATION

Park Requested:	Phil Foster Park
Applicant Name:	Business or Individual?
Business Name:	
Address:	
City/State/Zip Code:	
Email address:	Phone:
If Business, list names of up to six (6) instructors to be included on Permit:	
1.	4.
2.	5.
3.	6.

As indicated by the signature below, Applicant understands and agrees that permission for use of Park(s) facilities is contingent upon compliance with the following rules, regulations, and conditions:

1. The Applicant shall be obligated to strictly enforce all terms and conditions of this Permit, and, in general, good standards and practices for the safe and orderly use of the Park(s). The person signing this Permit is responsible for ensuring enforcement of all requirements, and for the safety and conduct of all participants, employees, agents and subcontractors of the Applicant. The Applicant shall be bound by all Ordinances of Palm Beach County, as are now or may hereafter be adopted, as fully as though the same were inserted in this Permit, and in particular, Palm Beach County Code, Chapter 21, as may be amended, pertaining to Parks and Recreation. Non-compliance may result in denial of future use of the Park(s).
2. The Applicant shall indemnify, save harmless and defend the County from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Permit for any personal injury, loss of life, environmental contamination, and/or damage to property sustained in or about the Park(s) by reason, during, or as a result of the use of the Park(s) premises and its appurtenant facilities by the Applicant, its members volunteers, participants, officials, agents, sponsors, employees, subcontractors (hereinafter "Applicant's Affiliates") and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event County shall be made a party to any litigation commenced against Applicant or Applicant's Affiliates by Applicant or Applicant's Affiliates against any third party, Applicant shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Applicant recognizes the broad nature of this indemnification provision and specifically acknowledges that County would not have granted this Permit without Applicant's agreement to indemnify County and further acknowledges the receipt of good and valuable separate consideration provided by County in support hereof in accordance with the laws of the State of Florida. This provision shall survive expiration or termination of this Permit.
3. The Applicant understands that the Park(s) is County owned property. The County may revoke authorization for use of the Park(s), with or without cause, with 15 days notice, at which time this Permit will terminate.
4. Applicant and Independent Contractors of Applicant shall procure Comprehensive General Liability insurance in a form acceptable to the County for the activities associated with the use of the requested Park(s). Such insurance coverage shall be in an amount of not less than \$1,000,000 and shall be endorsed to include the County as an additional insured. In addition, the Applicant shall provide Workers Compensation in accordance with F.S. 440, and Professional Liability in the minimum amount of \$1,000,000 for each instructor (unless included in the general liability policy). Each policy shall include a provision requiring written notice to the County in the event of a material change or cancellation of said policy. A certificate of insurance evidencing that such required insurance is in place shall be submitted to the County before Applicant shall be given access to the Park(s), and this required insurance coverage shall be in continuous condition precedent to the continued use of the site by Applicant. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners", 2700 Sixth Avenue South, Lake Worth FL 33461.
5. Applicant shall comply with all park rules, policies and all applicable Palm Beach County, State and federal rules and regulations related to the permitted use of the Park(s).
6. Applicant shall not impede the rights of the public and County Contracted Concessionaire to use the Park(s) listed in this Permit in a reasonable manner.

