



**City of Hyattsville**  
**SPECIAL USE AGREEMENT FOR DRISKELL PARK AND CITY ROADWAYS**

This agreement between the City of Hyattsville and Hyattsville Elementary School PTA, hereby referred to as the APPLICANT, is to cover special use request to host running races (of 5 kilometers or less) in Driskell Park and on City roadways on Saturday, October 14, 2023.

**DESCRIPTION OF PERMITTED ACTIVITIES**

APPLICANT is permitted to use Driskell Park and City roadways highlighted in the attached map to host the proposed running races during daylight hours on October 14, 2023, with setup taking place that morning which shall not interfere with any other activities taking place on the athletic field within Driskell Park.

Space will be allotted for race sponsors and vendors. All vendors must obtain all applicable permits for the event. Vendors are solely responsible for contacting any agencies that may require permits for their activities.

To fully serve the community, the City reserves the right to set-up additional activities and vendors at the event location. Any activities that the City wants to offer will be coordinated with the APPLICANT to eliminate any conflicts.

APPLICANT is responsible for cleaning all areas to acceptable pre-race conditions. Additional cleaning services will be provided by the City at no cost to the APPLICANT.

APPLICANT is responsible to provide all event security and personnel.

All Park rules and regulations, as outlined in the City Code and Charter, and all local, state, and federal laws must be adhered to.

In the case of an emergency situation or a threat to public health, the City reserves the right to change or cancel any portion of the permitted use.

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**INSURANCE**

The APPLICANT or group executing this special use agreement shall provide the City of Hyattsville with a Certificate of Insurance evidencing the following coverage:

<b>COVERAGES</b>	<b>LIMITS</b>
Comprehensive General Liability Bodily Injury and Property Damage	\$1,000,000 Combine single limit – each occurrence and aggregate

In addition, the certificate **MUST** indicate that the **Maryland- National Capital Park and Planning Commission** and the **City of Hyattsville**, its elected and appointed officials, agents, representatives, boards, commissions, departments, employees and volunteers, and others working behalf of the City of Hyattsville are named as an “Additional Insured” or “Certificate Holder”.

The certificate of Insurance **MUST** be delivered to the City of Hyattsville no less than one (1) week before the event.

**HOLD HARMLESS, INDEMNITY AND RELEASE OF LIABILITY**

To the fullest extent permitted by the law, APPLICANT agrees to defend, pay on behalf of, indemnify, and hold harmless the city of Hyattsville, its elected and appointed officials, agents, representatives, boards, commissions, departments, employees and volunteers, and others working on behalf of the City of Hyattsville against any and all claims, liabilities, actions, damages, judgments, expenses, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Hyattsville, its elected and appointed officials, agents, representatives, boards, commissions, departments, employees and volunteers, and others working on behalf the City of Hyattsville by reason or personal injury, including bodily injury or death and/or property damage, including loss of use thereof, however caused, which arises out of, results from, or is any way directly or indirectly connected or associated with the sponsoring applicants and/or guests, patrons, members, agents, invitees and employees.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Matt Gambecki**  
**Race Director**

**Hyattsville Elementary PTA**  
**5311 43<sup>rd</sup> Avenue**  
**Hyattsville, MD 20781**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Tracey Douglas**  
**City Administrator**

**City of Hyattsville**  
**4310 Gallatin Street**  
**Hyattsville, MD 20781**