



City of Dawson Creek

Sports Field User Guide

Sports Field User Guide

This document is issued to each group and/or organization accessing the Sports Field Facilities.

Our purpose is to ensure that there is a clear understanding of what responsibilities groups and individuals invited into the sports fields have with regards to ensuring that all those citizens and visitors entering the sports fields can do so in a safe and enjoyable atmosphere.

We share the hope and goal that all fields are a safe and enjoyable place for everyone to work and play. It is anticipated that many of the expectations identified within this document will simply mirror the expectation already established by some "teams" and provincial sport bodies, so it will be a matter of simply carrying on as you have in the past. It reflects some concerns expressed by past and present users and attempts to remove inconsistencies amongst groups. For those who do not have established procedures, you will need to effectively communicate these expectations to all of your participants, parents, volunteers, coaches, staff etc. It is expected that each club will sign a contract that they will follow the Sports Field User Guide each season.

These Guidelines will be reviewed on a regular basis and changes will be circulated to user groups.



Contents

1. General Guidelines
2. Rules of Conduct
3. Responsibilities in Emergencies
4. Reporting of Damage
5. Minors under Direct Supervision
6. Field Use
7. Public Use
8. Rental
9. Licenses
10. Maintenance of the Fields
11. Adjoining Fields
12. Parking
13. Inspection
14. Entry by City
15. Smoking and Alcohol Restrictions
16. Special Requests
17. Extra Billing
18. Sports Field User Meeting/ Requests
19. Field Schedule Changes/ Cancellations
20. Compliance with Laws
21. Indemnification
22. Exclusion of Liability
23. Insurance Requirements

General Guidelines

The following guidelines have been prepared to ensure that all those citizens and visitors entering the Sports Field Facilities can do so in a safe and enjoyable atmosphere. By doing this we hope that the facilities are recognized as safe and enjoyable places for everyone to work and play.

These guidelines apply to each and every individual and group taking advantage of the sports field facilities. Failure to respect the goal of safe and enjoyable recreation by individuals and groups may result in suspension of privilege of use of the facilities.

A “team” consisting of players, parents, volunteers, coaches, staff, management and spectators will all be expected to contribute to the goals on a daily basis. It is our expectation that organized groups take responsibility for behavior of their participants on and off the fields and that the “team” will take responsibility for re-enforcement.

If there is unsafe behavior in that there is potential for injury to any person or damage to property, or if language is obscene and/or gestures are rude or crude:

The behavior should be addressed by any of the “team” members.

Those involved may be expelled and/or;

They may be turned over to the direct “care” of a parent and/or coach who will take responsibility for the behavior.

Any expense incurred as a result of unsafe or inappropriate behavior will be charged back to organization and/or individual at cost,

Any activity fee will not be reimbursed to individuals and or groups expelled.

The City of Dawson Creek, under legislation (the Prevention of Workplace Violence Program), must take responsibility to ensure that every reasonable measure is taken to ensure that employees are not subject to physical or verbal threat or abuse.

By minimizing unnecessary wear, tear and damage on the facilities, the City of Dawson Creek hopes to minimize the amount of resources (both time and money) spent on repairs and maximize the amount of resources spent on improving the fields and services available to all those using the facilities. By actively working to reduce obscene, rude or crude language it is hoped that the fields will be places that no one will hesitate to bring their families to watch or participate in activities.

Rules of Conduct

It is our goal to ensure that everyone has a safe and enjoyable recreational opportunity in the sports field. Any activity that interferes with this will be stopped; for example:

- Offensive or abusive language/actions
- Non-sport related activities that could result in injury

Alcohol and Cannabis Consumption are prohibited, in any sports field or park unless a liquor license is obtained. (Please refer to Smoking Regulation Bylaw No: 4240, 2014)

Smoking, electronic cigarettes, water pipe, vaping is prohibited, in any sports field. (Please refer to Smoking Regulation Bylaw No: 4240, 2014). ***Chewing tobacco is not permitted on site***

Driving on any sports fields or in the parks is prohibited and may result in a fine.

Spectators are restricted to the following areas:

- Bleachers/Sidelines
- Public Washrooms
- Parking Lot

Metal cleats are not permitted on sports fields due to the increased wear and tear on the field.

Responsibilities in Emergencies

User groups are required to develop plans for emergencies that might reasonably occur, while at the City Sports Fields. Those groups with Provincial and National bodies will be able to seek advice on what procedures should be in place. There **must** be someone versed in those procedures whenever the group is in the Sports Fields. Requirements are likely to include but are not limited to:

Minor First Aid	Major Disaster i.e. earthquake, flood
Major First Aid	Coach/Staff Injuries
Missing Person	Field Evacuation
Fire	Child Protection

Any incident that occurs with your organization must be reported to Community Services staff within 48hrs (Sports Field User Group Incident Report). Email reports to recreation@dawsoncreek.ca.

Field Evacuation

A variety of Emergencies could result in field evacuation; for example earthquake, gas leak or fire. The coaches/managers are required to ensure that evacuation is carried out in an orderly manner and to account for their club members.

We ask all groups to meet at the Muster Area to determine if all participants are off of the fields. Emergency personnel will ask for accounting of participants from coaches/managers (this is for all user groups, children and adult). Please note if an emergency team arrives at the Sports Field, they may ask you to move your group to another location that is safer.

Each group must ensure that their members have an emergency plan that should be set at the beginning of the year.

Reporting of Damage

Damage must be reported to Community Services to reduce chance of injury and or further damage. We ask that you help us out and report any damages immediately to Community Services at 250-784-3604 or recreation@dawsoncreek.ca.

Staff may already be aware of the problem, but we prefer to get the information more than once, rather than have it go unreported and/or unnoticed.

All vandalism damages will be charged to the user group/vandal/or parents.

Minors under Direct Supervision

Children must be kept under close adult supervision at all times while at the Sports Field. Nothing replaces good adult supervision of children. We are asking that all organizations inform their coaches, managers, organization executives and parents that ***children 8 and under must be under direct supervision of an adult at all times***, throughout the Sports Fields and Parks.

There are many dangers to unsupervised children. The following are some examples but danger is not limited to:

- Bleachers are trip and fall hazards when children are not sitting down
- Parking lot and traffic
- Playground
- Hanging on or playing around goal posts
- Errand balls

Field Use

The User Group shall only use the Fields for their intended purposes. Any organized group must book and pay for field use through Community Services.

There shall be no driving on the fields.

The User Group shall annually attend the Sports Field Meeting to provide, discuss and negotiate field schedules with all Sports Field User Groups.

Public Use

During times that the Fields are not being used by the User Group or the City for any scheduled use, the fields may be used by members of the public at no cost.

Exclusive use of any Sports Field must be booked and paid for through Community Services.

Rental

The User Group agrees to pay the City user fees (the "Rental") in the amount of the monthly invoiced amounts.

- (a) Youth Sport Groups will be charged according to Bylaw No 4429. 2022 Fees and Charges will be based on the submitted schedule of play for the 2022 season. The fees could be increased at any time upon council direction.
- (b) Adult Sport Groups will be charged according to Bylaw NO. 4429. 2022 Fees and Charges will be based on the submitted schedule of play for the 2022 season. The fees could be increased at any time upon council direction.

Licenses

Any food vendors on site must have approval from Mayor and Council.

Maintenance of the Fields

The User Group shall inspect the fields prior to each use to ensure safety of its members. Any unsafe field conditions must be reported to the City recreation@dawsoncreek.ca or 250-784-3604 within 24 hours to ensure prompt planning for maintenance of the issue. The User Group shall, at its sole cost and expense, keep the Fields in a clean, tidy and sanitary condition, free from debris, garbage, trash and refuse. Line markings, bases and related equipment are the sole responsibility of the User Group.

The City will provide the User Groups with the following aspects of maintenance of the fields:

- (a) Maintain all 38 acres of sports fields which involves; mowing, trimming, irrigation, fertilization, aerating, topdressing, over seeding and turf repairs, infield grooming, addition of infield amendment, dugout, bleacher and fencing repairs, weed control, addressing safety concerns and regular janitorial service of washroom facilities and nine portables at regularly scheduled times and special event dates to the standard which the City chooses for its municipal parks and fields,
- (b) Maintain the parking lots and road access; and
- (c) Maintain the sewer and water facilities if applicable.

Adjoining Fields

The User Group shall take all precautions necessary to ensure that the use and occupation of the Fields and the User Group activities on the Fields do not cause annoyance, nuisance, grievance, damage or disturbance to the occupiers or owners of any adjoining Field, nor cause damage to adjoining Field.

Parking

All parking is public and is on a first come first serve basis.

Inspection

The City has the right (but not the obligation) to enter on the Fields and inspect the Fields to determine if the User Group is complying with the requirements of this Guide.

Entry by City

Neither the City nor its agents, servants, employees or contractors shall be liable for any damage suffered to the Fields or their improvements or contents by reason of the City through its agents, employees or contractors entering upon the Fields to undertake an examination or any work or in the case of any emergency.

Smoking and Alcohol Restrictions

SMOKING AND SMOKE-FREE SPACE

City Council believes that smoking is an addictive habit and that tobacco and cannabis smoke in the Sports Fields are not conducive to good health. Please refer to Smoking Regulation Bylaw No: 4240, 2014 for more information.

As of 2007, No person shall smoke in, at, on or within 7.5 metres of any of the following:

- (i) an Outdoor Venue;
- (ii) a Municipal Smoke Free Area (Playgrounds, Sports fields and the Dawson Trail);
- (iii) a place at which a Sporting Event is occurring;



Failure of user groups to control participants may result in the following:

- Field rental revoked

This restriction has **Zero Tolerance** and this includes all leased spaces.

ALCOHOL

The use and/or possession of prohibited drugs or alcohol are not permitted on City premises by club members or the public.

A Liquor License (Special Event Permit) is required for the consumption or presence of alcohol on City premises. If obtaining a Special Event Permit, you may be required to have Council Approval, please allow 45 days. Please ensure Community Services must be informed prior to the event.

An Event Plan must be in place for all events with alcohol and provide to Community Services staff seven (7) days prior to the event. Please review the Provincial Regulations for any event with alcohol. If you are providing security, you must ensure you meet the provincial requirements, if you are providing Event Staff please ensure you have an Event Plan in the event an issue arises (Who to call in the event of an emergency, emergency phone numbers and a report form may be included).

Failure of user groups to control participants may result in the following:

- Field rental revoked

This restriction has **Zero Tolerance** and this includes all leased spaces.

Special Requests

All special requests must be addressed to Community Services 30 days prior to the date of use and may require request submission by the User Group and approval by City Council.

Extra Billing

User Groups will be billed for additional usage that is not booked through Community Services.

Sports Field User Meetings/Requests

There will be a Sports Field User Meeting prior to all field requests for each upcoming season. It is expected that all groups have a representative at the Sports Field User Meetings.

All user groups must submit a “Sports Field Request Form” by the deadline that has been set for each upcoming season.

If requests are submitted late, they will only be considered after all other requests have been scheduled.

Once the requests are received by the deadline, Community Services will develop a sports field schedule for the upcoming season, which will be sent out to all User Groups.

Once the schedule is finalized and sent out prior to the start of the season, it is the user’s responsibility to go through the schedule to ensure all times and dates are correct. If the Community Services Department does not receive a response from groups, it will be assumed that the schedule is correct.

If there are any discrepancies, please call or email the Community Services department immediately. We request that any changes or concerns are in writing and emailed to recreation@dawsoncreek.ca. This is to ensure that the Sports Fields run as efficiently as possible and allows all user groups adequate time to make changes to their schedule.

Field Schedule Changes/Cancellations

All changes (additions and cancellations) of sports field rentals must be done in writing through the Community Services Clerk recreation@dawsoncreek.ca. No cancellations will be accepted over the phone.

Five working days advance (1 week) written notice is required on all cancellations of regular rentals. Tournaments or special events cancellations require 30 days written notice.

If these requirements have not been met, and the time cannot be re-rented, the group cancelling will be charged for that rental, at the current rental rate in effect.

In cases where the City feels it is necessary to close the Sports Fields for use due to any reason the User Group will be given a credit on their account for lost usage.

In cases where the User Group determines the fields are unsafe for use, Community Services must be notified by email to recreation@dawsoncreek.ca by 12:00pm (noon) the following day stating their safety concerns and that the field was not utilized. City staff will review these submitted concerns and it will be determined whether a credit will be issued.

Compliance with Laws

The User Group shall, at its sole cost and expense, comply with and abide by all applicable laws, bylaws, regulations, rules and requirements in connection with the Fields and the User Group’s use, occupation, and maintenance of the Fields.

Indemnification

The User Group hereby indemnifies and saves harmless the City and its elected and appointed officials, officers, employees, agents and others from and against any and all liability, actions, causes of action, claims, debts, suits, losses, costs (including actual costs of professional advisors), demands and harm, whether known or unknown, whether in relation to death, bodily injury, property loss, property damage or other loss or damage of any kind whatsoever, arising from or connected with:

- (a) this Guide;
- (b) the exercise by the User Group of any right or permission under this Guide;
- (c) the fulfilment by the User Group of any covenant or agreement under this Guide;
- (d) the use or occupation of the Fields;
- (e) any default or breach of the User Group under this Guide; or
- (f) any act, omission, negligence or wrongful conduct of the User Group or its members, officers, directors, agents, servants, employees, contractors, volunteers, invitees and others for whom it is responsible.

No provision of this Guide and no act or omission or finding of negligence, whether joint or several, as against the City shall relieve the User Group from liability to the City, whether such liability arises under this Guide or otherwise.

- (a) Without limiting the generality of the foregoing, the User Group's indemnity extends to remediation orders under the *Waste Management Act* and other consequences of environmental contamination occurring after the commencement of this Guide.

All indemnities shall survive the expiration or termination of this Guide.

Exclusion of Liability

The City, its elected officials, officers, agents, servants and employees shall not be liable for nor responsible in any way for any personal or property or consequential or economic injury, loss or damage of any nature whatsoever, including death, that may be suffered or sustained by the Club or any member, officer, employee, agent, contractor, invitee, or licensee of the Club or any other person entering onto the Field.

Insurance Requirements

All User groups of the sports field facilities are required to have insurance. This is mandatory.

The following insurance information was obtained through, MIA Risk Manager.

"Both the City and the various user groups are exposed to liability risk."

"Under the Occupiers Liability Act of BC, an owner or occupier

1. Must ensure that their premises are kept in a reasonable safe condition,
2. Be responsible for the activities that take place, and
3. Be responsible for the conduct of those individuals."

“Under Common Law both the City and the user groups owe a “duty of care” to the individuals involved in the program.”

“The reason to require an “Indemnification and Hold Harmless” clauses is to ensure that the City is not held responsible for the activity or conduct for which it does not have control over. The City will always be responsible for the condition of the premises. The Indemnification clause should state that the User Groups will not be responsible for the negligence of the City.”

“The reason for the “Insurance” clause is to ensure that there is financial protection in place and that the City is defended, in name only, when a claim is brought against both the user group and the City.”

“Most organizations and sport associations have insurance from their Provincial or National Associations. The User Groups should find out what they are insured for. A lot of local groups, associations and societies do not have insurance. These various groups should make a point of buying insurance in order to protect the Directors Officers including other volunteers who help run their organization. As senior members of their organization they may be exposed to personal liability.”

The User Group shall obtain and keep in force throughout the term of this Guide, comprehensive general liability insurance in an amount of not less than five million dollars (\$5,000,000.00) per occurrence for death, personal injury, property loss, property damage or loss or damage for which the User Group is liable under this Guide. The User Group shall be responsible to insure any and all equipment and supplies stored on the Fields. Copies of the insurance must be submitted to the City prior to first use. These policies shall be endorsed to meet the following requirements:

- a. the insurance policies shall provide that the City is hereby added as Additional Insured
- b. the insurance policies shall provide that the insurance cannot be cancelled or materially modified without 30 days prior written notice to the City; and
- c. the policy limits shall not define or limit the User Group’s liability to indemnify the City in the event of death, bodily injury, property loss, property damage or other loss or damage.

The City makes no representations to the User Group as to the adequacy of the limits or scope of insurance coverage in the event of a claim.

At the time of the execution of this Guide and at other times as requested by the City, the User Group shall provide to the City a certificate of insurance showing the City as an additional insured and any other evidence of the existence and validity of the insurance policies required by this Guide.

User Guide Acknowledgement Form

By signing the following, I _____

(First and last name)

hereby acknowledge that I have read and understand, the City of Dawson Creek Sports Field User Guide and understand what is expected of us as a User Group. I also acknowledge that if I have any questions I will ask the Sport and Events Coordinator or the Recreation Manager.

User Group Signature

Date

Witness Signature

Date