

GRATIOT COUNTY PARKS AND RECREATION COMMISSION
214 E. Center Street, Ithaca, MI 48847 * (989) 875-5278

SPECIAL PARK USE LICENSE

THIS LICENSE, made and entered into this _____ day of _____, 20____, between the Gratiot County Parks and Recreation Commission, hereinafter called "Licensor", and _____, hereinafter called "Licensee", is made upon the following terms and conditions:

A. DESCRIPTION OF PREMISES

The Licensor does hereby permit the Licensee to enjoy access to and use of _____ located within _____ Reed Park, 3181 E. Johnson Road, Ithaca, MI 48847 (North Star Township) _____ West Park, Washington Road at Warner Road (Sumner Township) during the following described date(s) and time(s) _____, for the purpose(s) of: _____.

B. LICENSE FEE

The Licensee agrees to pay Licensor _____ dollars (\$ _____), as payment in full for the privileges granted by this License.

A deposit equal to fifty percent (50%) of the License Fee must be paid to the Gratiot County Parks and Recreation Commission within one week of the date and year first above written. Failure to pay the deposit on time will result in cancellation of this License without notice.

C. ASSIGNMENT AND SUBLETTING

It is agreed that this License shall not be assigned or transferred without the prior written consent of the Licensor.

D. CANCELLATION BY LICENSEE/REFUND OF LICENSE FEE

Licensee may terminate License at any time by giving Licensor prior written notice of termination.

If notice is received seven or more days prior to first date of use, a full refund of amount paid, less 10% of the License Fee or \$10, whichever amount is greater, will be made.

If notice is received less than seven but more than two days prior to first date of use, a full refund of amount paid less 25% of the License Fee or \$10, whichever amount is greater, will be made.

Failure to provide written notice by the first date of use will result in full forfeiture of License Fee.

E. CANCELLATION BY LICENSOR

The Licensor may prevent Licensee access to park(s) and area(s), without financial penalty, when conditions beyond its control create situations that may be hazardous to person or property. Licensor shall not unreasonably limit access to park(s) and area(s) governed by this License. Should Licensor find it necessary to prevent Licensee use of park(s) and area(s), the Licensor shall provide Licensee with a full refund of License Fee or an adjustment in the License that provides for a rescheduling of any cancelled day(s).

F. LIABILITY OF LICENSOR

The Licensor shall not be responsible for fire, theft, or any damage to the Licensee's property that occurs without the Licensor's fault or neglect.

G. INDEMNITY; RELEASE

Licensee shall be solely responsible for and shall indemnify, defend and hold harmless the Licensor, its agents, officers and employees from and against any and all claims, suits, damages, and losses, specifically including, but not limited to those for loss of use of property, for damage to any property, real or personal, for injury to or death of any person including but not limited to employees and officers of the Licensor and for all other liabilities whatsoever, including related expenses and actual attorney fees in any way sustained or alleged to have been sustained, directly or indirectly, by reason of or in connection with:

- a. The performance of work by or other activities of the Licensee, its employees or agents or officers, including, but not limited to, the use of any equipment or material furnished by the Licensee; or
- b. The presence of Licensee, its employees, agents or officers on the premises of the Licensor; whether such claims, suits, damages, losses and liabilities are based upon or result, in whole or in part, from the active or passive negligence of the Licensor, its employees, agents or officers or Licensor's strict liability in tort, breach of warranty, breach of contract, duty to indemnify or any other basis or cause

whatsoever whereby the Licensor might be held liable; provided, however, that the foregoing shall not be construed to be an agreement to indemnify the Licensor against liability for damages caused by or resulting from the sole negligence of the Licensor, its agents, employees or officials, under circumstances whereby said Agreement would be in violation of Michigan Public Act 1966, No. 165, Section 1 (MCLA Section 691.991), if applicable. This provision shall extend beyond the term of this Agreement.

Licensee releases and discharges the County of Gratiot, its officers, agents and/or employees from any and all liability or damages or injury occurring as a result of Licensee's use or acceptance of the Gratiot County Parks and Recreation Commission's property under the terms of this License.

H. PARTICIPANT WAIVER; RELEASE OF LIABILITY

For all uses involving athletic events, whether competitive, exhibition or training in nature, the Licensee shall require each adult participant to sign an accident waiver and release of liability statement. No one shall be permitted to participate in the event until the required statement has been signed and placed in the physical custody of the Licensee. The Licensee shall turn over to the Licensor all signed statements as soon as it is practical to do so.

- a. All individuals 18 years of age and older are required to sign an *Accident Waiver And Release Of Liability* form, a copy of which is hereto attached.
- b. The *Waiver And Release Of Liability* form may not be used for minor participants, age 17 years and under. Rather, a Permission Form must be developed which clearly and thoroughly identifies the potential for injury pertaining to the event. This Permission Form must be signed by the participating minor's parent or legal guardian.

I. INSURANCE

The Licensee shall carry Standard Public Liability Insurance insuring itself and the County of Gratiot, Michigan against any liability imposed upon itself or the County of Gratiot arising out of the special park use pursuant to this License and that such policy, a certificate of which is attached hereto and made a part hereof, shall provide for payment of no less than _____dollars (\$_____) per occurrence and/or aggregate, combined single limit for personal injury, bodily injury and property damage. A certificate of such insurance shall be attached to this License on or before

execution of this License and shall be filed with the Gratiot County Director of Parks and Recreation. Such certificate shall have endorsed thereto the County of Gratiot as an additional insured. All insurance and certificates must include an endorsement providing that ten (10) days prior written notice be given to the Gratiot County Parks and Recreation Commission before termination, expiration or material change of terms of the insurance agreement.

The authority to analyze the degree of physical activity and liability risk and to assign insurance coverage dollar amounts shall be vested with the Gratiot County Director of Parks and Recreation or his/her duly appointed representative. The Director of Parks and Recreation may require such other actions that are determined to be of value in the avoidance of risk exposure to participants and spectators.

J. ALTERATIONS

The Licensee shall make no structural alterations or improvements to assigned space, unless specifically agreed to in writing and executed by both parties.

K. CLEANLINESS OF PREMISES

It is agreed and understood that the Licensee is responsible for maintaining the assigned space in a clean, healthy and safe condition throughout the period covered by the License.

L. DAMAGE/CLEANING DEPOSIT

No later than one week prior to the event, as described in Section A of this License, Licensee shall forward the sum of _____ dollars (\$_____) to the Director of Parks and Recreation, an amount to be held as a Damage/Cleaning Deposit. Upon inspection of the premises described in Section A of this License, the Deposit will be fully refunded if the premises are left in as a clean, orderly and undamaged condition as was originally provided. If after the event, the premises are left in a condition requiring the Licensor to incur cleanup or repair costs, those costs will be deducted from the Damage/Cleaning Deposit.

M. COMPLIANCE WITH APPLICABLE CODES, LAWS AND ORDINANCES

It is agreed and understood that Licensee shall comply with the laws of the State of Michigan and the *Gratiot County Park Rules Ordinance*, as may be amended from time to time.

N. LICENSE TERMINATION

It is agreed and understood that the Licensor may terminate this License immediately with or without cause including, but not limited to, violations of State Law and the *Gratiot County Park Rules Ordinance*, or for damaging, defacing, injuring or altering the premises, or for selling or providing unauthorized items or goods on the premises or endangering pedestrians or vehicles.

O. REMEDIES NOT EXCLUSIVE

It is agreed that each and every of the rights, remedies and benefits provided by this License shall be separate and independent of each other, and shall not be exclusive of any other said rights, remedies and benefits or of any rights, remedies and benefits allowed by law.

P. DEFINITIONS

The word "Licensee", wherever used in this Agreement, shall be construed to mean either singular or plural, masculine or feminine. The word "Licensor" shall be construed to mean the Licensor and its duly authorized agents.

Q. CONSIDERATION

Licensee, by signature below, agrees that he/she has read the terms of this License and agrees to comply with all the terms of this License.

R. WAIVER IN WRITING

The terms or conditions of this License cannot be waived, altered, modified or amended without said waiver, alteration, modification or amendment being put in writing and executed by both parties.

S. INDEPENDENT CONTRACTORS

The employees or agents of the Licensee shall not be employees of the Gratiot County Parks and Recreation Commission and shall be independent contractors. The Licensee shall be responsible for the payment of any and all applicable taxes, income tax or otherwise.

T. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed to between the parties. Any term and condition not contained herein shall not be binding on either party. This License shall be binding jointly and severally upon the parties hereto, and their respective heirs, executors, administrators, successors,

SPECIAL PARK USE LICENSE

Page 6 of 7

legal representatives and assigns. The Parties have executed this License as of the date and year first above written.

LICENSEE

COUNTY OF GRATIOT PARKS & REC.

By: _____
Authorized Representative

By: _____
Director of Parks and Recreation
County of Gratiot

Address: _____

214 E. Center Street
Ithaca, MI 48847

Witness: _____

Witness: _____

ATTACHMENT A

ACCIDENT WAIVER AND RELEASE OF LIABILITY

ATHLETIC EVENT PARTICIPANT

I acknowledge that this athletic event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks included but are not limited to, those caused by the terrain, facilities, temperature, weather, condition of athlete's equipment, vehicular traffic, actions of other people including but not limited to volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event, and lack of hydration. I hereby assume all the risks of participating in this event.

I certify that I am physically fit, have sufficiently trained for participation in this event and have not been advised otherwise by a qualified medical person.

I acknowledge that this *Accident Waiver And Release Of Liability* form will be used by the Gratiot County Parks and Recreation Commission and the event holders, sponsors and organizers and that it will govern my actions and responsibilities at said events.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors and assigns to: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me, including as to my traveling to and from this event, the following entities or persons: County of Gratiot, Michigan, its elected and appointed officials, employees and volunteers, and representatives and agents, and others working or acting in behalf of the Gratiot County Parks and Recreation Commission, and to the extent permitted by law (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of or relating to my attendance at or participation in this event.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness during this event.

I hereby certify that I have read this document; and understand and agree to its content.

NAME: _____ AGE: _____

SIGNATURE: _____ DATE: _____