

Charter Township of Oakland

Return To: **Parks and Recreation Commission (PRC), 4393 Collins Road, Rochester, MI 48306**

Application for Temporary Permit Lost Lake Nature Park

Phone 248-651-7810 Fax 248-601-0106

www.oaklandtownship.org

Name of Applicant: _____

Contact Person: _____

Address: _____

Telephone: _____ Cell Phone: _____ Email: _____

Name of Event: _____

Rental includes use of warming shelter, sledding hill and 30 parking spaces.

Rental includes 4 hours of rental time, from 5pm-9pm, please provide date requested: _____

Maximum 40 persons. How many participants will be attending? _____

Terms:

1. This permit is issued for the dates and times listed above and for the purposes authorized and for no others. **THIS PERMIT CAN BE TERMINATED BY REPRESENTATIVES OF THE PARKS AND RECREATION COMMISSION AT ANY TIME WITHOUT NOTICE AND WITHOUT CAUSE.** The permit holder agrees that in the event his/her permit is terminated; he/she and all other participants/attendees shall leave the Park property immediately and will have no claim against the Commission or any of its representatives.
2. The permit holder agrees and understands that this permit is not and shall not create a lease, easement or other rights not specifically identified in this document. No changes are allowed unless in writing. **THE PERMIT HOLDER CANNOT ASSIGN THIS PERMIT TO ANYONE ELSE.**
3. The Commission shall not be liable to the permit holder or anyone authorized above for any loss, injury or damage to persons or property while they are on or around park property. All motor vehicles used must be insured. The permit holder agrees to hold the Commission, Governments and representatives harmless and shall indemnify and defend them from all losses, injury, damage or claims by anyone for any reason caused by or growing out of the use of this permit or activities authorized by this permit.
4. The permit holder must conform with all federal, state, and local laws, ordinances, rules and regulations. The Permit holder may be required to obtain other governmental permits or authorization of neighboring property owners and, if so, must do so at his own expense.
5. Notices, if any are needed, shall be sufficient if mailed by ordinary mail to the permit holder at the address listed on the front of this form.
6. Permit holder or user(s) must show identification if requested to do so by a law enforcement officer, community representative or commission representative.

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Lost Lake Nature Park Sled Hill & Warming Shelter Reservation Policy

(Adopted 11/14/12)

Facility Information

Warming Shelter and Sled Hill facility information size: 24' x 24'

Number of Tables Inside Shelter:	Five 8-foot tables
Number of Tables Outside Shelter:	Two picnic tables
Maximum User Capacity:	40
Maximum Vehicle Capacity for Adjacent Parking Lot:	30 Vehicles
Toilet Availability:	One unisex handicap-accessible outdoor portable toilet
Water Availability:	Single User Handwash Station 16 gallon
Electricity Availability:	10 outlets inside shelter
Grill Availability:	None. No outside grills allowed.
Reservation hours:	5pm-9pm, Monday, Tuesday, & Thursday
Non-refundable Reservation Fee per event:	\$300.00
Refundable Deposit per event:	\$75.00

Procedure for Reserving Warming Shelter and Sled Hill

1. After April 1st, park users may submit an application for a permit to reserve the Lost Lake Nature Park Warming Shelter for the upcoming winter season. The shelter can be reserved Monday, Tuesday, Thursday or Friday, excluding holidays and is only available from 5pm-9pm on those days.
 - a. Applications must be accompanied with \$375.00 cash or check. No phone reservations or credit cards are accepted.
 - b. Applications will not be accepted less than two weeks prior to the usage date. If the usage requires the written authorization of the Parks and Recreation Commission, the applicant must apply at least one month prior to the usage date to allow enough time for their approval to be heard at a regularly scheduled Parks and Recreation Commission meeting, which occur on the second and fourth Wednesdays of each month.
2. The warming shelter shall be considered “reserved” upon the payment of the prescribed fee and deposit and the issuance of a Park Facilities Permit, to be provided by the Parks and Recreation Department where applicable.

Rules Governing Lost Lake Nature Park Warming Shelter and Sled Hill Usage

1. Events can only be scheduled between 5pm and 9pm on specified weekdays, renter **must** arrive 30 minutes prior to event.
2. Vehicles can only be used in authorized areas, such as the driveway or parking lot.
3. Application/Permit must be retained at all times by user group and reserved sign displayed on the door of the warming shelter while the event is occurring.
4. The Permit is only valid for the date shown.
5. Renter and all members of their party must obey **Rules & Regulations for Designated Winter Sledding Areas in Oakland Township Parks** that have been adopted by resolution as additional rules and regulations and incorporated into the Charter Township of Oakland Ordinance Number 38A-1, Article V, Other Rules and Regulations.

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- 6. The group is responsible for leaving the areas clean and orderly.
- 7. **No alcoholic beverages are allowed in any Oakland Township Park per Ordinance 38A-1.**
- 8. No open fires are permitted.
- 9. Cook stoves, microwaves, hot plates, grills or other similar appliances are NOT allowed. Coffee makers, crockpots and hot chocolate makers are allowed.
- 10. No pets.
- 11. No canopies, tents, additional tables, grills or other similar items are allowed without written authorization.
- 12. Plays, speeches, musicals, sales, displays or posting of signs/banners require approval and written permission of the Parks and Recreation Commission at a regularly scheduled meeting.
- 13. Inflatable structures are only allowed in the park when they are provided as part of an Oakland Township sponsored event.
- 14. Required *Adult to Child* ratios – Children age 1-10 years 1:5 (adult to child); Children age 11-15 years 1:10 (adult to child); Children age 16-18 years 1:12 (adult to child).

Rules Governing Refund of Deposit

The deposit will be refunded if all of the following apply:

- 1. The user group has not caused damage to any park facilities.
- 2. The user group has left the areas clean and orderly (i.e. shelter/hill/parking lot areas free of debris, tables wiped clean, portable toilet inspected and cleaned as needed).
- 3. The user group has not violated any terms agreed to in the permit application, the rules cited above or Ordinance 38A-1.

Parking Areas

Parking is **ONLY** allowed in the 30-space gravel parking lot. Users cannot park along Lost Lake Trail or any nearby adjoining roads or driveways .

Cancellation and schedule changes by the applicant/permit holder

No cancellations will be allowed by the applicant/permit holder and will result in forfeiting your deposit and rental fee.

Cancellation by the Parks & Recreation Director or their designee

Due to weather conditions, which make the event/activity dangerous or unfeasible, or to any Act of God beyond the control of the applicant/permit holder, 1) a refund may be applied for to the Parks & Recreation Director; or 2) the event may be rescheduled at the earliest available date.

THE UNDERSIGNED AGREES TO THE TERMS, PROCEDURES AND RULES LISTED IN THIS LOST LAKE NATURE PARK RESERVATION POLICY

Signature of Applicant/Contact: _____

Print or Type Name: _____ Date: _____

Signature for the Parks and Recreation Commission: _____

Date Approved/Denied by Parks and Recreation Commission: _____

Permit area inspection approved by _____ Date _____

Deposit refunded by _____ Date _____

Ordinance 38A-1 Receipt Cash Check Permit Copy Reserved Sign

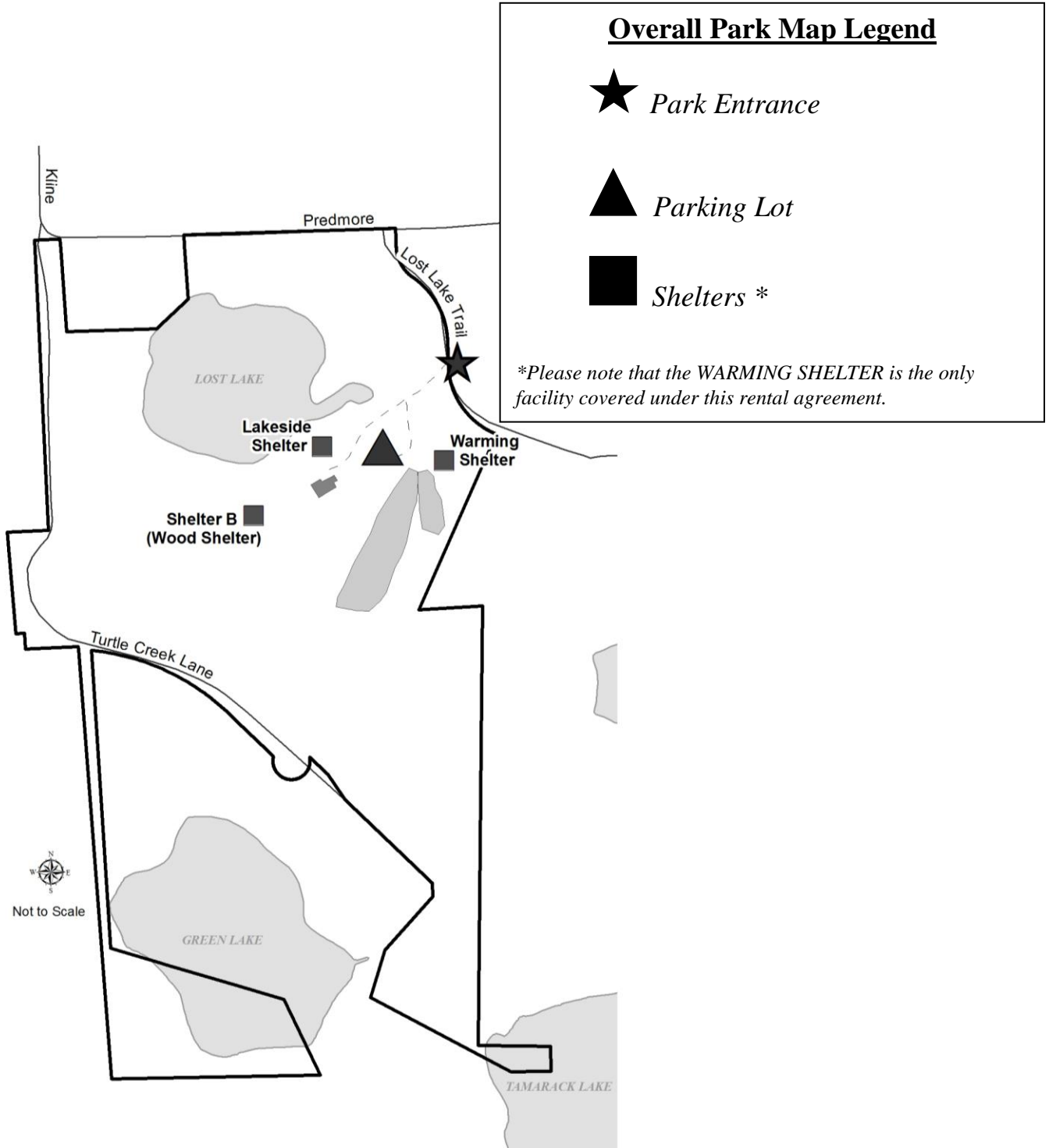
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Monitor Signature: _____

Renter Signature: _____

PRE-RENTAL INSPECTION FORM

	Portable Toilet(s)	Parking Lot	Sledding Hill	Warming Shelter
Clean & toilet paper?				
Plowed and clear?				
Counter/Tables/Chairs Clean? Set up?				
Floor swept?				
Garbage containers lined with bags?				
Lights on?				
Picnic Tables free of snow/ice?				

Codes: YES NO (describe in notes if not satisfactory and why)

Notes: _____

For official use only:

Reviewed by _____ Date _____

Reviewed by _____ Date _____

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Monitor Signature: _____

Renter Signature: _____

POST-INSPECTION RENTAL FORM

	Portable Toilet(s)	Parking Lot	Sledding Hill	Warming Shelter
Clean?				
Free of debris?				
Damage to parking barrier?				
Tables/counter/floor free of debris?				
All chairs & tables accounted for?				
Garbage ready to take to Twp? (by Monitor)				
Picnic tables free of debris?				

Codes: YES = completed by renter NO = not completed, use NOTES to explain

Notes: _____

For official use only:

Reviewed by _____ Date _____ Deposit due renter: Yes: No: _____

Reviewed by _____ Date _____

**Charter Township of Oakland
Parks and Recreation Commission (PRC)
4393 Collins Road, Rochester, Michigan 48306**

**Lost Lake Nature Park
Application for Temporary Use Permit**

RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

THIS RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT (hereinafter referred to as the “Release of Liability & Indemnification Agreement”) is entered into, on the date set forth below, by the undersigned individual, who is referred to throughout this Release of Liability & Indemnification Agreement as “I”.

AS CONSIDERATION, in addition to any monetary fees and other charges paid or to be paid in the future, for being permitted to utilize the services, facilities and equipment of the “Released Parties” (who are defined in paragraph (2), below) and to engage in “Sledding Activities” (which is defined in paragraph (1), below), **I, THE UNDERSIGNED INDIVIDUAL DO HEREBY AGREE AS FOLLOWS:**

- (1) **“SLEDDING ACTIVITIES”:** Within this “Release of Liability & Indemnification Agreement” the term “Sledding Activities” includes and is defined as sledding and related activities, as well as the utilization of the facilities of the “Released Parties” at Lost Lake Nature Park in connection with any of the foregoing activities. “Sledding Activities” does not include skiing, or snowboarding, and these activities are prohibited at Lost Lake Nature Park.
- (2) **“RELEASED PARTIES”:** Within this “Release of Liability & Indemnification Agreement” the term “Released Parties” is defined as, and includes, The Charter Township of Oakland (Township) and The Charter Township of Oakland Parks and Recreation Commission (PRC), along with all the elected and appointed officials, and the employees, agents and consultants of both entities.
- (3) **“RESPONSIBLE PARTY”:** Within this “Release of Liability & Indemnification Agreement,” the term “Responsible Party” is defined as the individual applying for the Temporary Use Permit at Lost Lake Nature Park. The Responsible Party hereby understands and acknowledges that no employees of the Township or the PRC will be present at the private event, and that, by signing this “Release of Liability & Indemnification Agreement,” the Responsible Party hereby assumes all liability for the conduct and activities of his or her invited guests at such private event.
- (4) **RELEASE FROM LIABILITY:** I hereby release and discharge the “Released Parties” from any and all liability, claims demands and causes of action (at law or equity) that I or my guests may hereafter have for physical or mental injuries of any kind, damages, and death arising out of my participation, on this day or at any time in the future, in “Sledding Activities,” even if such injuries, damages, or death are caused by the negligence, in any degree, intentional tort, or other fault of the “Released Parties.” It is my understanding and agreement that this “Release of Liability & Indemnification Agreement” is intended to and in fact does release the “Released Parties” from any and all claims and obligations, foreseen and unforeseen, contemplated and not contemplated, of any nature whatsoever arising in any way from my participation in “Sledding Activities.”
- (5) **COVENANT NOT TO SUE:** I hereby agree that I will not sue or make any claim of any nature whatsoever against the “Released Parties” for physical or mental injuries of any kind, death, or other damages or losses sustained by me as a result of my or my guests’ participation in “Sledding Activities,” even if such injuries or damages are caused by the negligence, in any degree, intentional tort, or other fault of the “Released Parties.”
- (6) **INDEMNIFICATION AND HOLD HARMLESS:** I hereby agree to indemnify and forever save and hold the “Released Parties” harmless from all liability, court claims, lawsuits, money damages, judgments and costs (including but not limited to all attorney’s fees and court costs incurred by the “Released Parties”) and to reimburse the “Released Parties” for any expenses whatsoever incurred in connection with any lawsuit or other court action brought as a result of my participation in “Sledding Activities,” including but not limited to actions brought myself or brought on my behalf or brought by the representation of my Estate, or by my guests, on their behalf, or by their Estates.
- (7) **PARTIES BOUND BY THIS AGREEMENT:** It is my understanding and intention that this “Release of Liability & Indemnification” be binding not only upon myself, but that it also be binding upon any person and any entity

(including but not limited to my Estate, heirs and assigns) that or who may be able to or does sue because of my injuries, damages or death.

- (8) ENFORCEABILITY:** I agree that if any portion of this “Release of Liability & Indemnification Agreement” is found to be unenforceable or against public policy, that only that portion shall be deleted, but I HEREBY SPECIFICALLY WAIVE any unenforceability or any public policy argument that I may make or that may be made on my behalf or that may be made on behalf of my Estate or by any other person or entity that would sue on my behalf.
- (9) CONSTRUCTION:** It is my intention and agreement with the “Released Parties” that this document be broadly and liberally construed in favor of the “Released Parties” and against me and my guests (or anyone purporting to act on our behalf or any representative of our Estates) and that all ambiguities be resolved in favor of the “Released Parties.”
- (10) VENUE:** It is further agreed by and between the parties that, no matter where venue lies, any and all lawsuits against the “Released Parties” shall be filed in the Oakland County Circuit Court in the State of Michigan or the Eastern Federal District Court in the State of Michigan. It is further agreed by and between the parties that, in the event any lawsuit is filed against the “Released Parties” in another Circuit or jurisdiction, such lawsuit shall be transferred to Oakland County, Michigan or the Eastern Federal District Court in Michigan.
- (11) UNDERSTANDING OF AGREEMENT:** I HEREBY STATE AND CERTIFY ALL OF THE FOLLOWING: (A) THAT I HAVE CAREFULLY READ AND UNDERSTAND EACH AND EVERY PROVISION OF THIS “RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT;” (B) THAT I UNDERSTAND THIS “RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT” IS A LEGAL DOCUMENT AND AGREEMENT THAT IS BINDING ON ME, AND ALL OF MY PRESENT AND FUTURE HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, AND ESTATE; (C) THAT I INTEND TO BE BOUND BY EACH AND EVERY PROVISION OF THIS “RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT;” AND (D) THAT I FULLY UNDERSTAND THAT, BY SIGNING THIS DOCUMENT, I INTEND TO AND SHALL FOREVER GIVE UP IMPORTANT LEGAL RIGHTS.

I have read, signed below, and affixed my initials to each of the preceding eleven (11) paragraphs of this document this _____ day of _____ 20__.

SIGNED: _____

Printed Name of Person Signing: _____

Date of Birth of Person Signing: _____

Received By: _____

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