

**VILLAGE OF MILFORD
SPECIAL EVENT APPLICATION/ FACILITIES RENTAL**

Name of Applicant

Date of Application _____

First Name _____ Last Name _____

Full Address _____

Phone _____ Email: _____

Name of Applicant Organization: _____

Type of Entity:

Corporation LLC 501(c)(...) Sole Proprietor Other

Facilities and Municipal Services Request:

Area Requested:	Pavilion at Central Park	<input type="checkbox"/>	Downtown (Main St.)	<input type="checkbox"/>	Southside	<input type="checkbox"/>
	Central Park (other)	<input type="checkbox"/>	Center Street Park	<input type="checkbox"/>	Parade	<input type="checkbox"/>
	Hubbell Pond Park (or Bike Trail)	<input type="checkbox"/>	Other:	<input type="checkbox"/>	(Please indicate streets)	
	LaFontaine Family Amphitheater*	<input type="checkbox"/>	(*See Policy)			

Trash Removal (Y/N)? Electricity? (Y/N) \$25 Equipment Requested? _____

Personnel: DPW: _____ Police: _____ Other: _____

Permits to be Issued: Alcohol _____ Banners/Signs: _____ (Locations)

Fundraising/Solicitations: _____ (Specify)

Comments:

Name of Event: _____

Description of the Event: _____

Dates of the Event (including set-up and tear-down time) _____

What time is the Event scheduled to begin and end? _____

An estimate of the number of people attending the event (an estimated range is sufficient)

A Statement regarding the impact that the event will have on existing facilities in the Village, including, but not limited to residences, businesses, public buildings and churches: _____

Are firearms or other explosive devices planned for the Event? (explain) _____

Has this Event been held in the Village or other municipalities? Please state where, when and frequency: _____

Person responsible for arrangements and supervision:

First Name _____

Last Name _____

Signature _____

Phone _____

Email _____

Comments: (For Office Use Only)

Village Resident? Y/N

Tier II App. Required?

Service Fee: _____

LaFontaine Family Amp Fee: _____

Facility Rental Fee _____

Action taken by Village Council/Admin: _____

Date: _____

Signed: _____

NO ALCOHOL

APPLICANT RESPONSIBLE FOR CLEANUP

Village of Milford

Special Events Policy

Section 1. Definition

Special event means an organized activity, held on public property such as a park, parking lot and/or Village right-of-way, specific to an identifiable place, and occurring for a limited period of time, such as a fair, concert, carnival, festival, open air market (including Farmer's Market, Sidewalk Sales and Plant/Bake Sales), community gathering (movies, picnics, snow day), performance, race or parade.

An activity shall not be deemed a special event unless it is different or greater than the usual use of the public property by the general public. The decision as to whether an event falls within the criteria of this article shall be made by the Village Manager.

An activity sponsored by a local neighborhood association in a neighborhood park primarily serving the residents of that particular neighborhood shall not be considered to be a special event. However, the activity may still require a Village permit.

Wedding ceremony reservations are on a first-come/first-serve basis. Applicant should be aware of the Village's Special Events Schedule (available in the Village Manager's office) to avoid scheduling conflicts with other Special Events. The LaFontaine Family Amphitheater Facility Policy governs the use of the amphitheater area, in addition to this Policy.

This Policy Statement on Special Events covers all Special Events, and the commercial filming of locations and events in the Village of Milford.

Section 2. Special Event Application Required

A Special Event within the Village of Milford that will be conducted on the streets, parks or other public areas is required by Ordinance Section _____, as amended, to complete a Special Event Application. Applications to conduct a Special Event must be made in writing to the Office of the Village Manager. Applications are available from the Village Manager's Office or the Village Clerk's Office.

Applications shall be submitted to the Village Manager's Office no later than twenty-one (21) days prior to the date of the actual event for Tier I Events; and a minimum of ninety (90) days prior for Tier II Events. The Village of Milford may waive the twenty-one (21) day rule only in extreme cases for events that may involve some type of security issue (i.e. Presidential Visit).

The Village will provide a complete review of any Special Event Application, including consultation with the applicant as may be reasonably necessary to resolve problems, at no charge to event sponsors, except as otherwise noted in this Policy.

All Applications shall be signed and dated by the Applicant.

The Application shall include the following:

A. Tier I: All Applicants (See LaFontaine Family Amphitheater Facility Use Policy, if applicable)

- (1) Name and address of person(s) or organization(s) submitting the application.
- (2) The type, legal status and tax status of the organization or organizations seeking a permit.
- (3) A detailed description of the event for which a permit is sought including the following information:
 - a. The precise location of the proposed event.
 - b. The date or dates of the proposed event, including set-up or tear-down time.
 - c. The time that the proposed event is scheduled to begin and end.
 - d. An estimate of the number of people who will be taking expected at the event. (An estimated range is sufficient.)
 - e. A statement regarding the impact that the event will have on existing facilities in the Village including, but not limited to residences, businesses, public buildings and churches.
 - f. A statement identifying any firearms or explosive devices (such as cannons, fireworks or gunfire) that may be involved in the event.
- (4) A statement regarding whether previous events have been held by the applicant in the Village or in other municipalities, including the number of such events held, a description of the events, where they were held, and the dates of the events.
- (5) A request for municipal services, if needed. Such as: road closures, trash removal, police and fire protection, etc.

B. Tier II Applicants (Tier I plus the following):

- (6) Submittal of other documents, if required by the Special Events Committee:
 - a. Indemnification Agreement
 - b. Proof of Insurance, listing the Village as additionally insured
 - c. Council request for alcohol sales/consumption; LCC approval document
 - d. Schedule of Events

- e. Site Plan which includes the location of stages, tents, vendors and other participants.
 - f. A Signage Plan
- (7) Any other information requested by the Village in order to determine whether a special event permit should be issued.

Section 3. Village Services Provided For Special Events

The Village of Milford recognizes that special events can be valuable to the Village. In supporting such events, the Village recognizes that it must also minimize any disturbance to the public health, safety or general welfare of the village. The Village may hold its own Special Events, it may contract with one or more organizations to perform Special Event services, or it may jointly organize a Special Event with one or more organizations. The Village's participation in Special Events is deliberated by the Village Council. The Village may provide support and prioritize Special Events on the following basis:

- a. Village Operated Events: The Village may operate certain Special Events directly. The Village may fund the full cost of providing services to these events. (Examples: Concerts, certain parades, picnics, political gatherings.)
- b. Village Co-Operated events: The Village may co-operate certain events with other organizations, when the Village Council determines that the event is of general interest to the public and advances the Village's public image. The Village may provide municipal services to these events as determined by the Village Council. These events must meet the other requirements of the Special Event Policy, and must reimburse the Village for any Village costs in excess of the support level authorized by the Village Council. (Example: Certain parades)
- c. Other Non-Profit Events: The Village may provide services such as Village labor and related fringe benefit costs, equipment rental charges, and purchased or rented materials to assist other Special Events operated by non-profit organizations. These events must meet the other requirements of the Special Event Policy, and must reimburse the Village for any Village costs in excess of any Village Council-authorized support. Groups filing an application as other Non-Profit Event must be able to submit a current IRS 501 Statement defining the organization. (Examples Include: MBA/DDA downtown events, Farmer's Market, Open House, Car Show, Milford Memories, etc.)
- d. Other Events: The Village may allow other Special Events operated by private entities, subject to an additional Use Charge for the use of the public property which is approved for each event. In addition, these events must pay 100% of all Village costs related to the event. These events must meet the other requirements of the Special Event Policy, and must reimburse the Village for any Village costs in addition to the payment of the established rent. (Examples Include: Commercial Filming, weddings, graduations)
- e. Political or Ballot Issue Events: The Village will allow Political or Ballot Issue events providing that the political party, candidate or political organization pay 100% of all costs of municipal services.

These activities must meet the other requirements of the Special Event Policy. There may be a rental fee charged for use of public property.

Section 4. Fees for Special Events: Fees shall be charged for Village services provided to Special Events (in excess of any approved services) as follows:

- a. Hourly Rate shall be the hourly cost for any employee working on a Special Event as established by the Village Manager. Please note that these rates are reviewed/ adjusted annually. Hourly Rate shall include expenses related to the employee including fringe benefits and overhead.
- b. Equipment Charges shall be the current equipment rental rates charged by the Village of Milford Equipment Fund.
- c. A Replacement Cost will be billed for missing/damaged equipment/supplies.

Section 5. Rental Charge Facility Fee

Events which are exclusively private, events shall be charged a rent/facility fee for use of public areas such as parks or streets. The rent/facility fee shall be set by the Village Manager in consultation with the applicant, based on the overall economic impact of the event, in addition to the costs of any additional municipal services necessitated by the Event.

Section 6. Video or Film Production

Organizations which request any location in the Village of Milford for a commercial video or film production shall be required to coordinate the production with the Village Manager's Office. The Village Manager's Office shall have the Authority to grant permission for commercial video or film production in the Village and to allow use of Village facilities for this purpose. All commercial video or film productions shall be required to pay the actual costs of all straight time and overtime for all Village employees, equipment, and purchased or rented materials (plus 5%). Further there shall be a 25% administrative fee placed on the final billing for such productions. In addition, a Rental Charge Facility Fee shall be charged for the use of public areas such as parks and streets. The rent shall be set by the Village Manager based on the overall impact of the production on the public areas being used. Video or Film Production is considered a Tier II Event.

Section 7. Special Event Review Committee

The Village Manager may create a Special Event Review Committee, which shall assist the Manager in determining the necessary requirements for insurance protection, municipal services, public safety and other such items that insure the public health, safety and welfare during an Event. The Special Event Review Committee shall include the Village Manager and/or his/her designee(s), the Director of Public Services and the Chief of Police.

The Special Event Review Committee may review applications for Events that require municipal services over and above what is normally provided in the course of Village operations, or that require additional

services beyond that which has previously been approved by the Village Council. As a result of the review, special conditions may be required of the applicant. A member of the Review Committee shall be available to meet with event organizers to review the special conditions and insure that all conditions are met before the event begins.

Section 8. Municipal Services

The Special Event Committee may place additional requirements on any event. These requirements may include specific staffing levels for Police, Fire, Paramedic, Department of Public Services or other personnel. Expenses for these requirements will be billed to the sponsoring organization under the terms of this policy.

1. The Special Event Committee will develop an estimate of costs for municipal services to be charged to the Event, including, but not limited to:
 - a. Services provided by the Department of Public Services
 - b. An estimate of hours necessary to provide prudent police protection during the event.
 - c. An estimate of hours necessary to provide fire/safety protection during the event.
 - d. Any other costs necessary to assure the public's health, safety and welfare during the event.
2. The Estimated Costs, described above, will be made available to the Event Permittee within 45 days after the application is received.
3. The Event Permittee may negotiate with the Village with regard to self-providing some services; appeals to this negotiation may be made to the Village Council.

A cash deposit, performance bond or other security acceptable to the Village may be required in an amount equal to the amount estimated by the Village to provide services as described above. Arrangements for the deposit or other acceptable security are to be made by event organizers not less than five (5) working days before the start of the event.

Section 9. Insurance/Indemnification Requirements

The Village reserves the right to require insurance for all Events.

The Village Manager, with assistance from the Special Event Review Committee will determine the level of increased liability associated with a Special Event, based on Tier I and Tier II risk categories. The following outlines the risk categories and the insurance requirements of each:

- a) Tier I.
The Village may require insurance coverage for events classified as Tier I. A waiver of the insurance requirement may be granted to cover small gatherings or ceremonies that do not involve more than 50 people, are limited to passive participation by the public, and/or require no Village services.

These events involve minimal physical activity by participants and no severe exposure to spectators. Examples of events in this category include, but are not limited to: meetings, seminars, social and community gatherings, concerts, theatrical performances, auctions, amateur team sports, dances, animal shows, political rallies, Open-air markets, picnics, plant and bake sales and certain parades.

b) Tier II.

All other events are required to provide insurance as outlined in this policy. In order to comply with the Village's insurance liability carrier, the Village shall require that all sponsors of Special Events in this category carry liability insurance with coverage of at least \$1,000,000. An event sponsor shall be required to provide a valid certificate of insurance naming the Village of Milford as an additional insured prior to the event. The Village may require higher levels of insurance based on risk factors and past experience, and may require a Waiver of Liability (Indemnification Agreement).

Events in this category involve major participation by participants and/or moderate exposure to spectators. Events in this category include, but are not limited to: marathons or races, circus/carnivals, and semi-pro team sporting events, rock concerts, alcoholic beverage sales, vehicle races, fireworks displays, large festivals, commercial outdoor sales events, commercial filming and professional or collegiate sporting events.

Section 10. Other Requirements

The Special Event sponsor shall be responsible for complying with all Village Ordinances. Additional requirements will be indicated in the notice of approval, and may be modified by the Village during the event as may be necessary for the safety of the public. It is the responsibility of the Event Permittee to be informed of the following regulations and requirements:

- a. Liquor Sales. No alcoholic liquor shall be consumed on the public streets, or in public parks, or in any store or establishment doing business with the public in the village not licensed to sell such alcoholic liquor for consumption on the premises. (Article II, Sec. 6-1) Village Council may grant temporary licenses and/or permission for public consumption during Events.
- b. Outdoor sales on private property. Outdoor storage, display and/or sales area on Private Property is expressly prohibited in (The Downtown Overlay District) Ordinance 94-189. The Village Manager may grant an Event Permittee an exception to this Ordinance, provided that the use of the property is within the described boundaries of the Event; the excepted use of the property shall be in conformity with the nature of the Event or the nature of the business on which the outdoor use would take place; and that the owner of such property could not "sub-lease" said property to another business and/or vendor during the Event.
- c. Peddlers, Solicitors and Street Vendors. It shall be unlawful for any person, either as principal or agent, to engage in business as a street vendor, solicitor, peddler, transient merchant, or

charitable solicitor in the village without having first obtained a license in the manner provided in Article II, Sec. 22-34. Vendors approved by the Event Permittee, which are participants in the permitted Event are granted an exception to this requirement.

The Event Permittee does not have the authority to prohibit solicitation during an Event. The Village, however, reserves the right to grant or deny a permit for solicitors and vendors.

The Event Permittee may contract with the Village to display signs which indicate that there is to be no soliciting, selling, canvassing or peddling at the Event, if the Village concurs.

- d. Signage. Special signage is allowed for special civic or charitable purposes under Section 94.350(h)(2). An Event Organization may qualify as a charitable organization if they meet the requirements of a 501(c)(1-28). Such qualifications must be documented and presented to the Village with the Special Events Application.
- e. Outdoor Restaurants. The village manager has the authority to grant a permit for existing restaurants to occupy the Village sidewalks and outdoor spaces on private property. Such permits shall be valid during a permitted Event. An existing restaurant is prohibited from creating, expanding and/ or relocating its outdoor operation/sales beyond the boundaries of the Sidewalk Restaurant Permit (Sec. 70-32) issued by the Village Manager, the Outdoor Cafes Permit (Sec. 94-358) approved by the Village Manager or the Special Use Permit (Sec. 94-188(4)) issued by the Planning Commission to a location in the public Right-of-way or on private property, without the expressed approval of the Event Permittee. Such approval can only be granted during the stated hours of the permitted event and within the geographical boundaries of the permitted Event. The Village Manager reserves the right to review such approval.
- f. Parking Requirements. All handicapped parking requirements will be enforced at all times. Exceptions to other parking regulations may be granted by the Village.
- g. Fire Lane. A twenty-foot (20') fire lane must be provided at all times during the Event. The fire lane must be maintained even during set up and tear down of the event.
- h. Noise. Noise that is considered to be a nuisance can be cause for revocation of the Special Events Permit.
- i. Traffic. The Event Permittee shall be responsible for complying with all traffic control and safety procedures required by the Village during the Event. The requirements will be indicated in the notice of approval, and additional amendments may be made by the Village during the event as may be necessary for the safety of the public, including any traffic control plan, street closures, parking restrictions and parade routes.

- j. Unauthorized Use. Unauthorized use of streets, sidewalks, parks and public areas is a violation of _____(Village Special Events Ordinance), *unlawful interference in a special event without expressed permission of the Event Permittee.*

- k. Restoration of Municipal Property. The Sponsoring Organization is fully responsible for any non-compliance or damage to municipal property. Furthermore:
 - 1. The site must be fully restored to its original condition within an agreed-upon timeframe after the Event
 - 2. No stakes are allowed on any hard surface.
 - 3. No paint is allowed; all demarcation tape must be fully removed at the close of the event.
 - 4. All trash and other debris is to be removed within an agreed-upon timeframe.

- l. Parade participants. Parade participants shall not throw candy or other such items toward spectators.

- m. Notification. The Village may require the Permittee to notify property owners.

- n. Health Department. All participating vendors requiring Oakland County Health Department approval must obtain such approval.

- o. Dogs. The Village Manager may allow Permittee to prohibit dogs on the property designated as part of the Special Event.

Section 11. Authority to Cancel the Event

The Village Manager and/or his designee has the authority to cancel or stop an event if the special conditions required for approval of the event are not being met. In addition, Village public safety officials have the authority to cancel or stop an event, or place additional restrictions on the event, if it is deemed that the public health, safety or welfare would be better served with additional restrictions.

Section 12. Participant Waiver of Liability

The Special Event sponsor shall be responsible for obtaining all signed indemnification agreements as required by the Village. The agreement which must be signed and attached to the Special Event Application is attached as Item _____. The specific requirements for each event will be indicated in the Village’s written confirmation of approval.

Section 13. Two or More Applications For The Same Event Date

In the event that two or more Special Event Applications are received for the same date and time prior to the approval of either event, the date and time that each application was received by the Village of Milford shall determine the order of preference. Once a Special Event Permit has been granted, it shall be the policy of the Village to not award further permits for the same date, time and general location.

In the event that two or more Special Event Applications are received at the same time for the same date and time, the Village Manager shall attempt to resolve date and time conflicts with the sponsors of each application.

Section 14. Reservation of Annual Event Dates

If an event is intended to be an annual event at regularly scheduled dates, the current year's application may include the following year's requested dates. Approval of the current year's application will include reservation of the next years-proposed dates; however, it will not constitute approval of next year's event, which must have its own timely application submitted for Village approval. In general, the Village will not approve Special Event dates more than one year in advance.

Section 15. Written Confirmation of Village Review

Upon review of the Special Event Application, a written confirmation as to the action of the Village will be forwarded to the individual or organization requesting the event by the Village Clerk's Office. This confirmation will outline any special conditions that must be met if the event is approved.

Village of Milford
LaFontaine Family Amphitheater
Facility Use Policy

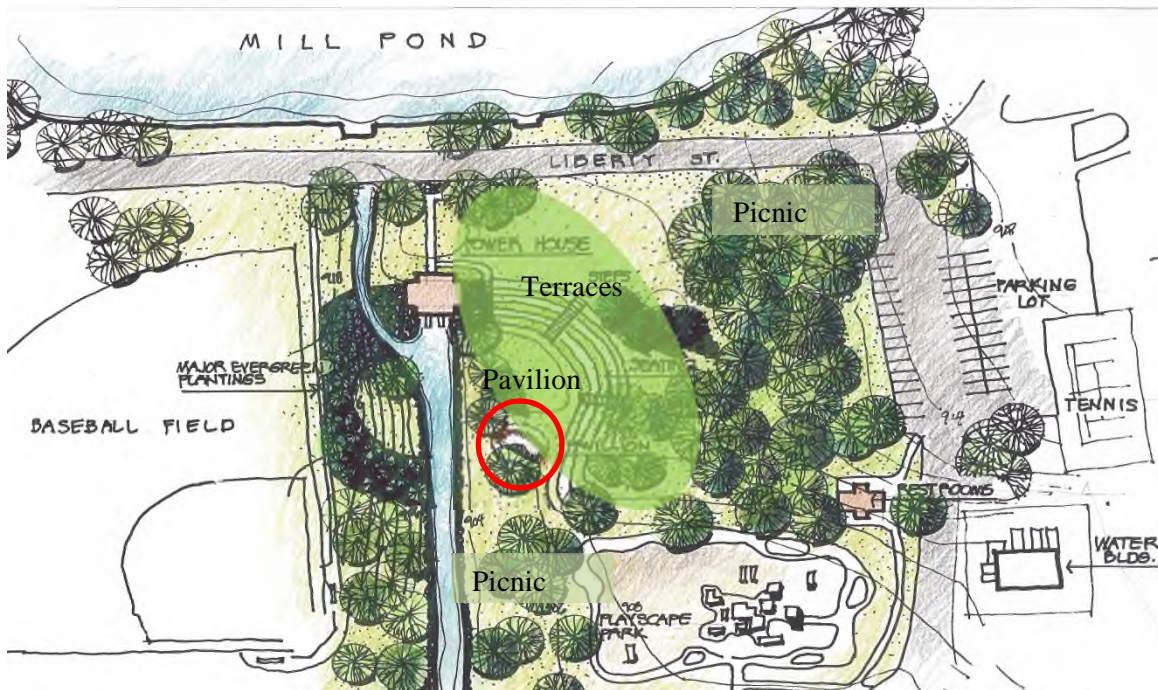
Section 1. Special Events Policy

All persons requesting to use the LaFontaine Family Amphitheater (AMP) shall submit a Special Events Request in concurrence with the Village's Special Events Policy, on file at the Village Clerk's office. The LaFontaine Family Amphitheater Facility Policy is an addendum to the Special Events Policy, and is specific to the LaFontaine Family Amphitheater.

Section 2. The Premises

The LaFontaine Family Amphitheater (AMP) consists of:

- The Pavilion; a structure that includes the stage, which is 16' x 28' between the pillars, equipped with six 20 AMP circuits with 12 dual plugs (24 total), and two terraces adjacent to it.
- The Terraces; a series of five terraces, the hill to the north (adjacent to Liberty Street), the grass area adjacent to the Pavilion and all walkways and staircases associated with them. Seating is estimated at 2000 in this area.
- For purposes of this Policy, the AMP does not include the picnic areas to the immediate east and south of the Pavilion and Terraces, or the Powerhouse. Those areas are to be considered separately in any Use Request.



Section 3. Uses

- A. The LaFontaine Family Amphitheater is primarily intended to be used as a public venue, supporting civic, cultural and educational activities that are generally open to the public. In deciding whether to approve the application, the Village shall consider:
 - 1. Whether the proposed event is likely to conflict with or detract from any other previously scheduled event taking place in the Village on or about the time of the proposed event;
 - 2. Whether the proposed event will hinder or detract from the traditional use of the park;
 - 3. Whether the proposed event is likely to generate noise that would adversely affect persons who are not attending the event.
 - 4. Whether, for an event open to the public, the hosting organization has the experience, organizational structure, tax status and insurances to administer a public event.
- B. Secondly, the AMP may be rented for private functions given the parameters outlined in this Facility Policy. Private functions are smaller in nature, with attendance governed by private invitation. Examples of a private function include: weddings, graduations, and family gatherings.

Section 4. Scheduling.

- A. The Village may prioritize events at the AMP in this order:
 - 1. Village & DDA sponsored events, including previously approved annual events.
 - 2. Village & DDA co-sponsored events.
 - 3. Community non-profit events open to the public (including Township and Chamber events). Non-profit organizations must document tax-exempt status.
 - 4. Private events (weddings, graduations, family gatherings), not open to the public.
- B. Existing public events, such as the Summer Concert Series, Milford Memories, Currents, and the AMP Season Opening Event, will be given first priority when scheduling the Amp. After community events have been calendared according to the priorities listed in this Policy, other event requests will be received and considered on a first come-first served basis.
- C. The Village Manager may use his or her discretion when two applicants submit a request for the same date. In the case of Private events, the applicant who first provides the Security Deposit will be given priority.
- D. Private Events permits governed by this Policy may be issued for not more than one day and only in the identified AMP areas (Pavilion and Terraces). An applicant may appeal the time and location parameters in this section to the Village Council.
- E. Applications may be considered not more than One (1) year prior to the date of the event for private or for-profit events, and up to two (2) years for Village/Township/DDA sponsored events. The Village retains the right to waive these requirements under special conditions.
- F. When a new, public event is proposed by any entity, which would result in attendance of greater than 200, the Village Manager may elect to send such an application to the Village Council for further review and approval.

Section 5. Rental Requirements

A. Rental Fees.

Applicant	Rental Fee	Security Deposit (refundable)
Village/Township/DDA	\$0	\$0
Community-based Non Profit	\$0	\$200.00
Private Use/ Resident	\$150.00	\$200.00
Private Use/ Non Resident	\$300.00	\$200.00

B. Additional Fees.

The Village reserves the right to charge an additional fee if the property is not returned in the same condition on which it was reserved. The lessee will be billed for any damages and/or cleanup required by Village personnel.

C. Property Condition.

1. The reservation applicant is responsible for properly removing and disposing of all trash, debris, and refuse from the Pavilion and Terraces (whichever is leased) during the reserved time period.
2. Adhesives, nails or tacks are not permitted on the Pavilion structure. All signage and decorations may be tied to the structure, to be removed at the end of the leased period.
3. Fires are not permitted.
4. The use of nails, tacks, screws, and tape to fasten materials to trees, park signs, walls or railings is prohibited.
5. Throwing rice, birdseed, confetti, silly-string or balloons is prohibited. (Bubbles are allowed.)
6. Fencing is not allowed.

D. Provisions.

1. The Village of Milford does not provide chairs, tables, podiums, electrical cords or similar event accoutrements. Lessees may contract with a rental service for tents, tables, chairs, sound equipment. Tent rentals must comply with local and regional fire safety standards. All rental equipment must be removed at the end of the rental period. Electricity is available at the Pavilion for an additional fee.
2. The Village does not provide dedicated (isolated) parking in Central Park for private events.

E. Insurances, Liability and Organizational Status

1. Events open to the public: Sponsoring organization shall provide a comprehensive general liability policy in the amount of one million dollars (\$1,000,000), naming the Village of Milford as additionally insured.
2. Non-profit host organizations for public events must be recognized as tax exempt by the Internal Revenue Service (IRS) at least six (6) months prior to the event date and be in good standing with the IRS.

3. All Applicants shall sign a Release and Waiver of Liability Agreement, available at the Village Clerk's office.

Section 6. Exclusivity for Private Events

- A. The LaFontaine Family Amphitheater is a public venue located in a public park. As such, it is difficult to enforce total private use of the area around the Amp. The Pavilion and Terraces may be reserved and approved for private functions, but all applicants must consider that their event is taking place on public property, and areas immediate to (and possibly, including) the venues may be occupied by others. Applicants should be aware that the Jaycee baseball field next door is in use during the season.
- B. Private Event applicants for the AMP may request to use the Pavilion and Terraces sections only. All other areas of the park will remain open to the public. The Village Manager may waive this requirement under special circumstances.

Section 7. Alcohol

- A. All alcohol is prohibited at the AMP unless otherwise authorized by the Village Council and in compliance with all state and local laws and regulations.

RELEASE AND WAIVER OF LIABILITY

Release of Liability: In consideration of being permitted to conduct a special event upon Village owned property (the "Event"), the undersigned, _____, hereby releases and holds harmless the Village of Milford, and its elected and appointed officials, representatives, officers, employees, consultants, volunteers or other agents (hereinafter collectively referred to as "Village") from and against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the Event.

Indemnification: The undersigned agrees that if any personal injury, including bodily injury and death and/or property damage, occurs while conducting the Event, and if such damage or injury results in a claim, demand, suit, or loss against the Village, the undersigned will reimburse the Village for any and all costs associated with said claim, demand, suit or loss related to said damages and injuries.

Other: The undersigned expressly agrees that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Michigan, and that this Release and Waiver shall be governed by and interpreted in accordance with the laws of the State of Michigan. The undersigned agrees that in the event any clause or provision of the Release and Waiver shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release and Waiver, which shall continue to be enforceable.

I have read this Release and Waiver of Liability, fully understand its terms, understand that I substantial rights are affected by signing it, and sign it freely and voluntarily without any inducement.

Applicant Name (Print) _____

Applicant Signature: _____ Date: _____

Phone number(s) _____ Email: _____