



THE CITY OF MT. PLEASANT, MICHIGAN

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City of Mt. Pleasant Parks & Recreation Department River Access Commercial Policy and License Fee: \$300 per Park up to a maximum of \$800

Purpose: The City generally believes parks should be open for use by the general public and generally does not make its parks available for commercial activities. The City also recognizes that certain of its parks can be used to gain access to the Chippewa River for activities such as canoeing, kayaking, tubing and other water activities and that many residents and visitors may wish to avail themselves of the services of local outfitters and suppliers of equipment and services in order to more fully enjoy the recreational opportunities the River provides. Accordingly, the City believes it to be in the best interests of the general public to allow outfitters and suppliers to use City parks for some limited activities.

While those who apply for licenses pursuant to this policy apparently believe certain facilities or locations in some City parks are suitable for their intended uses and permitted activities, the City has not engaged in a review of those facilities or locations and does not by granting any license under this policy represent they are suitable for any such uses and activities. Moreover, the City is not, by granting any license, in any way agreeing to inspect or to maintain any of the licensed sites to any level or for any purposes.

Licenses will be considered only for (a) Nelson Park, (b) Mill Pond Park, (c) Chipp-A-Waters Park and (d) Island Park.

Definitions: The following definitions apply to this policy.

City means the City of Mt. Pleasant, Isabella County, Michigan.

City Manager means the City Manager of the City or his/her designee.

Commercial Use means any use or activity where a person or entity provides equipment, materials, programs, or services for any fee, reimbursement, or compensation, including, without limitation, any rental, any transportation, shuttling or delivery services, any guide or instruction services, any demonstration or other opportunities in connection with a contemplated purchase or rental, and any put-in or take-out services.

Director means the Director of the City's Parks and Recreation Department or his/her designee.

Licensable Location means (a) Nelson Park, (b) Mill Pond Park, (c) Chipp-A-Waters Park or (d) Island Park.

License Term means the effective term of any license issued under this policy from the time of its issuance or effective date until its expiration date or time it expires or is terminated prior to its expiration date by revocation or other action.

State means the State of Michigan.

General Policy, General Procedures and General Permit Requirements:

1. A license is required to use a City park for a Commercial Activity.
2. A license shall be granted by the Director following the completion and filing with the Director of an application on a form provided by the Director including any other information required by this policy or that may be requested during the review or as a condition of approval of the application.
3. At a minimum, an application shall contain or be accompanied by the following information:
 - A. The name, address, telephone numbers, e-mail address, and website address (if any) for the person or entity seeking the license.
 - B. The names, addresses, telephone numbers and e-mail addresses of any contact persons or other primarily responsible individuals if the permit is sought for an entity or if those persons are in addition to or instead of the name provided above.
 - C. The Licensable Location for which the license is sought.
 - D. The times of days and days of any calendar year for which the Commercial Activity is intended to occur in a Licensable Location.
 - E. A complete description of the Commercial Activity for which the license is sought.
 - F. A copy of the applicant's business license.
 - G. An acknowledgement of this policy and agreement to comply with it.
 - H. All other documents and information required by this policy for the issuance of a license.
4. Any license granted pursuant to this policy is conditioned upon:
 - A. The accuracy and completeness of the information in the application.
 - B. The licensee's compliance with this policy and all applicable laws, rules, regulations, local ordinances, park rules, and permit conditions.
 - C. Use of the Licensed Location in such a manner as to avoid any damage to that location or any of its flora, fauna, facilities or equipment and without disturbing other users of that location.

Accordingly, an application for a license may be denied or any license granted may be suspended or revoked for a failure meet any such condition. If the Director intends to deny any license or to suspend or revoke any license, the Director shall give written notice to the applicant or licensee who, within 7 business days following the receipt of such written notice, may seek a hearing before the City Manager to show cause why the Director's intended action should not be taken. The City Manager shall hold a hearing within 14 business days after receiving a request therefore and shall render a written opinion reasonably promptly after that hearing.

5. All applications shall be accompanied by certificates of insurance showing the following coverage to be in effect. For coverage where the City is to be an additional insured, the certificate of insurance shall provide that it may not be modified or canceled without at least 30 days prior written notice to Director and, upon request, the applicant (or licensee) shall provide copies of the complete policy including any endorsements.
 - A. Workers disability compensation insurance complying with the State's requirements.
 - B. Comprehensive general liability insurance covering the Licensee operations on and use of the Licensed Location. The policy shall cover the City, including its officers and employees, as an additional insured and certificate holder. It shall have a minimum of \$1,000,000 in combined, single limit, occurrence based coverage.
6. All Licensees shall sign the following statement as part of their application:

The undersigned on the undersigned's own behalf and for any person or entity on whose behalf the undersigned is signing this application:

 - (a) Understands and agrees that the City of Mt. Pleasant is not making any representation or warranty as the any condition of any City owned property or as to the suitability of any City owned property for any particular use including, without limitation, any use for which a license is sought pursuant to this application.
 - (b) If a license is granted to the applicant pursuant to this application, the applicant promises to hold the City and City's officer and employees (together the "City Parties") harmless from, indemnify the City Parties for and defend the City Parties with legal counsel reasonably acceptable to the City against any and all claims, lawsuits, administrative actions, judgments, awards, liability, damage, or other losses, costs or expenses arising due to or claimed as a result of injury to or death of persons or damage to property sustained allegedly arising out of Licensee's operations or occupancy of any Licensed Location, as a proximate result of the acts or omissions of the applicant or the applicant's officers, employees, agents, or representatives, except as may be the direct and proximate result of the negligence or intentional wrongdoing of the City or of its officers or employees while acting within the course and scope of their official duties or employment.
 - (c) Has read and understood the City's policy with respect to the requested license and agrees to comply with that policy.
7. All applicants shall file with the City (and all licensees shall file updates as completed) an emergency operation plan for major and minor incidents that addresses such issues as, for

example and not by way of limitation, operations during severe weather watches and warnings, responses to observed or reported misconduct or dangerous behavior engaged in by any customers, reported personal injuries (including deaths) or significant property damage, etc.

8. Specific requirements for all canoe, kayak and tube operations in City parks include the following.
 - A. Compliance with all City Park Rules and Regulations, including any posted requirements or prohibitions.
 - B. No glass containers or Styrofoam containers or coolers shall be used on the River.
 - C. Park grills and picnic tables may not be used in connection with any Commercial Activity.
 - D. A licensee shall provide all users of canoes, kayaks, or tubes supplied or brought to the River by the licensee with bio-degradable mesh bags to contain trash, cans, plastic wraps and containers, and similar items while on the River.
 - E. The licensee shall not interfere with the use and enjoyment of any park by other persons and shall not interfere with the lawful activities of any other persons in any park.
 - F. The licensee's logo must be on all boats/tubes. Boats shall bear logo upon the right and left sides, clearly visible from either bank of the river, PERMANENTLY AFFIXED lettering containing the licensee's name, approved abbreviation, or approved logo. Identifying logos must be visible and consistent numbers or letters. Exceptions may be granted due to space limitations. Temporarily affixed lettering or logos is prohibited.
 - G. Due care shall be taken to minimize any damage to riverbanks and vegetation during activities.
 - H. licensees shall obtain a liability release in substantially form on the attached Attachment A or on the licensee's own form with the Director's prior written approval.
 - I. While loading, unloading, equipment preparation, and performing dry land training, at park put-in and take-out sites, the licensee and his/her designees will provide right of way to the public at all times.
 - J. It is recommended that the licensee's employees and agents shall have certification in first aid and CPR. If the City requests, the licensee shall provide the City copies of those current certificates.
 - K. The licensee and designees must carry or provide safety and rescue equipment on each trip, including, but not limited to: a first aid kit, one (1) throw rope, and appropriate U.S. Coast Guard approved lifejacket (PFD) for each participant as required by the State.
 - L. Upon issuance of this license, an APPROVED COPY of the application will be issued to the licensee by the Director. A copy of this approved copy must be carried on each trip and displayed on request by City.

- M. The licensee shall inform all clients that:
- No glass containers are to be used within the parks
 - No Styrofoam coolers or containers are to be used on the River.
 - The Chippewa River is an unsupervised navigable waterway. Recreational use by the public must be in compliance with all applicable federal, state and local laws and regulations, including but not limited to, the State of Michigan's boating safety rules and regulations.
 - There is no lifeguard on duty.
 - By entering into the Chippewa River, licensee and his/her clients are assuming the risk of injury inherent in recreational use of the Chippewa River, including, but not limited to death, serious personal injury and/or property damage. The City of Mt Pleasant/State of Michigan will not assume any responsibility or liability for any injuries resulting from Licensee and his/her client's recreational use of the Chippewa River.
 - For clients own safety, licensee will advise his/her clients to wear appropriate safety equipment for the conditions). Licensee shall ensure that clients are properly trained in the use of safety gear and equipment.
 - Always be aware that the potential for danger changes greatly with fluctuations in water levels. Please engage in recreational activities only within the limits of your ability.
 - Always maintain proper awareness of your surroundings and stay in control.
 - Do not use the river when there is debris in the water, or if other hazardous condition exists.
 - Do not use the river while intoxicated or under the influence of a controlled substance.
 - Users are responsible for accounting for all materials taken on the trip including, but not limited to; food and beverage containers, shoes, clothing, suntan bottles and containers.
- N. The licensee shall be responsible for the repair of any and all damage to park resources, facilities, or property caused by the licensee's activities. The Director shall be the sole judge of the extent of such damage and the adequacy of any repairs or restorations.
- O. Licensee shall be responsible for enforcement and compliance of license provisions by all users of licensees service within approved City Facilities. Failure to do so WILL RESULT IN THE LOSS OF CURRENT AND POTENTIALLY FUTURE LICENSES.
9. There is no right of renewal exists by reason of this agreement or past licenses.

Attachment "A"
**WAIVER, RELEASE, DISCHARGE, ACCEPTANCE OF RESPONSIBILITY, AND
ACKNOWLEDGEMENT OF RISKS.**

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.
YOU MUST READ AND UNDERSTAND IT BEFORE SIGNING IT.**

I recognize that there is an element of risk in any adventure sport or activity associated with the outdoors. I am aware that certain dangers can be minimized but never entirely eliminated. These dangers include, but are not limited to the following: falling out of the tube, raft, or kayak into the river; falling down while on or near the shore; colliding with rocks, rafting, tubing or kayaking equipment, and/or other boaters; exposure to cold water and/or inclement weather; drowning; and exposure to plants, insects and/or animals capable of producing adverse physical reactions. I understand that some of these risks can be reduced, but not eliminated with the use of helmets and life jackets. I certify that those named below are fully capable of participating in float tubing, kayaking or rafting activities. Therefore, I assume full responsibility for myself, and any minor children named below on whose behalf I am signing, for any bodily injury, death, or loss of personal property and/or expenses, which result from the use of float tubes, rafting, or kayaking equipment provided by _____. I certify that I and any minor on whose behalf I am signing are fully capable of participating in river running activities; have not been advised by a medical person to refrain from engaging in this type of activity; do not have a medical condition, history, or am currently under treatment for a medical condition, or on any prescription medication which might compromise my safety or the safety of others while using this equipment.

I agree that I have been instructed in the proper use and operation of this tubing, kayaking or rafting equipment. These instructions have been made clear to me and I understand the full function of the equipment. I have visually inspected and functionally tested this equipment and agree that the tubes, kayaks, rafts, life jackets, helmets, and paddles are in good working condition and operate correctly. I further agree to pay for any equipment provided to me which is lost or broken while in my possession during this rental period.

I have read this document. I understand that this is a release of all claims, no matter what the cause, including but not limited to negligence. I understand that I am assuming all the risks inherent in float tubing, kayaking, and rafting activities. I understand and agree that this release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

In consideration for being allowed to rent this equipment, and by my signature below, I agree to abide by the rules on the back of this sheet, and I further agree not to sue, claim against, or attach property of Example Expeditions, its owners, employees, agents, or **the City of Mt. Pleasant and the City's officers and employees** and I further agree to defend, indemnify, and hold harmless Example Expeditions, its owners, employees, agents, and **the City of Mt. Pleasant and its officers and employees** for any injury caused by or resulting from my use of float tubing, kayaking, and/or canoeing equipment provided to me in any activities associated with river use recreation, both scheduled and unscheduled, no matter what the cause of injury. I voluntarily sign my name below as evidence of my acceptance of the above provision, and agree to abide by the float tube, kayak, and canoe rentals rules.

SIGNATURE: _____ DATE SIGNED: _____

FOR: _____

INCLUDE ANY MINORS UNDER 18 COVERED

PRINT NAME: _____ PHONE: _____