



SPECIAL EVENTS PLANNING GUIDE

General Guidelines for Safe and Successful Celebrations



Kentucky League of Cities
Insurance Services

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INTRODUCTION

The COVID-19 global pandemic required our cities to cancel their annual fairs, festivals, sports leagues, and parades in 2020. Our citizens keenly felt the void left by this absence and the cancellations reminded us of the importance of community events as shared experiences serving to strengthen our communities. Thanks to the availability of vaccines to combat COVID-19, our public entities and our citizens are excited to return to a world full of festivals, fairs, fireworks, and above all else, community fellowship.

KLC thought that this is the perfect time to update our Special Events Planning Guide. KLC developed this guide to aid our public agencies in the planning of special events. The guide's goal is to identify event risks in order to reduce those risks and their related costs in hosting special events. Public officials holding the responsibility of coordinating special events may be the target audience for this guide, but any public official and employee will find fantastic waiver templates and checklists spanning a broad range of special public events.

Pre-event planning should focus a public agency on risk assessment as the key to hosting a successful special event. Event planners using this guide have the tools to identify and manage areas of potential loss exposures. Using the tools in this guide will aid in avoiding the pitfalls that could disrupt a special event.

The Special Events Liabilities Checklists contained in this guide cover 24 different special event areas. The questions in each checklist ask if applicable policies, procedures, and possible loss exposure areas have been addressed. By completing these checklists, the public agency will gain a better idea as to the actions needed in order to successfully execute a safe and successful special event.

However, the checklists are a general overview and are by no means exhaustive in their scope. Special events, by their very nature, are unique. We have yet to see two that are identical from one city to the next. It is simply not possible to design a checklist that will cover every conceivable risk for your special event. With this in mind, event coordinators should not use the checklists as a crutch and assume the questions they contain cover all of the issues that their specific special event will need to address as to risk management. Additional forethought and planning will be necessary to identify, analyze, and address other potential loss exposure areas. KLC is happy to help with this planning as well. Just give us a call.

This guide is provided to our members as a service. Feel free to copy and use the included checklists and waivers in the planning of future special events in consultation with your local legal and technical experts. Should you ever have specific questions or concerns as to your insurance coverage and a special event, please contact your KLC Loss Control Representative for more information.

This guide is provided for informational purposes only. This guide is intended as a supplement to our members' existing loss control programs and activities. It is by no means intended as a replacement to our members' existing loss control programs and activities. Additionally, this guide is not intended to provide legal, technical, or other advice. Members must seek professional advice on specific concerns from their own legal, technical, or other expert advisors.



GENERAL GUIDELINES FOR SAFE AND SUCCESSFUL CELEBRATIONS

Festivals, events, and holiday celebrations add to community spirit and are quite popular in Kentucky cities. Liability exposures are often overlooked in the process of organizing these events. Liability exposures can be greatly reduced by carefully analyzing your risks, planning, and coordinating your celebration.

Risks are Present. Attitudes may be the first obstacle to controlling liability in your event. “We’ve never been sued” or “That never happens here” are sentiments waiting only for something to be proven wrong. Accidents and injuries can and do happen. It is easier to spend time in preparation for a successful event than in repair of public opinion or litigation following injuries or damage to others.

Whose Event is This? Many celebrations are the cooperative effort of several groups in the community. Their spirit of cooperation should be fostered as long as all contribute to the well-being and success of the event. If the event is sponsored by one party or by the city itself – direction becomes much more clearer. Broadly based community events should have a leader and organization identified as planners and coordinators of the event.

All participants should be insured and willing to provide evidence of their general liability coverage. Most service clubs are insured by their parent or national club organization and have these coverages available. The event organization can be incorporated to give it independent status. The event and the organization should also be separately insured to avoid dilution of a city’s insurance coverage.

Planning. A safe and successful community celebration begins with event planning several months before the celebration day. All operational areas should be represented to coordinate services, staffing, and other details. Countdown meetings should be held one week prior to the event, the week of the event, and on the morning of the event. The purpose of these short, informative, round-robin meetings is to have each representative report on their progress, settle unresolved details, and to check that safety and security arrangements are in place.

Be Selective. Your support of the event gives you a stake in its success. Some events pose a high probability of loss and should be avoided. The public is best served with successful events which provide quality recreation without endangering the well-being of your city. Some examples of events and activities which should be avoided include vehicle races, amusement rides, liquor sales, fireworks, etc. These risks are best avoided; however, they can be transferred by contracts with vendors or sponsors who are insured or with insurance purchased specifically to protect the city from these risks.

Transfer Risks. Event sponsors and promoters should stand behind their events. A common method of transferring risk to those who create or share in the exposure is to require certificates of insurance from the event promoter with the city named as an additional insured. An additional transfer method for some nonprofit groups and all participants in athletic events is the waiver of liability. Athletic event injuries are excluded in most general liability policies. Liability waivers offer a method of advising participants of risks and securing a release of your liability for events which you have little control. The waiver can be easily incorporated in the event registration form.

Manage Your Risks. Your city will have a role in any event held on city property, in streets, or in your parks. Your participation may range from simply providing meeting space to active organization and promotion of the event. To optimize your liability risk reduction effort, we suggest closely examining the event to determine what losses could occur, and then selecting and implementing a risk control method. The following methods, while not complete, offer ideas on common control strategies for your city or event organizing committee.



SPECIAL EVENTS LIABILITIES CHECKLISTS

SPECIAL EVENTS LIABILITIES CHECKLIST

Accident Reporting and Investigations

YES NO N/A

1. Have procedures been established for the reporting and investigation of event-related accidents?

Comments:

2. Are accident reports routed to the committee chairman for the public entity?

Comments

3. Are phone numbers available to notify claims adjusters of serious incidents?

Comments:

4. Are facility employees notified if the accident was caused by an unsafe condition?

Comments:



SPECIAL EVENTS LIABILITIES CHECKLIST

Alcohol Concessions

Will alcoholic beverages be sold at the event? If yes, have policies and procedures been established to address the following:

YES NO N/A

1. Verifying that any required special events permits for serving alcohol has been obtained?

Comments:

2. Verifying that event sponsors and promoters who serve alcohol have adequate liquor liability insurance and the public entity is named as additional insured on the policy?

Comments:

3. Denying entry of intoxicated persons to the event?

Comments:

4. Prohibiting attendees from bringing alcohol to the event?

Comments:

5. Limiting the size of containers in which alcohol is served?

Comments:

6. Checking photo IDs to verify legal ages?

Comments:



YES NO N/A

7. Establishing a limit of no more than two drinks per person per purchase?

Comments:

8. Designating times for the beginning and ending of alcohol sales?

Comments:

9. Serving food at the event to help absorb alcohol?

Comments:

10. Encouraging designated drivers and arranging for alternative modes of transportation for those who may become intoxicated?

Comments:

11. Prohibiting sales to people who are obviously intoxicated?

Comments:

12. Providing security or law enforcement personnel to deal with intoxicated or unruly attendees?

Comments:

13. Making sure those who serve alcohol meet age requirements, and prohibiting them from consuming alcohol during their work shift?

Comments:

14. Training those who serve liquor in alcohol awareness techniques, state law requirements, and how to deal with intoxicated persons?

Comments:



SPECIAL EVENTS LIABILITIES CHECKLIST

Amusement Rides and Carnivals

YES NO N/A

1. Have the ride owners/operators registered with the Kentucky Department of Agriculture, Division of Amusement Ride Regulations, and Inspections?

Comments:

2. Have the rides been inspected and display the Department of Agriculture's Inspection Seal? If not, call 502-567-0282.

Comments

3. Does the ride owner's/operator's liability policy include limits of not less than one million for bodily injury/property or death of one person in any one accident, and in the amount of not less than \$10 million for bodily injury to or death of two or more persons in any one accident?

Comments:

4. Does the policy name the public entity as an additional insured?

Comments:

5. Are rides' electrical hookups, wiring, and cords inspected by a qualified person?

Comments:



YES NO N/A

6. Are daily ride safety inspections conducted?
Are records maintained?

Comments:

7. Is preventative maintenance conducted according to the
manufacturers' instructions?

Comments:

8. Are manufacturers' instruction manuals available for each ride?

Comments:

9. Are the ride modifications completed per the
manufacturers' recommendations?

Comments:

10. Are ride operators trained?

Comments:

11. Are training records maintained?

Comments:

12. Is emergency equipment available to rescue ride
occupants in the event of a ride malfunction?

Comments:

13. Are ride accident records for the past two years available
from the ride owners/operators?

Comments:



SPECIAL EVENTS LIABILITIES CHECKLIST

Animals

YES NO N/A

1. Have local and state ordinances been checked regarding leash and enclosure laws?

Comments:

2. Will pets (dogs, cats, etc.) be allowed in the event area?

Comments:

3. Will spectators be interacting with animals such as petting, feeding, or riding? Are safety precautions adequate? Have you located food preparation and service areas away from areas where animals will be kept?

Comments:

4. Have any of the animals been involved in previous violent actions that resulted in injury or property damage? If yes, have adequate controls been taken to keep the problem from reoccurring?

Comments:

5. Will there be any conditions at the event that might frighten the animals? Are these conditions controlled and escape routes designated to remove the animals?

Comments:

6. Are the animals trained not to violently react to anticipated noises and crowd behaviors?

Comments:



YES NO N/A

7. Is the animal handler or trainer adequately qualified?

Comments:

8. If animals cause any damage to trees, shrubs, buildings, or other property, are provisions made to obtain reimbursement for damage?

Comments:

9. Have written plans and information been received from animal owners regarding health and sanitary conditions, which will be required and maintained?

Comments:

10. Are adequate provisions made for feeding, cleaning up, and other animal needs? Is any special equipment needed?

Comments:

11. Is security necessary to protect high-value animals from theft, fire, or other harm?

Comments:

12. Is emergency veterinary care available?

Comments:

13. Do any of the animals have any current or recent illnesses? If yes, is treatment being provided so that the illness will not spread to other animals/persons?

Comments:



YES NO N/A

14. Have animals had appropriate vaccinations?

Comments:

15. Have exhibitors signed a waiver of liability in favor of the city and prior to the city-sponsored event?

Comments



SPECIAL EVENTS LIABILITIES CHECKLIST

Communications

YES NO N/A

1. Has a communication network between event sponsors, municipal departments, police, fire, medical, facility maintenance, traffic control, risk management, and other applicable individuals and groups been established?

Comments:

2. Are adequate communication devices (telephones, cellular phones, two-way radios, etc.) available?

Comments:

3. Has a communication system been established and tested?

Comments:

4. Has a backup communication system been established?

Comments:

5. Do employees, volunteers, and event sponsors/promoters know how to summon emergency assistance if needed?

Comments:



YES NO N/A

6. Have emergency telephone numbers been posted in key areas?

Comments:

7. Has a list of telephone numbers for key event personnel been developed and circulated?

Comments:

8. Are maps or site diagrams of event locations and facilities developed and issued to key personnel?

Comments:

9. Are event schedules published and issued to key personnel?

Comments:

10. Has a person been designated to deal with the media in the event of a serious incident? Are employees and volunteers aware that they are to direct questions from the media to the designated spokesperson?

Comments:

11. Is the telephone number for the local weather bureau available to call for up-to-date weather forecasts?

Comments:

12. Will there be concerts, musical events, and/or performances that may need a communication plan?

Comments:



YES NO N/A

13. Has crowd control through security/ushers been established?

Comments:

14. Are adequate aisles and exits provided and kept clear?

Comments:

15. Are exits inspected (open) prior to concert?

Comments:

16. Are grounds, seating, etc., inspected prior to concert?

Comments:

17. Is there an inclement weather plan?

Comments:

18. Are there evacuation procedures?

Comments:

19. Does security, if contracted, provide a hold harmless, indemnification waiver?

Comments:

20. Is a certification of insurance provided?

Comments:



YES NO N/A

21. Are EMS/fire services provided?

Comments:

SPECIAL EVENTS LIABILITIES CHECKLIST

Contracts

YES NO N/A

1. Will any parties other than the public entity need to be involved in planning or executing the event?

Comments:

2. If so, have the roles and functions of each party been clearly defined?

Comments:

3. Have any applicable purchasing, competitive bidding, and/or contracting requirements been followed in selecting vendors, service providers, and other parties?

Comments:

4. Has the process of drafting, reviewing, and negotiating a contract been started well in advance of the event?

Comments:

5. Has each draft contract been prepared or reviewed by the public entity's legal counsel?

Comments:

6. Does each contract include components for the protection of the public entity, including:

- a. Indemnification/hold harmless provisions?

Comments:



YES NO N/A

- b. A requirement that the contractor, vendor, or community service group obtain insurance, and include the public entity, its officers, and its employees, as additional insureds?

Comments:

- c. A requirement that the contractor furnish a certificate of insurance with the public entity or city/agency named as an "insured?"

Comments:

- d. Payment arrangements defined clearly?

Comments:

- e. Contingencies made for such possibilities as cancellation or postponement of the event by the public entity?

Comments:

- f. Remedies or penalties for a breach of contract by the other party?

Comments:

- g. Provisions made for keeping track of sales, avoiding overselling, and receipts for accounting.

Comments:



YES NO N/A

h. Considerations if the other party is an out-of-state contractor, does the contract specify that Kentucky law applies to the interpretation of the contract, and that Kentucky courts have jurisdiction over contract disputes?

Comments:

i. Responsibility defined for property damage to a public facility at which the event will be held?

Comments:

j. Property damage or injury claims?

Comments:

k. Provisions for a security deposit for the use of a public entity facility?

Comments:

l. Other appropriate clauses included in the contract, such as antidiscrimination, compliance with the Americans with Disabilities Act, independent contractor status, and compliance with other laws?

Comments:

7. Has each contract been properly approved by the appropriate representative of each party?

Comments:



SPECIAL EVENTS LIABILITIES CHECKLIST

Crowd Control

YES NO N/A

1. Have the expected size, characteristics, and likely behavior of the crowd been evaluated?

Comments:

2. Has the site been evaluated to ensure there will be no violations of fire codes such as locked doors, exceeding occupancy, and sufficient and clearly marked exits?

Comments:

3. Have procedures been established to limit crowd size within facilities to prevent overcrowding?

Comments:

4. Is an emergency plan for dealing with adverse crowd behavior in place?

Comments:

5. Are police or security personnel/services strategically located?

Comments:

6. Are instructional signs visible, and is the public address system clearly audible?

Comments:



YES NO N/A

7. Are ushers or others who may be needed for assistance wearing clearly identifiable clothing?

Comments:

8. Are activities scheduled to aid in the movement of the crowd?

Comments:

9. Are ushers, security, volunteers, and others associated with the event trained for their specific tasks?

Comments:

10. Have procedures been established for altercations, drunkenness, and belligerent or nuisance behavior of individuals?

Comments:

11. Do security personnel know the procedures to follow in the event of identified problems?

Comments:

12. If tickets will be sold, have provisions been made to avoid overselling?

Comments:

13. If hot weather is expected, have provisions been made for drinking water facilities and other measures to avoid heat stroke or heat exhaustion?

Comments:



SPECIAL EVENTS LIABILITIES CHECKLIST

Disabled Persons Access

YES NO N/A

1. Is designated handicapped parking (with ramps if needed) provided?

Comments:

2. Are accessible routes of travel in the building at least 36 inches wide with doorways having at least 32 inches of clear opening?

Comments:

3. Is at least one elevator or lift available if a ramp does not exist for multilevel functions?

Comments:

4. Is seating for disabled persons provided and intermixed with other seating?

Comments:

5. Do public telephones have volume controls?

Comments:

6. If more than four phones exist, is one or more equipped with text telephone (TT or TDD)?

Comments:



YES NO N/A

7. Are auxiliary aids and services such as printed information on tape, Braille, large print, information read by qualified readers, and guides available to assist visually impaired people?

Comments:

8. For the hearing impaired, are qualified interpreters, video displays, amplification and hearing-aid compatible telephones, assistive listening systems, caption decoders, and emergency flashing alarms provided or available upon request?

Comments:

9. Have special emergency procedures been established for evacuating persons with disabilities?

Comments:

10. Do third party contracts contain provisions requiring contractors to comply with ADA requirements?

Comments:



SPECIAL EVENTS LIABILITIES CHECKLIST

Emergency Planning

YES NO N/A

1. Has an emergency plan been established for the event and reviewed with key event employees, volunteers, sponsors, and emergency personnel?

Comments:

2. Have evacuation plans for indoor and outdoor events been established, reviewed with event personnel, and posted in key areas?

Comments:

3. Have the local police and fire departments and ambulance service been included in the pre-event and emergency planning process?

Comments:

4. Has the local hospital(s) been contacted to make them aware of event activities, potential injuries/illnesses, and to develop treatment plans in case of mass injuries?

Comments:

5. Have adequate access routes been established for emergency vehicles?

Comments:



YES NO N/A

6. Do mutual aid agreements exist for requesting emergency assistance from other jurisdictions?

Comments:

7. Have provisions been made for backup utility services (electric, gas, phones, etc.) in the event of interruption of essential services?

Comments:

8. Have contingency plans been developed for protecting event personnel and attendees in case of adverse weather conditions?

Comments:



SPECIAL EVENTS LIABILITIES CHECKLIST

Fireworks

YES NO N/A

1. Have the proper permits and licenses been obtained for the storage and display of fireworks?

Comments:

2. Does the display operator carry appropriate insurance coverages and limits of at least \$1 million per occurrence?

Comments:

3. Does the contractor hold the public entity harmless for liability from firework displays and has the entity been named as an additional insured on their insurance policy?

Comments:

4. Are fireworks transported according to the Department of Transportation requirements?

Comments:

5. Are Uniform Fire Code and/or National Fire Protection Association standards for the display and storage of fireworks adhered to?

Comments:



YES NO N/A

6. Are firework storage areas clean, orderly, and free of accumulation of dust or rubbish?

Comments:

7. Are storage areas secured to prevent unauthorized entry?

Comments:

8. Is smoking prohibited and "No Smoking" signs posted in the vicinity of storage and discharge areas? Are other ignition sources removed?

Comments:

9. Are portable fire extinguishers and other firefighting and emergency equipment available?

Comments:

10. Have safe distances between discharge areas/landing areas and spectator viewing areas been established?

Comments:

11. Have the discharge site, spectator viewing areas, parking areas, and landing areas been inspected for potential fire hazards and other unsafe conditions?

Comments:

12. Are spectators, vehicles, and combustible materials located away from land areas during the display?

Comments:



YES NO N/A

13. Are monitors provided to keep the public away from discharge and landing areas?

Comments:

14. Are lines of authority clear and policies established for postponing or canceling firework displays in the event of high winds, inclement weather, etc.?

Comments:

15. Are display operators trained and licensed in accordance with applicable laws?

Comments:

16. Are the discharge and landing areas inspected immediately after the display and the next day to find and remove unexploded shells?

Comments

SPECIAL EVENTS LIABILITIES CHECKLIST

Food and Beverage Concessions

YES NO N/A

1. Have health and sanitation inspections been conducted by the local health department?

Comments:

2. Will food service activities be monitored throughout the event?

Comments:

3. Have vendors completed all waiver and insurance requirements, including providing a certificate of insurance?

Comments:

4. Have food service policies been established regarding eating, drinking beverages, smoking, attire, grooming, illnesses, and hygiene?

Comments:

5. Is regular cleanup scheduled for food service and preparation areas?

Comments:



YES NO N/A

6. Is there a refuse disposal plan to inspect, empty, and transport refuse containers on a predetermined schedule?

Comments:

7. Are notices of proper handwashing requirements posted in public and personnel washrooms?

Comments:

8. If vehicles are used to transport food, have they been inspected by the health inspector?

Comments:

9. For outdoor cooking with open flames, are the local fire department regulations being followed?

Comments:

10. Are propane cylinders used for cooking properly secured?

Comments:

11. Are cooking areas separated from serving areas to reduce collision hazards?

Comments:

12. Have cash handling procedures been established if food is sold?

Comments:

13. Have communication methods been established between food service areas and security to reduce disturbances?

Comments:



YES NO N/A

14. Have personnel been trained to deal with frustrated individuals due to potentially long lines?

Comments:

15. Have applicable business/sales tax licenses been obtained?

Comments:

16. Are electrical cords and water lines to food vendors routed away from walkways and guarded to prevent tripping hazards?

Comments:



SPECIAL EVENTS LIABILITIES CHECKLIST

Horse Shows

YES NO N/A

1. Is there barrier/fencing that segregates the crowd from the animal event?

Comments:

2. Is spectator/event separation monitored by security?

Comments:

3. Is temporary electrical service in stable area installed by licensed electrician?

Comments:

4. Is temporary electrical service inspected by code enforcement?

Comments:

5. Are open flames, smoking, and temporary heating devices prohibited in stable area?

Comments:

6. Is fire watch provided through the duration of stable occupancy?

Comments:



YES NO N/A

7. Are fire access routes maintained and sufficient exits available and unobstructed?

Comments:

8. Is security necessary to protect high-value animals from theft, intentional injury, or other harm?

Comments:

SPECIAL EVENTS LIABILITIES CHECKLIST

Insurance

Public Entity Sponsored Events

YES NO N/A

1. Is this event usual to public entity operations? If not, have you contacted your insurance representative regarding special events coverage?

Comments:

2. Have you considered other issues that might make special events coverages desirable, such as a high deductible on your general liability coverage, or the desirability of segregating special events exposures from your general loss exposures?

Comments:

3. Have you checked on any applicable coverage exclusions?

Comments:

Insurance Requirements of Others

4. Have you required adequate limits of insurance from other organizations, vendors, contractors, and performers that would be using your facilities?

Comments:

5. Has the public entity been named as an additional insured on the other organization's policy?

Comments:



YES NO N/A

6. Has proof of additional insured status been provided by a certificate of insurance policy endorsement or broker confirmation letter?

Comments:

7. Have you requested a certified copy of the policy (or at least a specimen) and reviewed it, particularly the exclusions?

Comments:

8. Have you ensured that the event sponsor provides the city with hold harmless indemnification and defense agreement in favor of the city?

Comments:

9. Has the event sponsor provided a certificate of insurance with city stated as insured? (Minimum limits of \$1,000,000 per occurrence/\$1,000,000 aggregate.)

Comments:



SPECIAL EVENTS LIABILITIES CHECKLIST

Marathons, Walkathons, Triathalons, and Bicycle Events

	YES	NO	N/A
1. Have all participants signed liability waivers to participate? (See Appendix for sample.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			
2. Have minor children's waivers been signed by parent/guardian?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			
3. Is a route map published prior to the event?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			
4. Is a route map given to participants?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			
5. Is the event course inspected before the race and repairs made as needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			
6. Is the event course clearly marked for participants?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			
7. Are traffic and road closure plans written and mapped?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			



YES NO N/A

8 Are road closures/barricades checked before and during event?

Comments:

9. Are emergency medical and other services available?

Comments:

10. Did event sponsor provide the city with hold harmless indemnification defense agreement in favor of the city?

Comments:

11. Has event sponsor provided a certificate of insurance with city named as insured? (Minimum limits of \$1,000,000 per occurrence/\$1,000,000 aggregate.)

Comments:



SPECIAL EVENTS LIABILITIES CHECKLIST

Medical and First Aid

YES NO N/A

1. Have potential hazards based upon the activities and type of crowd been assessed?

Comments:

2. Has a physician evaluated potential medical needs for the event?

Comments:

3. Are the availability and qualifications of medical personnel adequate for the expected crowd?

Comments:

4. Do written medical plans exist for minor and major incidents?

Comments:

5. Is there coordination between the medical staff, security, local police, and fire departments?

Comments:

6. Has the proper jurisdiction for emergency medical service been notified to ensure service?

Comments:



YES NO N/A

7. If mass injuries, has a chain of command been established to coordinate various agencies and jurisdictions?

Comments:

8. Have hospitals in the area been notified of the event to allow them to prepare for mass injuries?

Comments:

9. Are highly visible medical teams properly stationed before, during, and after the event?

Comments:

10. Is information regarding first aid stations in handout literature?

Comments:

11. Are maps or diagrams available to medical personnel for responding to injuries and illnesses?

Comments:

12. Have procedures been established for determining when ambulances will be called or available on-site?

Comments:

13. Are emergency routes identified and established so that all areas can be reached by vehicles?

Comments:



YES NO N/A

14. Are specified ambulances designated for the event which will not be used for other calls?

Comments:

15. Have landing sites been identified if a helicopter emergency transport is necessary?

Comments:

16. Is there a need for special electrical power, water, lighting, air conditioning, or heating at medical stations?

Comments:

17. Is there a policy regarding dispensing of prescription and nonprescription medicines?

Comments:

18. Do people providing first aid and CPR have valid certifications?

Comments:

19. Is a medical treatment form completed for all injuries?

Comments:

20. Is a cooling tent available for persons who have suffered from overexposure to the sun or heat?

Comments:



YES NO N/A

21. Is a log by patient, injury, illness, complaint, and time maintained?

Comments:

22. Where treatment is refused, is a signed refusal of treatment obtained?

Comments:

23. To assist communications, is a medical person at the command post?

Comments:

24. Is special security needed for the medical staff, medical stations, or storage of supplies?

Comments:

25. Are bloodborne pathogen policies followed to reduce exposures during treatment or cleanup?

Comments:

26. Is the event staff trained to maintain confidentiality and privacy concerning individuals' medical conditions?

Comments:



SPECIAL EVENTS LIABILITIES CHECKLIST

Parades

YES NO N/A

1. Has sponsoring organization provided the city with a certificate of insurance naming the city as insured with minimum limits of \$1,000,000 per occurrence/aggregate?

Comments:

2. Are organizations conducting high-risk activities such as vehicle demonstrations covered by insurance, and have they signed waivers of liability?

Comments:

3. Is a cooling tent available for persons who have suffered from overexposure to the sun or heat?

Comments:

4. Do marching bands and other walking groups provide water and assistance to heat-stressed members?

Comments:

5. Is participant selection based upon established criteria relating to time, place, and safety? Content of group's speech is not considered as a criteria (First Amendment violation).

Comments:



YES NO N/A

6. Are road closures and traffic control coordinated through police, public works, and the Kentucky Department of Transportation (if applicable)?

Comments:

7. Does the EMS/fire service have access to a preplanned parade venue and closed streets?

Comments:

8. Are parade entry/exhibit standards developed, posted, and enforced?

- Maximum height, width, and length
- No firearms
- No smoking or drinking on parade float
- No water balloons or water sprayed on parade viewers
- Candy is handed out, not thrown from float
- Float trailers with exposed wheels are prohibited

Comments:

9. Is a parade chart used to list and position each entry? Unregistered or "casual" parade entries are removed.

Comments:

10. Has a parade coordinator or designee inspected each parade entry for hazards and removed nonconforming entries?

Comments:



11. Horses and other animals.

- a. Are horse entries separated from loud music or noise-producing groups?
- b. Is the horse staging area away from other parade attendees and noise?
- c. Is there a designated coordinator who will bring animals and riders/wagons into parade at appropriate time?
- d. Has a manure management system been provided?

Comments:

12. Maintenance and inspection. Prior to the event, has the following been addressed:

Inspect route, document and repair hazards such as broken sidewalks, loose meter lids, curbing, water gate valves, etc; flag or barricade hazards that cannot be repaired prior to event.

Comments

SPECIAL EVENTS LIABILITIES CHECKLIST

Parking and Traffic Control

YES NO N/A

1. Have the number of needed parking spaces been estimated? (Divide the estimated number of expected attendance by 2.0-2.5 people per car.)

Comments:

2. Has consideration been given to pedestrian walkways, traffic patterns, and emergency access?

Comments:

3. Have designated times for parking lot opening and closing been established?

Comments:

4. Is parking for emergency vehicles established at predetermined sites?

Comments:

5. Is security adequate for parking lots and walking areas? (Parking attendants are not security officers.)

Comments:



YES NO N/A

6. Has adequate and designated parking been established for staff, VIPs, media, buses, and service vehicles?

Comments:

7. Are there sufficient handicapped spaces and is access to these areas permitted only with handicapped parking stickers or tags?

Comments:

8. Are parking lots marked for identification to aid people in finding their vehicles?

Comments:

9. Are there any restrictions regarding outdoor cooking, alcohol consumption, and parties in areas where recreational vehicles may stay before or after an event?

Comments:

10. Has information on parking laws and regulations from traffic, fire, and police departments been obtained and evaluated?

Comments:

11. Do contracts exist for the use of parking lots - specifying liability, cleanup, and security responsibilities?

Comments:



YES NO N/A

12. If the entity must pay for the parking areas, will sufficient fees be charged to cover the cost?

Comments:

13. Is a site evaluation conducted to the parking areas?

Comments:

14. If parking may overflow into the streets, have affected neighborhoods been informed and appropriate plans made?

Comments:

15. Is traffic flow into and from parking lots arranged so that it does not impede normal traffic lanes?

Comments:

16. Will vehicles be towed, and if so, are written policies established and signs posted?

Comments:

17. Has the public been informed of parking hours and lot locations through the media or advertising?

Comments:

18. Are cash handling procedures in parking areas established to reduce robbery or theft?

Comments:



YES NO N/A

19. Have plans been made for restoring or repairing parking lots to their pre-event conditions?

Comments:

20. If parking activities will occur after sundown, are parking areas adequately lit?

Comments:

21. Are parking attendants equipped with reflective vests and flashlights for nighttime parking activities?

Comments:



SPECIAL EVENTS LIABILITIES CHECKLIST

Permits and Licenses

YES NO N/A

1. If a public facility, such as a street, building, park, etc., will be used or occupied by another party to conduct a special event, have the appropriate permits, short-term rental agreements, and/or licenses been sought and obtained?

Comments:

2. If food will be served at the event, has the server complied with any applicable state or county food service handling requirements?

Comments:

3. If liquor will be served at the event, has the server obtained any applicable special events liquor permits from the state and local liquor licensing authorities?

Comments:

4. If any retail sales of tangible personal property will be made, has the seller obtained any necessary state and local tax licenses and local business licenses?

Comments:

5. If tickets will be sold for an event, has the seller obtained any applicable local admissions tax licenses?

Comments:



YES NO N/A

6. If amusement or carnival rides, or bungee jumping operations are involved, has the owner/operator complied with applicable state registration requirements, and any applicable local licensing requirements?
Contact: Kentucky Department of Agriculture at 502-573-0282.

Comments:

7. If fireworks displays are involved, has the operator complied with applicable state regulations, with the Uniform Fire Code, or equivalent local requirements?
Contact: Kentucky State Fire Marshall at 502-573-0364.

Comments:

SPECIAL EVENTS LIABILITIES CHECKLIST

Sanitation

YES NO N/A

1. Was a pre-event evaluation conducted to determine sanitation needs?

Comments:

2. Have written procedures and schedules been established before, during, and after the event for proper sanitation and maintenance?

Comments:

3. For contracted sanitation activities, are proper contracts established?

Comments:

4. Do contractors have adequate insurance?

Comments:

5. Is communication equipment available to call for emergency cleanup if needed?

Comments:

6. Have special supplies and equipment been arranged?

Comments:



YES NO N/A

7. Will a documented inspection of the facility be conducted after the event to identify conditions needing repair?

Comments:

8. Have specific activities and schedules been established regarding sweeping, mopping, emptying trash, disinfecting, restocking, or removing snow and ice at restrooms and designated locations?

Comments:

9. If volunteers are used for cleanup, have they been trained in safe lifting techniques and are they provided with necessary personal protective equipment?

Comments:

10. Have maintenance personnel been trained to keep emergency access and exits clear of trash, waste containers, and cleaning equipment?

Comments:

11. Is there a sufficient number of restrooms present and of the correct ratio to comply with applicable health standards?

Comments:

12. Are restrooms adequately located and easy to find?

Comments:



YES NO N/A

13. Are restrooms accessible to persons with disabilities?

Comments:

14. Are portable signs such as “wet floors” or “please use trash containers” used to post hazardous conditions or help maintain clean conditions?

Comments:



SPECIAL EVENTS LIABILITIES CHECKLIST

Security

YES NO N/A

Security Plan

1. Is there an event-specific written security plan?

Comments:

2. Does the plan include provisions for foreseeable incidents such as bomb threats, alcohol-related problems, gangs, vandalism, parking problems, crowd control, riots, fire, demonstrations, robbery, mass injuries, and emergency evacuation?

Comments:

3. Is the number of security personnel needed for the event specified?

Comments:

4. Does the plan have selection, training, job requirements, and supervision provisions for security guards?

Comments:

5. Does security personnel have a map of the event layout and parking areas?

Comments:



YES NO N/A

6. Do all security personnel have access to radio communication?

Comments:

7. Is security transportation needed for large events? If so, are there policies regarding use of vehicles on the event grounds?

Comments:

8. Are security personnel highly visible and identifiable?

Comments:

Private Security

9. If private security is used, has a proper contract been established with insurance provisions, licensing requirements, and references checked?

Comments:

10. Does the security company have experience in handling special events, particularly this type of event?

Comments:

11. Has a copy of the security company's policy and procedures manual been reviewed?

Comments:



YES NO N/A

Law Enforcement

12. Are organizers of nonpublic entity-sponsored events billed for police protection?

Comments:

13. Are law enforcement officers trained in dealing with crowd behavior?

Comments:

14. Are officers aware of the schedule for events, which might involve firearms such as starting guns or loud noises such as fireworks?

Comments:

15. Are mutual aid agreements in place for additional security if needed?

Comments:

16. Are firearms only carried by law enforcement officers and not other security?

Comments:

Security Equipment

17. Is special security equipment needed such as monitors, lighting, barricades, alarms, or special detection equipment?

Comments:



Command Post

18. Is there a security position at the command center where communications for security personnel can be monitored?

Comments:

19. Is an emergency backup communication system established?

Comments:

20. Is the command post close to the event but separated from hazardous areas?

Comments:

21. Are representatives from each major group such as organizers, security, medical, and transportation stationed at the command center?

Comments:

22. Has a chain of command been established?

Comments:

23. Are incidents reported to the command center? Are incident logs maintained?

Comments:

Cash Collection

24. Is there a plan for collecting cash, limiting amounts on-site, and transporting it to a safe location?

Comments:

25. Are cash collection sites identified on the site plan?

Comments:

26. If volunteers are used, have they been carefully screened with background checks if necessary?

Comments:

27. Are people responsible for cash handling bonded or closely supervised?

Comments:

28. Are armed guards used to transport cash?

Comments:

29. Is cash immediately counted and recorded by location when received at the secured location?

Comments:

SPECIAL EVENTS LIABILITIES CHECKLIST

Site Safety – Indoor Events

YES NO N/A

1. Are indoor facilities inspected prior to the event to detect and eliminate unsafe conditions?

Comments:

2. Will qualified personnel be available during the event to evaluate and correct unsafe conditions?

Comments:

3. Are emergency lights, fire and smoke alarms, sprinkler systems, and fire extinguishers in proper working condition?

Comments:

4. Have evacuation plans been established and reviewed with key event personnel?

Comments:

5. Are means of egress unobstructed and inspected prior to and at the time of the event?

Comments:

6. Are exits properly signed, illuminated, and unobstructed?

Comments:



YES NO N/A

7. Has the maximum occupancy load been determined? Have policies and procedures been established so the maximum occupancy load is not exceeded?

Comments:

8. Are floors free of uneven surfaces, cracks, holes, or slippery spots where people can slip, trip, and fall?

Comments:

9. Is lighting in aisles, hallways, corridors, and event-activity areas adequate?

Comments:

10. Is electrical equipment of sufficient capacity free from defects and secured from general public access?

Comments:

11. Are extension cords free from defects, equipped with ground prongs, and situated so they don't present a tripping hazard?

Comments:

12. Is seating free from defects and properly installed?

Comments:

13. Are bleachers installed by a qualified person and equipped with side and back rails?

Comments:



YES NO N/A

14. Are stages free from hazards?

Comments:

15. Will security and/or barricades need to be provided to separate the audience from performers?

Comments:

16. Are there any hazardous operations (spray painting, construction areas, machinery, etc.) that need to be ceased during the event or secured from general public access?

Comments:



SPECIAL EVENTS LIABILITIES CHECKLIST

Site Safety – Outdoor Events

YES NO N/A

1. Are outdoor areas inspected prior to the event to detect and eliminate unsafe conditions?

Comments:

2. Will qualified personnel be available during the event to evaluate and correct unsafe conditions?

Comments:

3. Have evacuation plans been established and reviewed with key event personnel?

Comments:

4. Have plans been developed to ensure adequate exits, aisles, and means of egress and access of emergency vehicles?

Comments:

5. Are entrances, exits, and fire lanes adequately marked?

Comments:

6. Are well-placed and visible signs used to mark first aid stations, information areas, restrooms, food services, vehicle directions, parking areas, restricted areas, and security offices?

Comments:



YES NO N/A

7. Is an adequate amount and type of firefighting equipment (fire extinguishers, hydrants, etc.) available?

Comments:

8. Is electrical equipment of sufficient capacity free from defects and secured from general public access?

Comments:

9. Are there a sufficient number of electrical outlets so they are not overloaded?

Comments:

10. Are temporary structures and event activities kept clear of overhead power lines?

Comments:

11. Are extension cords free from defects, equipped with ground prongs, and situated so they don't present a tripping hazard? Are they protected from water and other liquids?

Comments:

12. Are all temporary circuits protected by Ground Fault Circuit Interrupters (GFCI)?

Comments:

13. Are utility companies contacted to locate underground utilities before digging?

Comments:



YES NO N/A

14. For night events, is there adequate lighting for restrooms, concessions, parking, and event activities?

Comments:

15. Are walking surfaces free from obvious fall hazards such as holes, guy wires, cords, power cables, uneven surfaces, etc.?

Comments:

16. Is temporary seating free from defects and properly installed?

Comments:

17. Are bleachers installed by a qualified person and equipped with side and back rails?

Comments:

18. Are stages free from recognized hazards?

Comments:

19. Will security and/or barricades need to be provided to separate the audience from on-stage performers?

Comments:

20. Is scaffolding erected by qualified persons? Are measures taken to keep the general public off scaffolding equipment?

Comments:



YES NO N/A

21. Are tents and booths installed by qualified persons? Do they have adequate insurance, and have they named the public entity as an additional insured? Are tents and booths adequately installed to withstand high winds and inclement weather, and in compliance with applicable codes? Are guy wires and stakes marked or protected to prevent injury to the general public?
-

Comments:

22. Are flammable liquids and gases secured from public access, and separated from ignition sources and combustible materials? Are "No Smoking" signs posted?
-

Comments:

23. Are pesticides available to spray trash receptacles for bees, wasps, and other insects?
-

Comments:

24. Are there any other man-made hazards (construction areas, bridges, manholes, displays, etc.) that need to be patrolled, secured, and/or signed to prevent general public access?
-

Comments:

25. Are there any natural hazards (cliffs, rivers, streams, etc.) that need to be barricaded, patrolled, and/or signed to prevent general public access?
-

Comments:



SPECIAL EVENTS LIABILITIES CHECKLIST

Vehicle Safety

YES NO N/A

1. Will vehicles be allowed on the event site?

Comments:

2. Are vehicles limited only to predetermined areas or for authorized emergency access?

Comments:

3. Are special passes used to control vehicle access?

Comments:

4. Has proof of insurance with adequate limits been verified for all vehicles which will be used?

Comments:

5. Do drivers have established routes when transporting individuals from parking lots?

Comments:

6. Are transport vehicles accessible to persons with disabilities?

Comments:



YES NO N/A

Drivers

7. If volunteers will be operating vehicles, do they have the appropriate licenses?

Comments:

8. Have motor vehicle records been reviewed for vehicle operators?

Comments:

9. Have drivers been trained in transportation rules and procedures?

Comments:

Vehicle Inspections

10. Have all vehicles been given a documented inspection for unsafe conditions? If so, have defects been corrected?

Comments:

11. Are vehicles equipped with seat belts?

Comments:

12. Is each vehicle equipped with the necessary safety equipment?

Comments:

Accident Reporting

13. Do drivers know the proper procedures to follow in the event of an accident?

Comments:

14. Are accident reporting kits in each vehicle?

Comments:



SPECIAL EVENTS LIABILITIES CHECKLIST
Volunteers and Event Participants

YES NO N/A

1. Are volunteers qualified to perform the tasks they are assigned?

Comments:

2. Are volunteers trained to perform their assigned tasks in a safe manner?

Comments:

3. Will volunteers be supervised to ensure they are performing their tasks safely?

Comments:

4. Will volunteers be driving a vehicle for the event? If yes, have you checked their motor vehicle records?

Comments:

5. If volunteers are driving their own vehicles during the event, have you required proof of their personal automobile insurance? Are their limits of insurance adequate?

Comments:



YES NO N/A

6. If volunteers are driving public entity vehicles, do they have appropriate licenses?

Comments:

7. Are volunteers trained to operate the types of vehicles being provided?

Comments:

8. Are policies in place to handle injuries to volunteers?

Comments:

9. Are you depending on volunteers' personal medical insurance? If yes, have you required proof of coverage?

Comments:

10. Are you requiring volunteers to sign waivers and releases of liability prior to working on your behalf?

Comments:

Event Participants

11. Do you have persons participating in high-risk activities (such as sports or rodeo activities)?

Comments:

12. Do you require all participants to sign waivers and releases of liability prior to the activity?

Comments:



APPENDICES



Safety Scene

Special Events Liabilities

Successful Special Events Planning

Local governments have enjoyed an increase in special events such as festivals, fairs, parades, races, and other mass gatherings over the past several years. When managed properly, these events can increase the sense of community among citizens of the localities and become an attraction to tourists. Unfortunately, there has been an increase in instances where persons are claiming injuries during the participation in, or attendance at special events whereby generating more claims for compensation and lawsuits seeking damages. Localities need to take specific actions toward eliminating those liabilities that are allowing lawsuits to occur.

Municipal Planned Events

Many events are the cooperative effort of a local government and several groups in the community. All parties should be invited to contribute to foster a spirit of cooperation to support the success of the event. Such events should have a lead organization of planners and coordinators. All parties should provide evidence of general liability insurance.

The event should be carefully planned well in advance of the actual event date.

Planning meetings with all involved (including all affected outside parties) will help assure that all aspects are covered to include all

contingencies. Meetings should be documented and minutes distributed to all involved to assure agreement and eventual completion of all directed tasks. In addition to pre-event planning, checklists should be developed and used to determine if certain policies, procedures, and loss exposures have been addressed.

Contract Out the Event

To minimize or control liability exposure to the locality, contract as much as possible to an independent party such as an event coordinator or contractor. By doing so, the locality is generally not liable for negligence of the independent party.

Avoid hiring or assigning the special event to an independent party, and then retaining the power to control specific details of the planning and work. Agree with the independent party on the goals of the event and the specific items you want to include but leave the independent party the discretion to decide the specifics of how to accomplish those goals.

It is important to note that contracting with an independent party will not relieve a local government of all of its responsibilities. Localities that allow events to occur on their property may be held liable for any injuries arising from the condition of the property.



A locality should abate known hazards on property owned and maintained by the locality prior to the event occurrence.

NonMunicipal Events

Event sponsors and promoters should provide certificates of insurance with the locality named as the additional insured.

A special event policy should be implemented to set forth guidelines for those events sponsored by groups other than the locality. Such a policy should guide these groups and assist the locality in determining the feasibility of an event based on local government service demands.

Use Indemnification Agreements

Implementing an indemnification agreement between the locality and third party will help the locality avoid liability for injuries suffered as a result of the event. When public land is leased or offered to a third party for an event, the lease should not contain any warranty of the land or agreement to repair on behalf of the government lessor.

Use Waivers or Pre-Event Releases

Waivers or pre-event releases advise and/or enhance a participant's assumption of the specific risks involved with the event of which they are participating. Although past court decisions have not always held up their validity, waivers/releases should still be used. Lawsuits arising out of high-risk events such as triathlons or other races can be better defended when the party filing the suit was effectively put on notice of the risks they face while participating.

Conclusion

Special events must be managed with the safety and health of the participants in mind, the

protection of public property considered, and the impact of non-participating citizens minimized. Departments within a locality must work together to eliminate liabilities arising out of special events. Proper guidance and risk control procedures can reduce the likelihood, as well as the severity of incidents that may occur. For further information please contact the Kentucky League of Cities Insurance Services at 1-800-876-4552.

(City Name) POLICY GOVERNING SPECIAL EVENTS -AND- APPLICATION

Read this policy carefully and completely answer every item in the attached application.

This document sets forth guidelines for the implementation of a Special Events Policy by (City). It defines, categorizes, and sets a fee structure for special events.

Purpose

It is the purpose of this policy to regulate special events held in (City) so that such events can occur with the safety and health of the participants in mind, the protection of public property considered, and the impact of the event on non-participating citizens minimized. A corollary purpose to this policy is to ensure that those who benefit from an event bear the costs of the event. The purpose is to include special demands on (City) services.

Criteria for Evaluating and Scheduling Special Events

(City) shall have the sole authority to determine whether or not a particular applicant shall be entitled to hold a special event. (City) shall also take into account the frequency with which such events are held and the convenience of the public in relation thereto.

(City) will also consider:

How well the applicant, insofar as it can be determined, appears capable or incapable of executing the planned special event.

Whether any inconvenience which may be suffered by the general public is outweighed by the potential benefit to the community as a whole.

Whether budgetary considerations at the time of the application create such a heavy burden upon (City) financial and/or human resources that it would not be practical to hold the proposed special event at the time requested.

Whether the holding of the special event as planned would create an undue burden upon the manpower resources of (City), and whether the health and safety of the public would be compromised.

In addition to the criteria above, (City) shall take into account the following considerations:

- The extent to which the event contributes to the promotion of tourism.
- The extent to which the event contributes to economic revitalization and/or development.
- The extent to which the event increases cultural programming available to residents of the area.

Special Event Applications

Parties who wish to make a request to hold a special event should contact (Person or Title) during office hours to review and complete a Special Event Policy/Application Form. The completed request form can be submitted to (Person or Title) no more than (# of days or hours) prior to the requested date. (City) Special Events Committee is responsible for reviewing applications.

Applications will be accepted on a first-come, first-served basis. However, returning events have (#days) days from the last day of that event to submit their application for the following year's adjusted dates. After (#days) days, all events may be scheduled on a first-come, first-served basis, regardless of past use.

It is recognized that circumstances surrounding requests for special events may require varying amounts of attention, time, and effort devoted to the process and procedure of approving or denying the request. Therefore, it is understood that every effort will be made by the Special Events Committee to respond and make a decision on a request within a reasonable period of time. It is also expected that the party making the request will anticipate a reasonable length of lead time that may be required to make a final decision.

When two or more parties make a request for the same area on the same date, a compromise agreement between the parties will be attempted. In the case where a conflict cannot be resolved, the final determination for granting a special event request remains with the Special Events Committee.

The applicant should specify any service, material, or property that is expected to be provided by (City). Special events will be limited to (City) property that can accommodate the event. Event holders who wish to use other (City) property must file a detailed event plan including a map for the event. (Member should provide a map of areas where events can be held.)

Application Review

When the applicant submits an application, affected departments forming the Special Events Committee will review the application to determine the impact the event will have on each department and the public. The committee will determine if special services will be required, and what additional licenses and permits are needed.

If an event is considered closed to the public or if streets will be closed, the Special Events Committee may request the sponsor contact neighboring residents for input.

The following departments will be a part of the Special Events Committee and will review all applications:

Member should list those departments that will be a part of the review process here. It is also recommended to describe some basic items each department will be looking at during their review.

For classification purposes, (City) shall review the application using the following criteria.

The anticipated amount of extra personnel hours which shall be required to be furnished by (City) to accomplish the necessary public safety and sanitation components of the special event; technical assistance required from (City) employees (other than the services of the Special Events Committee).

The anticipated number of persons attending the event over the entire period of the special event.

Fees and Charges

Each department will review the application and determine what (City) services, property, permits, and licenses will be necessary to assure the event will be held with the health and safety of all protected.

- Service Charges - Each department will determine what services will be provided by (City) personnel to meet the purpose and intent of this policy and recommend a cost/service charge on the application.
- Rental Charges - Each department will determine what (City) property is being requested by the applicant and recommend a cost/rental charge on the application.
- Regulatory Fees - Each department will determine what license, permit, and inspection fees will be necessary to approve the event and recommend a cost on the application.

Deposits

A security deposit/bond may be required by the Special Events Committee, to be paid by the party for special event requests. The amount of deposit, if required, will be determined by the attendance at the special event, the area involved, the nature of the event, and the potential for damage or other liability to (City). A deposit/bond in the amount specified by the Special Events Committee must be filed with (City) at least ten (10) days prior to the event.

The party shall be held responsible if the area used is not left in the same condition at the end of the special event as it was found to be at the beginning. The area used for the special event shall be inspected following the event.

If for any reason there is damage to any part of the area which was reserved for the special event, or damage to another area as a direct result of the event, the extent of damage shall be determined and the dollar amount for any repair or replacement will be deducted from the deposit/bond paid by the party. If the cleanup involves (City) staff, a restitution fee shall be assessed.

In any or all cases, if the amount of damage, extra cleanup required, and/or costs for services furnished by (City) exceeds the deposit paid, the party shall be billed for the balance, to be paid in full no more than (#days) days from the billing date. If payment is not received from the party within that time, all future special event requests will be denied until such time as payment is received and, in addition, (City) may take legal action to recover costs, including attorney's fees. This provision shall also apply in the case where the party is not required to pay a security deposit for the special event.

The security deposit may be kept by (City) when the Special Event Committee has found that the event holder significantly deviated from the event plan submitted by the holder and approved by (City). When the violation is deemed sufficiently serious, the Special Event Committee can refuse to allow the event holder to retain the event dates the following year.

Application Approval/Denial Notification

The Special Events Committee shall notify the applicant(s) of approval or denial of all special event requests. If approved, the area will be reserved for the requested party's event, which may be exclusive.

If the Special Events Committee denies a request, the committee does so by exercising good judgment and in the best interest of (City). The party shall be notified, in writing, in case of a denial. Parties denied a request may appeal the denial to the (Person or Department Named).

All parties whose special event request has been approved shall abide by all local, state, and federal codes, regulations, laws, assume responsibility for their actions, and any consequence thereof, associated with the special event.

Insurance

Sponsors of special events must furnish a certificate of insurance on a general liability insurance policy, protecting (City) its officers, agents, elected officials and appointed officials, and employees from any and all claims which may result from or in connection to the special event. (City) must be named as an "Additional Insured" on the certificate. Sponsors must produce a copy of the policy with all endorsements. The (Person or Department Named) must receive the certificate at least ten (10) days prior to the special event. Limits of insurance are generally \$1,000,000 for death or bodily injury and property damage. Limits and types of insurance may change because of the different activities of each special event. Failure to timely produce a valid certificate of insurance naming the Member as an additional insured, will result in cancellation of the special event.

Cans, Coolers, and Bottles

It shall be at the discretion of the promoter/sponsor of a special event to allow the admittance of cans, coolers, and bottles into the area which has been reserved for that event.

Beer and Liquor Licenses

All persons obtaining permits for the sale of alcoholic beverages shall comply with all federal, state, and local laws. A certificate of insurance for host liquor liability shall be provided to the city. Certificate must show limits of no less than \$1,000,000 per occurrence/\$1,000,000 aggregate with the city name as insured.

Food Sales

The special event sponsor is responsible for ensuring that all food sales meet federal, state, and local health department requirements.

Vending

It is the responsibility of the sponsor of the event to select vendors. All vendors must be identified with uniform identification indicating that they are a part of the special event. Vendors shall have all the licenses necessary to operate, and those licenses shall be displayed.

Sanitation

The special event sponsor must make arrangements for the proper storage and cleanup of the special event site both during and after the special event. An unkept special event site can result in forfeiture of the event deposit/bond.

Security

A minimum amount of security or support staff shall be provided by (City) police officers and can be supplemented by other security and support staff. The appropriate number of both off-duty and on-duty officers shall be determined by the Special Events Committee and the police department in consultation with the special event sponsor. Any security personnel hired by the holder of the event will operate under the direction of the chief of police, or designee. A special event application will not be approved until a security plan has been finalized for the event.

Toilets

It is the responsibility of the sponsor to provide for an acceptable number of additional toilets on site during the special event.

Electricity

Any electrical requirements beyond those which already exist at the special event site must be provided by the event sponsor's own licensed electrician. All additional electrical work on-site must be approved by the (Person or Department Name) for compliance with (City) codes. Specific requirements for the use of electricity must be submitted and approved at the time of application for a special event.

Music and Entertainment

Events planning entertainment which will require sound amplification must review (City) ordinance pertaining to noise variances. This information can be obtained from the (Person or Department Name).

Parking

No vehicles or heavy equipment may be parked on the grass areas within public parks within the (Event Site).

Tents

Approval from the Special Events Committee is required for the erection of a tent on public property.

Street Closings

Streets in (Member) may only be closed with the specific review and approval of the (Person or Department Name).

Banner Installation

Events desiring to hang banners, (City) shall contact (Person or Department Name). A company contracted to provide banner installation and all costs for banner installation will be the responsibility of the sponsor.

General

Any conditions not met as set out in the approval of the application will be grounds for revocation of the permit by the Special Event Committee.

APPLICATION FORM

EVENT NAME _____

Purpose of Event _____

Organization/Sponsor Name _____
 Address _____
 Phone _____ Email _____

Applicant/Contact Name _____
 Address _____
 Phone _____ Email _____

Date of Actual Event _____ Time of Actual Event _____

Date of Setup _____ Time of Setup _____

Date of Cleanup Operations _____ Time of Cleanup Operations _____

Specific Location Event _____
 (Please attach site plan and/or map.) _____

- List any streets which may be closed, including specific dates and times and times of reopening.

Street	Date	Time	Date of Reopening	Time of Reopening



2. List projected number of persons attending the event; include basis for projection.

3. Will any temporary structures be built? Yes _____ No _____
If yes, describe in detail and include location.

4. Will any signs or pennants be hung? Yes _____ No _____
If yes, describe in detail and include location.

5. Will there be any entertainment or music? Yes _____ No _____
If yes, describe performance, times, and location.

6. Will additional utility services be used such as power and water beyond that which is available in the area? Yes _____ No _____
Describe in detail specific utilities and location. (Any additional utilities must be provided by the applicant.)

7. Is a parade planned in connection with the event? Yes _____ No _____
State details, time, anticipated crowd, and attach a map of route.

8. Are any street peddlers or vendors being planned? Yes _____ No _____
Describe in detail. _____

9. Are food sales planned? Yes _____ No _____ Describe in detail.
(Applicant should also contact the local health department for regulations governing food sales.)



10. Describe in detail how you plan to remove refuse and garbage.
(Applicant must also complete cleanup supplement for special events.)

11. Describe in detail how you plan to provide security.

12. Describe parking areas and available transportation modes to and from the event.

13. Will existing bathroom facilities be adequate? Describe plans to augment available sanitary facilities.

14. Do you plan to sell any beer, wine, or alcoholic beverages for public consumption?

a. List the beverages and vendors, together with the locations and times of sale.

Beverage _____	Location _____
Vendor _____	License _____
Time of Sale _____	

Beverage _____	Location _____
Vendor _____	License _____
Time of Sale _____	

Beverage _____	Location _____
Vendor _____	License _____
Time of Sale _____	

b. List any license presently held. Provide evidence of liquor liability insurance to the city.



15. Explain the proposed controls for the sale of alcohol beverages where minors may be present.

16. Do you plan to publicize the event? Yes _____ No _____
If yes, attach publicity plans.

17. Do you plan a fireworks display? If yes, specify.

Date _____

Time _____

Location _____

Vendor _____

Approval of this application will reserve for the applicant the requested event date/place providing all requirements outlined in this policy are met. If the special event request is approved, the sponsor shall assume full responsibility for compliance with all conditions, fees, and charges and further agrees to pay any cost associated with damage to (City) property, lost barricades/signs, cleanup by (City) crews, or any other additional (City) expense caused by this event, over and above the security deposit.

Applicant's Signature _____ Date _____

RETURN COMPLETED APPLICATION TO

Person or Department

() Approved () Denied

Authorized Signature _____ Date _____



Special Events Liabilities Information Sheet

Name of Event _____ Date(s) of Event _____

Entity _____ Event Coordinator _____

Starting Time of Event _____ Ending Time of Event _____

Location of Event _____ Estimated Attendance _____

Contacts	
Event Sponsor/Promoter(s) _____	Phone _____
Facility Maintenance Contact _____	Phone _____
Fire Department Contact _____	Phone _____
Police Department/ Security Contact _____	Phone _____
Medical Response/ Ambulance Contact _____	Phone _____
Utility Company Contact(s) _____	Phone _____
Parking & Traffic Control Contact _____	Phone _____
Designated Media Spokesperson _____	Phone _____
Local Health Department Contact _____	Phone _____

Over



Contacts

Property/Liability Insurer	_____	
Contact	_____	Phone _____
Special Events Liabilities	_____	
Coverage Insurer	_____	
Contact	_____	Phone _____
Workers' Compensation	_____	
Insurer	_____	
Contact	_____	Phone _____
Claims Adjuster Company	_____	
Contact	_____	Phone _____



TEMPORARY BLOCK CLOSURE/LIVE MUSIC APPLICATION

Event Description _____

Date of Event _____ Day of Week _____

Proposed Start _____ Proposed Finish Time _____

Street Proposed to be Closed at _____

Applicant _____ Home Phone _____

Home Address _____ City/State _____ Zip _____

Business Address _____ Business Phone _____

Estimated Number of Participants at the Event _____

Will live music or other amplified sound be provided? Yes _____ No _____

If yes, what type? Live Band Loud Speakers/Public Address System

Other (describe) _____

Number of Members in Band _____

Instruments to be Played and Amplication Methods _____

Start Time of Music _____ Finish Time of Music _____

Describe Proposed Crowd Control Methods _____

Attach a description and diagram of the structure or property where the performance will occur, including dimensions, location of entrances and exits, parking facilities, and restroom facilities.

Applicant agrees to comply with all of the terms, conditions, and stipulations of this permit, all ordinances of the _____ and all other applicable laws, and understands that failure to comply will result in immediate revocation of this permit.

Signature _____ Date _____



APPROVAL/CONDITIONS

Obtain barricades from a barricade company for all approved street closures. If event occurs or continues after sunset, all barricades must be equipped with lights.

Adequate crowd control including ingress and egress control, noise control, restroom facilities, space for anticipated number of participants, and parking are all the responsibility of the applicant.

Special terms/conditions/stipulations _____

The above listed application is approved, subject to all terms, conditions, and stipulations stated above.

Official's Signature

Date

RETAIN THIS PERMIT FOR INSPECTION.



AGREEMENT TO PERMIT INSTALLATION OF PORTABLE STAGE ON (MEMBER) PROPERTY FOR SPECIAL EVENT

This Agreement is made and entered into this _____ day of _____, 20____, by and between (Member), whose address is _____, (City) _____, (Zip Code) _____. (3rd Party) _____ whose address is _____.

A. (Member) agrees to install, and to permit the use by (3rd Party) _____ of a portable stage at the following date, location, and event:

Date _____
Location _____
Event _____
Sponsored by _____ (3rd Party)

B. _____ (3rd Party) agrees to furnish to the (Member) a security deposit of \$_____, and agrees to permit the (Member) to withhold from said sum any amounts incurred by the (Member) as a result of any damage to property of the (Member)_____, or as a result of any failure by _____ (3rd Party) to comply with any provision of this Agreement. If such amounts incurred are in excess of the security deposit, _____ (3rd Party) agrees to pay such excess amounts within thirty (30) days of billing by (Member). (Member) agrees to return any unused portion of the security deposit to _____ (3rd Party) following the completion of the event.

C. _____ (3rd Party) agrees to inspect the stage, to supervise the use of the stage at all times, and to take such other actions to ensure the safety of all persons in, on, around, or near the stage at all times.

D. _____ (3rd Party) agrees to defend, indemnify, and hold harmless (Member), and its officers and its employees, from and against all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, including property damage to or destruction of the stage, or any other property damage of whatsoever nature to the property of (Member) or of any other person, and for any personal injury, which arise out of or are in any manner connected with the _____ (3rd Party's) use of the stage as provided in this Agreement, and/or the event on the stage, including, but not limited to any claim regarding the act, omission, or other fault of _____ (3rd Party), any contractor _____ or subcontractor of _____ (3rd Party), or any officer, employee, volunteer, member, or agent of _____ (3rd Party) or of any contractor or subcontractor of _____ (3rd Party).



E. _____ (3rd Party) agrees to procure and maintain in force the following coverages, in addition to any other coverages required by law, at its own cost, during the term of this Agreement, and to require the same of each contractor and subcontractor of _____ (3rd Party) engaged by (3rd Party) in connection with the Event described above.

1. General Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each claim and ONE MILLION DOLLARS (\$1,000,000) aggregate.

The insurance shall cover or be endorsed to cover liability arising from the Event described above, and the liability assumed by _____ (3rd Party) pursuant to this Agreement. The policy shall include (Member), its officers, and its employees as additional insureds, with primary coverage as respects the same, and shall contain a severability of interests' provision. The policy shall not include any provision or endorsement which limits contractual liability.

2. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) per person in any one occurrence and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for two or more persons in any one occurrence, and Auto Property Damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of _____ (3rd Party's) owned, hired, or non-owned vehicles assigned to or used in the Event described above. The policy shall include (Member), its officers, and its employees as additional insureds, with primary coverage as respects the same, and shall contain a severability of interests' provision.
3. Workers' Compensation insurance as required by the Code of the Commonwealth of Kentucky and Employers Liability Insurance.

F. One or more certificates of additional insured shall be completed by (3rd Party's) insurance agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect shall be furnished to (Member) at least (45) days prior to the Event described above, and shall be subject to review and approval by (Member) prior to the commencement by (Member) of any (Member) obligations under the Agreement. Each certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least 30 days prior written notice has been given to (Member).

The completed certificate(s) of insurance shall be sent to: _____ (Member Employee Name), (Member), _____, KY, _____ (Zip Code).

G. Failure on the part of (3rd Party) to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which (Member) may immediately terminate this Agreement, or at its discretion (Member) may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the (Member) shall be repaid by _____ (3rd Party) to (Member) upon demand.



_____ (3rd Party) shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.

- H. (Member) reserves the right to request and receive a certified copy of any policy and any endorsement thereto. (Member) also reserves the right to request and receive from _____ (3rd Party) reports concerning the availability under any such policy of the aggregate amounts and other limits required under this Agreement, and concerning the erosion of any such aggregate or limit. (Member) further reserves the right to audit, at any time _____ (3rd Party's) records and those of any insurer of _____ (3rd Party) to verify that the required coverages, conditions, and minimum limits are in effect.
- I. All coverages shall be procured with forms and insurers acceptable to (Member). All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by _____ (3rd Party) pursuant to this Agreement. In the case of any claims-made policy, (Member) review is required and the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- J. Kentucky law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts, in connection with any dispute arising out of or in any matter connected with this Agreement.
- K. This Agreement may be amended only by the mutual written agreement of the parties.
- L. This Agreement contains all agreements, understandings, and arrangements between the parties, and no other such agreements, understandings, and arrangements exist.

IN WITNESS THEREOF, this Agreement is executed by (Member), acting by and through the undersigned, and by (3rd Party), acting by and through the undersigned, each of whom represents that he or she is properly authorized to bind the parties hereto, this _____ day of _____, 20____.

Member Name _____

3rd Party _____

By _____
Executive Officer

By _____



EVENT SPONSOR
RELEASE AND INDEMNIFICATION AGREEMENT

Member _____

THIS IS A RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT: SPECIAL EVENTS HOLDER MUST READ CAREFULLY BEFORE SIGNING.

In consideration for being permitted to engage in the following special events activities on (Member) property:

Special Events Holder hereby acknowledges, represents, and agrees as follows:

- A. We understand that the above-described activities are or may be dangerous and do or may involve risks of injury, loss, or damage to us and/or to third parties. We further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others.

Special Events Holder Initial Here _____

- B. If required by this paragraph, we agree to require each participant in our Special Event to execute a release and indemnification agreement for ourselves and for (Member), on a form approved by (Member).

PARTICIPANT RELEASE/INDEMNIFICATION REQUIRED YES NO

Special Events Holder Initial Here _____



- C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to (Member), for the duration of the above-described activities.

Special Events Holder Initial Here _____

- D. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, we hereby expressly assume all such risks of injury, loss, or damage to us or to any related third party, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of (Member), its officers, its employees, or by any other cause.

Special Events Holder Initial Here _____

- E. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, we further hereby exempt, release, and discharge (Member), its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage to us or to any third party, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of (Member), its officers, its employees, or by any other cause.

Special Events Holder Initial Here _____

- F. We further agree to defend, indemnify and hold harmless (Member), its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, court costs, and attorney's fees, including those arising from any third party claim asserted against (Member), its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above-described activities, whether or not caused by our act, omission, negligence, or other fault, or by the act, omission, negligence, or other fault of (Member), its officers, its employees, or by any other cause.

Special Events Holder Initial Here _____

- G. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, we hereby acknowledge and agree that said Agreement extends to all acts, omissions, negligence, or other fault of (Member), its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as is permitted by the laws of the state of Kentucky. If any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Special Events Holder Initial Here _____



H. We understand and agree that this RELEASE AND INDEMNIFICATION AGREEMENT shall be governed by the laws of the state of Kentucky, and that jurisdiction and venue for any suit or cause of action under this Agreement shall lie in the courts.

Special Events Holder Initial Here _____

I. This RELEASE AND INDEMNIFICATION AGREEMENT shall be effective as of the date or dates of the applicable Special Event, shall continue in full force until our responsibilities hereunder are fully discharged, and shall be binding upon us, our successors, representatives, heirs, executors, assigns, and transferees.

Special Events Holder Initial Here _____

IN WITNESS THEREOF, this RELEASE AND INDEMNIFICATION AGREEMENT is executed by the Special Events Holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Holder hereto.

Printed Name of Special Events Holder _____

Printed Name and Title of Person Signing on Behalf of Special Events Holder

Name _____

Title _____

Signature _____

Date _____



**PARTICIPANT
GENERAL RELEASE AND INDEMNIFICATION AGREEMENT**

- I. **RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT:** Participant and parent(s)/legal guardian(s), if applicable, must read carefully before signing.

In consideration for being permitted to engage in the following activities:

I hereby acknowledge, represent, and agree as follows:

- A. I understand that the above-described activities are or may be dangerous and do or may involve risks of injury, loss, or damage. I further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others.

Participant and parent/legal guardian, if applicable, initial here. _____

- B. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, I hereby expressly assume all such risks of injury, loss, or damage to me or to any related third party arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of (Member), its officers, its employees, or by any other cause.

Participant and parent/legal guardian, if applicable, initial here. _____

- C. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, I further hereby exempt, release, and discharge (Member), its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of (Member), its officers, its employees, or by any other cause.

Participant and parent/legal guardian, if applicable, initial here. _____



D. I further agree to defend, indemnify and hold harmless (Member), its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, including any third party claim asserted against (Member), its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above-described activities, whether or not caused by my act, omission, negligence, or other fault, or by the act, omission, negligence, or other fault of (Member), its officers, its employees, or by any other cause.

Participant and parent/legal guardian, if applicable, initial here. _____

E. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, I hereby acknowledge and agree that said Agreement extends to all acts, omissions, negligence, or other fault of (Member), its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as is permitted by the laws of the state of Kentucky. If any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Participant and parent/legal guardian, if applicable, initial here. _____

F. I understand and agree that this RELEASE AND INDEMNIFICATION AGREEMENT shall be governed by the laws of the state of Kentucky, and that jurisdiction and venue for any suit or cause of action under this Agreement shall lie in the courts of Kentucky.

Participant and parent/legal guardian, if applicable, initial here. _____

This RELEASE AND INDEMNIFICATION AGREEMENT shall be effective as of the date set forth below and shall be binding upon me, my successors, representatives, heirs, executors, assigns, and transferees.

Participant and parent/legal guardian, if applicable initial, here. _____

Insert other provisions as appropriate.

II. PARTICIPANT SIGNATURE AND DATE

Participant

Date



III. PARENT/LEGAL GUARDIAN SIGNATURES

Each parent/legal guardian must complete the following if the participant is under 18 years of age.

- A. I am/we are the parent(s)/legal guardian(s) of the Participant and by my/our signature, agree to be bound by and responsible for all of the provisions of this **RELEASE AND INDEMNIFICATION AGREEMENT**, on behalf of ourselves, the Participant, and the successors, representatives, heirs, executors, assigns, and transferees of ourselves and the Participant.

- B. I/we consent to the Participant's execution of this **RELEASE AND INDEMNIFICATION AGREEMENT** and participation in the activities described in Part I.

Printed Names and Signatures of Parents/Legal Guardians (if applicable)

Name _____

Signature _____

Date _____

Name _____

Signature _____

Date _____



ATHLETIC RELEASE AND INDEMNIFICATION AGREEMENT

(event)

City of _____

Marathon, Walkathon, Triathlon, Athletic Event

AGREEMENT, RELEASE AND WAIVER OF LIABILITY

In consideration of being permitted to participate in or assisting others in participating in the (name _____ of the event), and related events and activities, on behalf of myself, or a minor child or ward, heir, next of kin, personal representative, successor or assign:

- I. I ACKNOWLEDGE, UNDERSTAND, AND DECLARE THAT:
 - A. To the best of my knowledge, I am in GOOD PHYSICAL CONDITION and have no disease or injury that would be aggravated by participating in activities related to the event;
 - B. Participating or assisting others in participating in the event may involve RISK OF INJURY TO ME, INCLUDING DEATH, LOSS OR DAMAGE TO ME OR MY PROPERTY, or other consequences, which might result not only from my own actions, inactions, or negligence but also the actions, inactions, or negligence of others, the rules of play, the conditions of the premises, or of any equipment used; and
 - C. There may be OTHER RISKS not known or not reasonably foreseeable and understanding All of the Above.
- II. I ASSUME ALL OF THE ABOVE RISKS AND RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, INDEMNIFY, AND AGREE NOT TO SUE _____:
 - A. Any affiliated subsidiary, successor, organization, or related companies or businesses, other participants, sponsoring agencies, sponsors, advertisers, the respective administrators, officers, directors, agents, representatives, employees, or volunteers of such entities or organizations; and
 - B. Owners, lessors and lessees, or premises used to conduct the event FROM ANY AND ALL LIABILITY FOR INJURY, INCLUDING DEATH, LOSS OR DAMAGE TO PERSON OR PROPERTY, OR ANY OTHER CONSEQUENCE in connection with entry in or arising out of participating in, performance in or lack of performance in, including travel en route to and from the 5K Walk-Run.



III. CONSENT TO ALL EMERGENCY MEDICAL TREATMENT as may be deemed appropriate under existing circumstances by medical personnel or personnel associated with the event. I HAVE READ THIS FORM IN ITS ENTIRETY AND HAVE PROVIDED TRUTHFUL INFORMATION.

Name of Athlete (print)

Signature of Athlete
(if over 18 years of age)

Date

Name of Parent/Legal Guardian

Signature of Parent/Legal Guardian,
individually and in the capacity as
Parent/Legal Guardian if Athlete is
under 18 years of age.

Date



BICYCLE EVENT RELEASE AND INDEMNIFICATION AGREEMENT

Waiver of Responsibility

In participating in the _____ tour and in signing this form for myself (or for the participant if he or she is under 18), I know that bicycling is a potentially hazardous activity. I assume all risks associated with participating in this event, including, but not limited to, falls, contact with other participants, effects of the weather, traffic and conditions of the road, all such risks being known and appreciated by me. Having read this waiver and knowing these facts and in consideration of your accepting my registration, I, for myself and anyone entitled to act on my behalf, waive and release the City of _____ and all sponsoring businesses and organizations and their agents from all claims and liabilities of any kind. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during the _____. I also grant permission to all the foregoing to use any photographs, motion pictures, recordings, or any other record of this event for any legitimate purpose.

I understand that I will not be allowed to participate in the _____ without wearing an approved cycling helmet throughout the ride.

Signature of Participant

Signature of Parent or Guardian
(if Participant is under 18)

Date



BOOTH APPLICATION, RELEASE, AND INDEMNIFICATION AGREEMENT

APPLICATION AND RELEASE

- A. In consideration for being permitted to use the booth/display facilities of the City of _____, [insert name of person/entity seeking permission to use facilities] (hereinafter "Applicant") agrees to indemnify and hold harmless the City of _____ and its officers, employees, insurers, and KLCIS Insurance Programs, from and against all liability, claims, and demands, which are incurred, made, or brought by any person or entity, on account of damage, loss, or injury, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kinds whatsoever, which arise out of or are in any manner connected with the use of the facilities, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City of _____ or its officers, or its employees, or from any other cause whatsoever.
- B. By signing below, Applicant agrees that, in the event of any damage, loss, or injury to the facilities or to any property or equipment therein, the City of _____ may deduct from the damage deposit the full amount of such damage, loss, or injury. Applicant further agrees that, if such damage, loss, or injury exceeds the amount of the damage deposit, Applicant will within thirty (30) days of billing reimburse the City of _____ for all costs associated therewith upon billing by the City of _____.
- C. In addition, in consideration for being permitted to use the facilities, Applicant, on behalf of itself, and its officers, employees, members, and invitees, hereby expressly exempts and releases the City of _____, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, or death, that Applicant may incur as a result of such use, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City of _____, its officers, or its employees, or from any other cause whatsoever.

Official's Signature

Date



FACILITY USE AGREEMENT AND RELEASE/INDEMNIFICATION

- A. In consideration for being permitted to use the facilities of (Member), _____, [insert name of person/entity seeking permission to use facilities] (hereinafter "Applicant") agrees to indemnify and hold harmless, (Member) its officers, employees, insurers, and KLCIS Insurance Programs, from and against all liability, claims, and demands, which are incurred, made, or brought by any person or entity, on account of damage, loss, or injury, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the facilities, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of (Member), its officers, or its employees, or from any other cause whatsoever.
- B. By signing below, Applicant agrees that, in the event of any damage, loss, or injury to the facilities or to any property or equipment therein, (Member) may deduct from the damage deposit the full amount of such damage, loss, or injury. Applicant further agrees that, if such damage, loss, or injury exceeds the amount of the damage deposit, Applicant will within thirty (30) days of billing reimburse (Member) for all costs associated therewith upon billing by (Member).
- C. In addition, in consideration for being permitting to use the facilities, Applicant, on behalf of itself, and its officers, employees, members, and invitees, hereby expressly exempts and releases (Member), its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, or death, that Applicant may incur as a result of such use, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of (Member), its officers, or its employees, or from any other cause whatsoever.

Official's Signature

Date



PARADE ENTRY FORM AND WAIVER OF LIABILITY

Entry Name _____
(Organization or Individual)

Address _____

Phone Number _____

Contact _____

In participating in the _____ Festival, _____
(Name of Entry)

agrees to follow all rules and guidelines of the festival parade committee. _____
(Name of Entry)

agrees that failure to comply may result in immediate removal from the parade at the discretion of the parade chairman.

HOLD HARMLESS AGREEMENT

I/we further agree to indemnify, defend, and hold harmless the City of _____,
the _____ Festival Committee and its employees or agents against loss or
expense, including attorney's fees, except in the cases of the sole negligence of the City of _____
or the _____ Festival Committee for loss
or expense because of bodily injury, death, or property damage sustained by any person or
persons. It is further agreed that I/we, as participants, will maintain general liability and auto
insurance for the parade entry.

Name of Organization

Organization Representative

City/Festival

Date



