

**RESOLUTION TO ADOPT USER AGREEMENT AND FEE SCHEDULE
FOR THE COHOCTAH TOWNSHIP PARK**

**Resolution No. 210513-01
Cohoctah Township**

WHEREAS, the Township Board desires to establish an ordinance that sets forth regulations for the Cohoctah Township Park, located at 1000 Allen Road, including those relating to scheduling and hours, use, traffic and parking, prohibitions on use, protection of property, and enforcement and fines as set forth on the proposed Cohoctah Township Park Rules Ordinance, which is planned for public hearing in June 2021;

WHEREAS, through those regulations, the Board intends to provide certain authority to the Park Manager as set forth in the proposed ordinance, and further directs the Park Manager to give Park scheduling priority to group events over other users;

WHEREAS, the Board is setting certain fees applicable to use of the Cohoctah Township Park shown on the proposed schedule, which the Board may amend from time to time;

WHEREAS, the Board further wishes to approve the Cohoctah Township Park User Agreement & Release as presented which shall be signed and submitted to the Township by any user of the Park prior to being permitted use of the Park after the date of this Resolution;

NOW, THEREFORE, BE IT RESOLVED that:

1. The Board approves the Cohoctah Township Park Fee Schedule with any revisions as noted, and with immediate effect.
2. The Board approves use of the Cohoctah Township Park User Agreement & Release with immediate effect.

The foregoing resolution offered by Board Member _____.

Second offered by Board Member _____.

Upon roll call vote the board members voted as follows:

Fosdick:

Bock:

Fear:

Charette:

Torigian:

The Supervisor declared the resolution adopted at a regular meeting of the Township Board held on May 13, 2021.

Barbara Fear, Clerk

COHOCTAH TOWNSHIP PARK FEE SCHEDULE

ALL PROPOSED FEES/APPROACH FOR BOARD COMMENT/INSIGHT—some concepts to consider:

- Season pass vs per use basis?
- Resident vs non-resident pricing?
- For-profit vs not-for profit pricing?

1. Individual riders
 - a. Open ride
 - b. \$1/hour per rider.
 - c. Maximum 10 riders.
 - d. Maximum 2 hours when there is a wait.
2. Nonprofit groups
 - a. Daily rental of entire Park.
 - b. Includes 2 arenas, office, row of bleachers, potable water, black top parking, and PA system.
 - c. \$120 from 8 a.m. to 8 p.m.
 - d. Maximum 55 riders.
3. For-profit horse shows
 - a. Daily rental of entire Park.
 - b. Includes 2 arenas, office, row of bleachers, potable water, black top parking, and PA system.
 - c. \$200 from 8 a.m. to 8 p.m.
 - d. Maximum 75 riders.
4. Dust control \$25 per application.
5. Overflow parking \$5 per trailer.
6. Fitting of soil \$10
7. Pavilion rental \$20 (8 a.m. - 8 p.m.)
8. Open and close \$25

APPROVED BY COHOCTAH TOWNSHIP BOARD ON _____, 2021.
EFFECTIVE IMMEDIATELY.

COHOCTAH TOWNSHIP PARK
USER AGREEMENT & RELEASE

This User Agreement & Release (“Agreement”) is between Cohoctah Township, a Michigan municipal corporation, and _____ (“User”) and, if User is a minor, User’s parent or guardian, _____, whose address is _____ . In return for the use of the Cohoctah Township Park, located at 1000 Allen Road, Howell, Michigan (“Park”), User hereby expressly agrees to the following:

1. User shall abide by the Cohoctah Township Park Rules Ordinance at all times.
2. User acknowledges and understands the Township is an equine activity sponsor under the Michigan Equine Activity Liability Act, 1994 PA 351, and not an equine professional, and that an equine activity sponsor is not liable for an injury to or the death of a participant or property damage resulting from an inherent risk of an equine activity.
3. User agrees to be liable for and to pay Township for any damage done to any Park improvement caused by User’s use of the Park.
4. User shall assume any and all risks involved and arising from User’s use of or presence upon the Park including but not limited to the risks of death, bodily injury, property damage, falls, kicks, bites, collision with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person, an act of God, fire, theft, or any weather conditions.
5. User releases, indemnifies, and hold harmless Township from any and all any claims, causes of action, tort action, injuries, damages, judgments, costs, expenses, and attorney fees arising out of User’s activities at and use of the Park, including without limitation, those based on death, bodily injury, loss to person, property or animal, and property damage (“Release”). The Release includes a waiver of all Township liability because of (a) a dangerous latent condition at the Park, whether it is known or unknown to the Township, where warning signs are not conspicuously posted and (b) an act or omission that constitutes a willful or wanton disregard for the safety of User, and that is a proximate cause of the injury, death, or damage.
6. FOR GROUP USE ONLY: Use of the Park by any for-profit or non-profit group shall require at the time of scheduling a certificate of insurance with a combined limit of at least one million dollars (\$1,000,000). Such insurance shall insure, on an occurrence basis, against all liability arising out of or in connection with the use of the Park by the group and any of its members, guests, vendors, and invitees. Cohoctah Township, and its elected officials, officers, board members, agents and employees, shall be named as additional insureds on the policy. Said certificate shall be kept current and shall evidence at all times an effective insurance policy in accordance with this paragraph.
7. This Agreement is binding on and ensures to the benefit of the parties, their officers, employees, heirs, successors, assigns, and representatives; it cannot be amended or modified except in a writing signed by both parties.

Agreement Dated: _____

Contact information for User:

User Phone: _____

User Email: _____

/s/ _____
Cohoctah Township Park Manager

/s/ _____
User

/s/ _____
Parent/guardian of User if User is a minor