

**CITY OF MACKINAC ISLAND  
PERMIT APPLICATION FOR  
PARADE OR COMPETITIVE EVENT**

As prescribed under Provisions of City of Mackinac Island Ordinance No. 273

Name of Applicant: Aaron Palaian

Address: 5118 Muirfield Lane, Clarkston, MI 48348

(P.O. Box) (Street) (City) (State) (Zip)

Phone Number & Email: 248-466-4907 aaron @otilloswimrun.com

(Phone) (Email)

Name of Group or Organization Sponsoring the Event: ÖTILLÖ Swimrun Mackinac Island

Formerly Odyssey Swimrun Mackinac Island

Address: 5118 Muirfield Lane, Clarkston, MI 48348

(P.O. Box) (Street) (City) (State) (Zip)

Group Status:  Profit  Non-Profit

Type of Event:  Parade  Competitive Event

Date of Event: Sunday, August 25, 2024

(Day)

Time of Event: 6:45am

(Date)

2:00pm

(Start)

(End)

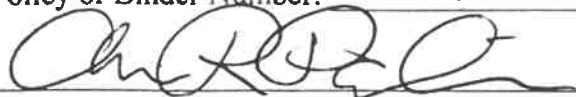
Location of Event (starting and ending locations and proposed route): Starting on Shepler's Dock

and finishing in Marquette Park. Same setup, timeline, and course as the last three years.

Name of Liability Insurance Company: Allianz (through USA Triathlon / Olympic Committee)

Policy or Binder Number: See policy

Amount of Coverage: See policy



Applicant Signature

1-29-24

Date

Application Received: 1.31.24 Fee Received: \_\_\_\_\_ Ck #: \_\_\_\_\_

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ By: City Council

# LIABILITY WAIVER

It is hereby understood that the person, organization, or group applying for or sponsoring the event described on the permit application agrees to hold harmless the City of Mackinac Island, its several agents, agencies, or officers either in said agent's, agencies' or officers' public or private capacity, against any claim for property or personal injury due to participation in the proposed event. It is also understood that any participants in the proposed event likewise will hold harmless in the above particulars the above named individuals. It is also understood that the person, organization or group sponsoring this event shall have informed each and every individual participant of the hold harmless agreement, and in addition thereto, shall inform each participant in unambiguous language and prior to the event that he/she participates at their own risk.

*[Handwritten Signature]*

Signature of Permit Applicant

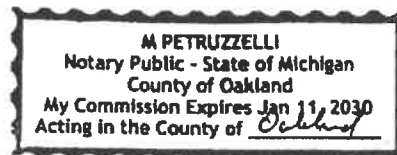
1-29-24  
Date

Otello Swimmer Mackinac Island  
Representing (Name of Group or Organization)

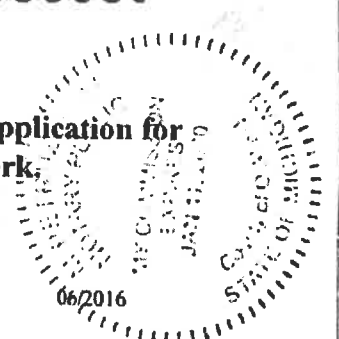
Subscribed and sworn before me, this 29<sup>th</sup> day of January,  
2024, a Notary Public in and for Oakland County, Michigan.

*M. Petruzzelli*  
Signature of Notary Public

01/11/2030  
My Commission Expires



**Note: This liability waiver must be completed and attached to the permit application for parade or competitive event and submitted to the Mackinac Island City Clerk.**



# LONG COURSE

## 18.75 MI TOTAL

# ÖTILLO®

## SWIMRUN MACKINAC ISLAND

### LAKE HURON



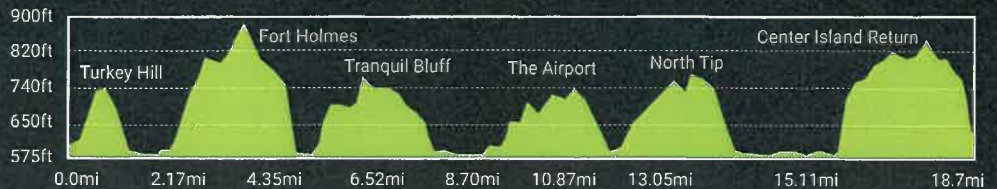
**RUN LEGS**  
15.65 MILES

**SWIM LEGS**  
4955 METERS

- RUN 1** - 1.60
- RUN 2** - 3.00
- RUN 3** - 2.85
- RUN 4** - 2.50
- RUN 5** - 2.30
- RUN 6** - 1.10
- RUN 7** - 2.30

- SWIM 1** - 675
- SWIM 2** - 675
- SWIM 3** - 1365
- SWIM 4** - 400
- SWIM 5** - 1275
- SWIM 6** - 565

**ELEVATION**  
1883 FEET



- START
- FINISH
- WATER/FOOD
- RESTROOM
- STAIR CLIMB
- SWIM COURSE
- RUN COURSE
- FINAL RUN LEG
- CUTOFF SPOT

# SHORT COURSE 13.5 MI TOTAL

# ÖTILLO

## SWIMRUN MACKINAC ISLAND



# LAKE HURON

**RUN LEGS**  
11.50 MILES

**SWIM LEGS**  
3190 METERS

- RUN 1** - 1.60
- RUN 2** - 3.00
- RUN 3** - 3.50
- RUN 4** - 1.10
- RUN 5** - 2.30

- SWIM 1** - 675
- SWIM 2** - 675
- SWIM 3** - 1275
- SWIM 4** - 565

	START		SWIM COURSE
	FINISH		RUN COURSE
	WATER/FOOD		CUTOFF SPOT
	RESTROOM		
	STAIR CLIMB		

**ELEVATION**  
1275 FEET



## City Clerk

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**From:** Aaron Palaian, OTILLO SWIMRUN <aaron@otilloswimrun.com>  
**Sent:** Tuesday, January 30, 2024 7:10 PM  
**To:** City Clerk  
**Subject:** Re: 2024 Mackinac Island SwimRun  
**Attachments:** OTILLO Safety Plan - 2024 Mackinac.docx.pdf; race80735-customSectionAttachment6544f4387b7ff0.92342035.pdf; City of Mackinac Island.pdf; Scan Jan 30 2024 at 7.08 PM.pdf

**Importance:** High

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Hi Danielle,

Here is our permit application signed with the insurance certificate. I have also included our safety plan along with our course maps (all the same as in previous years).

We have sent our permits and/or event applications to:

- USCG
- Mackinac Island State
- Shepler's

I have reached out to Chief Topolski and he said he is ok with the event happening again.

In the weeks approaching the event, we will reach out to the carriage companies as we have in the past. We have addressed any and all concerns that were brought to our attention from previous years concerning when we lay the course. We are in a good place putting the course out the second half of the day on Friday and all day Saturday setting certain areas early that the carriage companies have no issue with and the other areas they do have issues with we put out later on Saturday to appease them.

Website -  
Schedule -  
Course -

Aaron Palaian  
ÖTILLÖ Swimrun (formerly Odyssey)  
248-466-4907  
[aaron@otilloswimrun.com](mailto:aaron@otilloswimrun.com)

# Marine Event Safety Plan for ÖTILLÖ SWIMRUN MACKINAC ISLAND.

**Event Date** – 8/25/2024

**Event Start Time** – 6:45AM

**Event Finish Time** – 2:00PM

**Number of Competitors** – Up to 250

**Race Director(s)** – Aaron Palaian (248) 466-4907 & Lars Finanger (303) 828-8034

**Motorized Boats & Kayaks** - Scot Graden Walloon Central Rentals (231) 590-1263

**Medical** - Bryan King (832) 423-3838

**Course Directors** - JR Daisley (910) 916-6402 & John Stevens (207) 956-3099

## Accounting for Swimmers:

**Start of Race** – All athletes start on the Shepler’s Dock. We have a dedicated start line. They all have timing chips on their ankles. They will cross the start line and it will record them crossing the start line so we will know every person that starts the race.

**During the Race** – During the event there are two ways we account for the swimmers. 1) We have checkpoints at periodic swim exits. At these spots we will have chip readers for even more accuracy but manual will still always be our fallback. 2) During the run sections of the course we have medical team members assigned to the areas they run to monitor as they ride their bikes back and forth in the sections. We can always identify the athletes by their number that is assigned to them.

**End of the Race** – Same as the start. We have a finish line and when they cross it instantly shows them as finished and records their time. We know who has finished and who still needs to. Between knowing who started, who has exited each swim, who is on the runs, and who is finished, we have a great look at the progress of the athletes during the day.

## Utilizing Vessels for Safety Purposes:

Each swim will have 1-4 kayaks assigned to it. The number of kayaks depends on the length of the swim and how far into the race that swim is. All swims are about chest deep so swimmers can also stand up. All kayaks will have 1 kayaker onboard with bright shirts or vests to identify themselves and help with the athletes being able to see them. They will line the outer boundary of the course keeping swimmers between them and the shore and correcting anyone off course. They also serve as a sighting line for swimmers since marking buoys will not be anywhere outside of the start and finish of the swim courses (not allowed by the island).

## Procedure for an athlete that DNFs:

There are two types of “Do Not Finish” (DNF). Type 1 is an athlete that is physically ok but just chooses not to continue. In this case the athlete knows to find the closest area with race personnel (kayak, swim exit, water stop, medical, volunteer) and give them their timing chip and name and reason for the DNF to report to our staff (director, timer, medical director). If they are in the water and choose to DNF we make

sure they can walk to shore in a safe place and get there (assuming they let us know while they're in the water). Type 2 is a swimmer in distress that DNFs. A swimmer that is in distress is told to wave their arms while floating on their back making some commotion so that our kayakers can get to them and help get them to shore. While this action is occurring the kayak also relays the evac info to our medical director who coordinates a medical crew member meeting them at shore to assess the situation. Obviously if it's very serious the kayaker's first duty is to call 911 or convey to us the severity of the situation so that we can do so. This is also why we have a handful of motorized rescue boats around the Island monitoring the swim course(s). If there is a serious in-water situation and the swimmer needs to quickly get to the harbor and/or mainland to the available EMS, that motorized boat is there to load the swimmer and quickly get them where they need to be. This is all communicated in detail to the kayakers, medical, and motorized boats. In less serious situations we help them to shore and hook them up with medical who handles the situation from there.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance Office of America, Inc. 1855 West State Road 434 Longwood FL 32750  License#: 0E67768 USATRIA-01	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): <b>E-MAIL ADDRESS:</b>	<b>FAX</b> (A/C, No):	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> USA Triathlon of Colorado 5825 Delmonico Dr Colorado Springs CO 80919	<b>INSURER A :</b> United States Fire Insurance Company		21113
	<b>INSURER B :</b> Accredited Surety & Cas Co Inc		26379
	<b>INSURER c :</b> HDI Global Specialty SE		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**COVERAGES**

CERTIFICATE NUMBER: 952729834

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

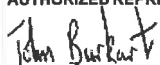
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant LL  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Event	Y	Y	1-TRE-CO-17-01338730-00	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY 4077887933						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	1-TRE-CO-17-01338731-00	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A C	Participant Accident Excess Liability (xo \$3mm Lead)	Y	Y	US1929881 HDHX003701136	1/1/2024 1/1/2024	1/1/2025 1/1/2025	Accident Medical Occ/Agg 25,000 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Coverage applies to the USA Triathlon sanctioned or approved event specified on this certificate.

The certificate holder is an additional insured, where required by written contract or agreement, but only with respect to the operations of the named insured, and subject to the provisions and limitations of form RSCG0303 - Additional Insured - Blanket when required by written contract, but only with respect to the USAT sanctioned or approved event specified on this certificate.

The General Liability policy is primary as per Form CG2001 and the General Liability policy contains CG2404: Waiver of Transfer of Rights of Recovery Against others to US, but only as required by written contract or agreement executed by the named insured prior to an occurrence resulting in a loss or a claim.  
 OTILLO Swimrun Mackinac Island | 2024-08-25 | 2024-08-25 | Mackinac Island, MI 49757

**CERTIFICATE HOLDER****CANCELLATION**

City of Mackinac Island 7358 Market St Mackinac Island MI 49757	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **1. Additional Insured**

Paragraph 2. of **Section II – Who Is An Insured** is amended by the addition of the following:

- e. Any person or organization is included as an additional insured, but only to the extent such person or organization is held liable for "bodily injury", "property damage" or "personal and advertising injury" caused by your acts or omissions. With respect to the insurance afforded to such insured, all of the following additional provisions apply:
- (1) You and such person or organization have agreed in a written "insured contract" that such person or organization be added as an additional insured under this policy;
  - (2) The "bodily injury", "property damage" or "personal and advertising injury" for which said person or organization is held liable occurs subsequent to the execution of such "insured contract";
  - (3) The most we will pay is the lesser of either the Limits of Insurance shown in the Declarations or the Limits of Insurance required by the "insured contract";
  - (4) Such person or organization is an insured only with respect to:
    - (a) Their ownership, maintenance, or use of that part of the premises, or land, owned by, rented to, or leased to you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
    - (b) Your ongoing operations performed for that insured;
    - (c) Their financial control of you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
    - (d) The maintenance, operation or use by you of equipment leased to you by such person or organization;
    - (e) Operations performed by you or on your behalf and for which a state or political subdivision has issued a permit, provided such operations are not performed for such state or political subdivision, and are not included within the "products-completed operations hazard";
  - (5) This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", "occurrence" or offense:
    - (a) Which takes place at a particular premise after you cease to be a tenant of that premises;
    - (b) Which takes place after all work, including materials, parts or equipment furnished in connection with such work to be performed by or on behalf of the additional insured at the site of the covered operations, has been completed;
    - (c) Which takes place after that portion of "your work" out of which the injury or damage arises has been put to its intended use by any other person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project;
    - (d) Which takes place after the expiration of any equipment lease to which (4)(d) above applies;

- (6)** With respect to architects, engineers or surveyors, coverage does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering or failure to render any professional services by or for you, including:
- (a)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications;
  - (b)** Supervisory, inspection, architectural or engineering services.

However, if an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an insured, then this subsection **2.e.** does not apply to such person or organization.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.