

Report

Report TR-TAPS-21-15

To: Chair Barfoot and Members of the Transportation and Public Safety Committee
From: M.J. Kelly, Director of Transportation Services
Meeting Date: April 23, 2015
Subject: Grey County Roads Special Event Permit Policy and Procedure
Status: Recommendation adopted by Committee as amended per Resolution TAPS59-15; Endorsed by County Council May 5, 2015 per Resolution CC67-15;

Recommendation(s)

WHEREAS the Transportation Services Department wishes to implement a new policy, procedure and application form for the issuance of permits for special events;

AND WHEREAS every year special events are held across Grey County and can vary in size and scope, ranging from small events located in specific communities to large scale municipal events to commemorate holidays;

AND WHEREAS special events enhance the cultural lives of communities and are recognized as an important element of the quality of life of citizens;

AND WHEREAS through the delivery and coordination of special events, Grey County is required to balance the need to maintain public safety and open transportation links within Grey County with the needs of event organizers;

AND WHEREAS it is beneficial to have policies and procedures that are well defined and consistent throughout Grey County;

NOW THEREFORE BE IT RESOLVED THAT TR-TAPS-21-15 regarding Special Event Permit Policy and Procedure be received;

AND THAT MS-TS-008 being the Special Event Permit Policy and MS-TS-008-001 being the Special Event Permit Procedure be approved and implemented as of May 5, 2015;

AND FURTHER THAT the fees outlined in the Special Event Permit Procedure be included in the next Fees and Service Schedules to By-Law 4735-11 update.

Background

Grey County receives various requests from municipalities and organizations regarding events requested to occur on Grey County roads. These events vary in scope, purpose, size and complexity.

It is important to coordinate all such events in the County, in order that County staff can communicate policies, guidelines and provide support to the event organizers and ensure public safety is preserved during operation.

The County recognizes that special events enhance tourism, culture, recreation, education and provide opportunities for businesses in and around the County.

This procedure shall outline the requirements for special events on Grey County roads, assisting County staff in the consistent management and administration of the numerous requests from municipalities and organizations to allow special events to occur on Grey County roads. Requests include, but are not limited to, special events such as parades, festivals, races, rides and walks.

The new policy and procedure provides up to date conditions that will ensure that the applicant is aware of their obligations and the County's best interests are protected.

Once approved by Council, the Special Event Permit will be advertised on the Grey County website. The implementation date will be May 5, 2015.

Financial / Staffing / Legal / Information Technology

Considerations

The new policy and procedure will provide additional information to applicants and staff to ensure the permits are administered consistently. The applications will also provide requirements to ensure applicants are aware of their obligations regarding safety that will enhance the protection of the County.

The required application fee and security deposit associated with special event permits are outlined in the procedure.

Link to Strategic Goals / Priorities

Not applicable.

Attachments

Grey County Roads Special Event Permit Policy
Grey County Roads Special Event Permit Procedure
Grey County Roads Special Event Permit Application

Respectfully submitted by,

M.J. Kelly
Director of Transportation Services



Grey County Roads Special Event Permit

Approved by: County Council

Date Approved:

Last Revision Date:

Replaces: By-Law 4064-03

Scheduled for Review by: 2020

Policy Number: MS-TS-008

Section: Municipal Services

Sub Section: Roads

References and Related Documents

[Grey County Roads Special Event Permit Procedure](#)

Forms

[Grey County Roads Special Event Permit Application](#)

Policy Statement

Grey County receives various requests from municipalities and organizations regarding events requested to occur on Grey County roads. These events vary in scope, purpose, size and complexity.

It is important to coordinate all such events in the County, in order that County staff can communicate policies, guidelines and provide support to the event organizers and ensure public safety is preserved during operation.

The County recognizes that special events enhance tourism, culture, recreation, education and provide opportunities for businesses in and around the County.

Purpose

This policy provides criteria to manage the numerous requests from municipalities and organizations for Special Events on Grey County roads.

Scope

This policy applies to all special events on Grey County roads.

Grey County Roads Special Event Permit

Approved by: County Council

Date Approved:

Scheduled for Review by: 2020

Last Modified Date:

Replaces: By-Law 4064-03

Procedure Number: MS-TS-008

Author: Transportation Services

Parent Policy: MS-TS-008-001

References and Related Documents

[Special Event Permit Policy](#)

Forms

[Special Event Permit Application](#)

Purpose

The purpose of this procedure is to outline the County's procedures related to special events that occur on Grey County roads.

Scope

This procedure shall outline the requirements for Special Events Permit on Grey County roads, assisting County staff in the consistent management and administration of the numerous requests from municipalities and organizations to allow special events to occur on Grey County roads. Requests include but are not limited to special events such as parades, festivals, races, rides and walks.

Section 1 – Special Event Categories

The following categories of special events will help the event organizer/sponsor (the "Applicant") understand what is expected of the sponsoring municipality or organization based on the type of event being held. For each category, the Applicant must complete a Special Event Permit Application.

Determination of whether a road closure, partial road closure, or no road closure is required will be made by the County at its sole discretion on a case by case basis unless it is pre-determined within the category of Special Event Permit for which the Applicant has applied.

- 1.1 Municipal / Non-Municipal Special Event – includes events such as parades, street events, festivals where a closure of the County road will be necessary.

- a) A Municipal Special Event is one where the local Municipality is the Applicant, and is therefore providing the liability insurance and accepting responsibility for the event.
 - b) A Non-Municipal Special Event is one where an organization other than the local Municipality is the Applicant, and therefore providing the liability insurance and accepting responsibility for the event.
- 1.2 Race Event – includes events such as cycling or running where a closure or partial closure of the County road will be necessary.
- 1.3 Participation Event – includes events such as large group cycling, large scale motorcycle rides, large scale running/walking events where a closure or partial closure of the County road may or may not be necessary.
- a) A Participation Event is a one-time, annual or infrequently occurring event that utilizes a County road.
 - b) In a Participation Event, participants may be on the shoulders of the road, and there may be minor traffic disruptions. .
- 1.4 Non-Intrusive Event – includes events such as motorcycle and vehicle rides where no closure of the County road will be necessary.
- a) A Participation Event is a one-time, annual or infrequently occurring event that utilizes a County road but does not include activity by the participants on the shoulders of the road(s).
 - b) A Participation Event will not adversely affect typical road operations, and will have little to no impact on the movement of traffic.
- 1.5 Miscellaneous Events – includes all other special events or activities which utilize.
- a) County road where a closure, partial closure or no closure of the County road will be necessary (e.g. filming events).
 - b) An Applicant requesting approval to hold a special event or activity which doesn't fit into any of the previous categories will be considered under this category on a case by case basis.

Section 2 – General Permit Requirements

- 2.1 A municipality or organization wishing to hold a special event on a Grey County road is required to contact the County's Transportation Services Department to request, complete and submit a Special Event Permit Application. The Application is also available on the County's website.
- 2.2 Such Application should be submitted by the Applicant to the County no less than 8 weeks prior to the event date in order to meet required timelines throughout the process.

- 2.3 The Applicant must obtain written approval supporting the event and any proposed road closure from:
- the local municipality
 - the police authority that has jurisdiction within the event area
 - the paramedic service that has jurisdiction within the event area
 - the fire department that has jurisdiction within the event area
- 2.4 The Applicant must obtain approval for a Special Event Permit from the County at least six (6) weeks prior to the event date.
- 2.5 The Applicant must be, in the County's reasonable opinion, a knowledgeable person in the event, meaning that the Applicant is aware of the procedures necessary and risks involved with organizing such events.
- 2.6 Subject to section 2.11, where the event necessitates a full or partial road closure, the Applicant must notify all property owners adjacent to the event location of the upcoming event and the related road closure(s), and a copy of such notice shall be provided to the County. Such notice shall be given no less than 14 days in advance of the event.
- 2.7 The Applicant must advertise the event in the local paper(s) and the local municipality's website at least one (1) week in advance of the event.
- 2.8 All traffic control required for the special event is the sole responsibility of the Applicant and shall be in conformance with the current version of Book 7 of the Ontario Traffic Manual. The name and qualifications of the "competent person" that will be responsible for providing the traffic control is required to be submitted to the County. A "competent person" is an individual that has obtained training in traffic control and is knowledgeable in Book 7 applications. Alternatively, the Applicant may arrange to have the closure(s) and detour(s) completed by the police, provided the police accept all of the responsibility. A completed Traffic Control Declaration Form, as included in the Special Event Permit Application package, shall be completed by the person/authority responsible for the traffic control for the Special Event, along with a detailed traffic control plan. All such documentation shall be provided by the Applicant to the County at least two (2) weeks prior to the event.
- 2.9 No less than two (2) weeks prior to the event, the Applicant will submit a map identifying:
- the location of the event;
 - potential County road(s) to be closed if applicable;
 - the locations of all signage to be used, and;
 - the locations of all off-site vehicle parking and sanitary facilities required under sections 2.14 and 2.15 of this procedure if applicable.
- 2.10 If the special event requires a County road to be closed, the Applicant must also submit an 8 ½" x 11" map outlining the detour route as well as the related signage to be used. The map should also include a list of all equipment and

personnel that will be used to properly mark and enforce the detour. The Applicant must ensure that the detour route can accommodate normal County road traffic, which includes a 7.0 m road width (capable of accommodating trucks turning at corners without crossing into the oncoming lane of traffic or onto adjacent property).

- 2.11 Signage for all road closures and detours shall either be in conformance with the current version of Book 7 of the Ontario Traffic Manual or shall be completed by the police authority that has jurisdiction within the event area and has previously agreed to take responsibility for this task. The applicant shall be responsible for the costs of supplying, erecting and removing all barricades, road closure and detour signs. For safety reasons, in determining the location of the road closure and detour route, the road geometrics and sight lines must be considered. Access to homes and businesses shall not be restricted without approval in writing from the affected individuals, and copies of such written approvals shall be retained by the Applicant and made available to the County upon request up to no less than 3 years following the special event.
- 2.12 In reviewing the proposed special event route, the Applicant, as a knowledgeable person in the event, must determine that the route does not exceed the capabilities of the least experienced participant in the event.
- 2.13 If the participants of the event will be travelling on the travelled portion of a County road, the Applicant shall provide police escorts at the start and end of the event route. If the participants are expected to be spread out over a distance, the County may require additional police escort vehicles. Determination for such will be made by the County once all information has been submitted for review. For all locations where the participants are not conforming to the Highway Traffic Act, such as not stopping at stop signs, police traffic control must be provided.
- 2.14 Where necessary based on the nature of the event the Applicant must identify, on the map accompanying the Application, adequate off-street vehicle parking for any related start, finish or staging areas for the event.
- 2.15 Where necessary based on the nature of the event, the Applicant must provide adequate on-site sanitary facilities and also identify same on the map accompanying the Application. It is up to the Applicant to determine the appropriate number of such facilities necessary.
- 2.16 No permanent markings shall be to be made to any County road surface or County structure/apparatus (e.g. signs, guiderails, bridges, etc.).
- 2.17 The Applicant shall remove all trash and rubbish deposited as a result of the event immediately following the conclusion of the event.
- 2.18 The Applicant shall ensure that no alcoholic beverages are permitted on County property during the event.

- 2.19 The Applicant must recognize and accept that proposed Grey County roads to be used in the event are not in a new condition and may have some deficiencies including but not limited to cracks, potholes, pavement distortion, gravel on the pavement, pavement drop off and washouts that could contribute to a possible injury to a participant of the event.
- 2.20 The Applicant is responsible to ensure that all the participants abide by all requirements of the Highway Traffic Act except where the police are permitting the non-conformance of the Highway Traffic Act.
- 2.21 The Applicant is responsible to ensure that all participants adhere to all by-laws, applicable provincial and federal laws, and all conditions of the Special Event Permit.
- 2.22 For a Special Event under sections 1.2, 1.3 or 1.5, the Applicant shall ensure that all participants 18 years or older understand and sign the attached Special Event Waiver, Release and Assumption of Risk Agreement prior to the event., and that the guardian or parent of participants under the age of 18 years understand and sign the attached Special Event Waiver, Release and Assumption of Risk Agreement on behalf of the participants. The Applicant shall provide these documents to the County immediately following the event, and prior to the County providing a refund to the Applicant of the security deposit. Failure to provide these documents to the County will result in the security deposit not being returned to the Applicant/Organization. Further, it may also jeopardize future approvals of Special Event Applications submitted by the Applicant/Organization.
- 2.23 Grey County may at any time revoke the Special Event Permit issued for the special event, should the County, at its sole discretion, determine that the traffic movement will be/is being negatively impeded or the safety of the motoring public will be/is at risk.
- 2.24 The Applicant will immediately notify the County in writing of any occurrence, incident or event which may reasonably be expected to expose it and/or the County to material liability of any kind in relation to the special event for which the permit has been issued by the County.
- 2.25 In summary, the Applicant shall submit the following documentation to the County as part of the special event permit application process.

8 weeks prior to the event:

- Completed Special Event Permit Application, including but limited to the following:
 - Application Fee
 - Security Deposit
 - Certificate(s) of Insurance

After receiving approval and the Special Event Permit is issued, the Applicant shall submit the following documentation to the County.

2 weeks prior to the event:

- Event Location Map including Event Signage Details, adequate off-street parking, and on-site sanitary facilities
- Detour Route Map and Detour Signage Details
- Traffic Control Declaration Form and traffic control plan

1 week prior to the event:

- Copies of notification to all adjacent property owners of planned full or partial road closures related to special event in accordance with section 2.6

Immediately following the event, and prior to refund of security

deposit:

- Special Event Waiver, Release and Assumption of Risk Agreements for special events under sections 1.1, 1.2, and 1.5

Section 3 – Signage Details

3.1 The event or detour signage may be placed on the County right-of-way provided it is not:

- more than 3.0 m² in size;
- affixed to another sign or to a guide rail or other County road facility or structure;
- placed where it may interfere with an official sign, traffic signal or safety device;
- in place for longer than a 1 week period;
- in place more than 3 days after the event;
- placed within 10 m of a driveway;
- within 8 m from the edge of pavement if the sign is less than 0.7 m² (signs greater than 0.7 m² shall be placed at the outer edge of the County road right-of-way);
- affixed to a permanent or an official sign or to the guide rail or other County road structure or facility and must not be placed where it may interfere with visibility, an official sign, traffic signal, or other safety device;
- a portable read-o-graph sign trailers are prohibited on the right-of-way of a County road. Such read-o-graph sign trailers may be utilized providing they are erected on private property and meet the requirements of the County for portable read-o-graph signing.



Application for

Grey County Roads Special Event Permit

Permit Number (For Office Use)	
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Applicant Information (Contact Person)

Name	
Organization	
Address (Including Postal Code)	
Telephone Number	
Fax Number	
Email Address	

Organization Information

Organization Name	
Address (Including Postal Code)	
Telephone Number	
Fax Number	
Email Address	

Description of Event

Name of Event	
Location of Event	
Date(s) of Event	
Type of Event	<input type="checkbox"/> Municipal Special Event such as parades, street events, festivals <input type="checkbox"/> Non-Municipal Special Event such as parades, street events, festivals <input type="checkbox"/> Race Event, such as cycling, running <input type="checkbox"/> Participation Event, such as large scale motorcycle, cycling, running, walking events <input type="checkbox"/> Non-Intrusive Events, such as motorcycle and vehicle rides

	<input type="checkbox"/> Miscellaneous Events, including all other special events not included in the other categories (e.g. filming events, etc.)
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Road Closure Required	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date of Road Closure	
Time of Road Closure	
End Date of Road Closure	
End Time of Road Closure	
Road(s) to be Closed	
Location / Route of Event	
Expected Event Attendance (includes participants, spectators, etc.)	
Event Location and Event Signage Map Attached (ensure the following are detailed on the map)	<input type="checkbox"/> Event Location <input type="checkbox"/> Details of Road(s) To Be Closed <input type="checkbox"/> Details of Event Signage <input type="checkbox"/> Location of Event Signage <input type="checkbox"/> Location of off-street vehicle parking <input type="checkbox"/> Location of on-site sanitary facilities
Detour Route and Detour Signage Map Attached (ensure the following are detailed on the map)	<input type="checkbox"/> Detour Route <input type="checkbox"/> Details of Detour <input type="checkbox"/> Details of Detour Signage <input type="checkbox"/> Location of Detour Signage

Traffic Control

(Competent person that has obtained training in Traffic Control and is knowledgeable in Book 7 applications)

Name				
Qualifications				
Traffic Control by: Municipality	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Local Police Detachment	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Knowledgeable Person In OTM-Book 7	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

Local Emergencies Services Approval

Fire Service	
Fire Service Contact Name	
Fire Service Signature	

Police Detachment	
Contact Name	
Signature	
Applicant Arranged Police Presence	<input type="checkbox"/> Yes <input type="checkbox"/> No
Purpose of Police Presence (i.e. escort, traffic control, etc.)	

Paramedic Service	
Paramedic Contact Name	
Paramedic Signature	

Local Municipality Approval

(Required approval of municipality with jurisdiction over event location)

Town of The Blue Mountains	<input type="checkbox"/> Yes <input type="checkbox"/> No
Contact Name	
Signature	
Township of Chatsworth	<input type="checkbox"/> Yes <input type="checkbox"/> No
Contact Name	
Signature	
Town of Hanover	<input type="checkbox"/> Yes <input type="checkbox"/> No
Contact Name	
Signature	
Municipality of Meaford	<input type="checkbox"/> Yes <input type="checkbox"/> No
Contact Name	

Signature	
City of Owen Sound	<input type="checkbox"/> Yes <input type="checkbox"/> No
Contact Name	
Signature	

Township of Georgian Bluffs	<input type="checkbox"/> Yes <input type="checkbox"/> No
Contact Name	
Signature	
Municipality of Grey Highlands	<input type="checkbox"/> Yes <input type="checkbox"/> No
Contact Name	
Signature	
Township of Southgate	<input type="checkbox"/> Yes <input type="checkbox"/> No
Contact Name	
Signature	
Municipality of West Grey	<input type="checkbox"/> Yes <input type="checkbox"/> No
Contact Name	
Signature	

Attach Appropriate Application Fee and Security Deposit

Special Event	Application Fee	Security Deposit
Municipal Special Events	\$0.00	\$0.00
Non-Municipal Special Events	\$500.00	\$500.00
Race Events	\$500.00	\$1,000.00
Participation Events	\$200.00	\$500.00
Non-Intrusive Events	\$0.00	\$0.00
Miscellaneous Events	\$1,000.00	\$500.00

In addition, please provide the following information:

- Certificate of Liability Insurance in the amount of \$5,000,000.00 is enclosed (naming the Corporation of the County of Grey as additional insured).
- Request required Application Fee to be waived (only if Charitable Event).
- Request required Security Deposit to be reduced (only if Charitable Event).

Additional Terms and Conditions:

The Organization shall, at no cost to the County, obtain and keep in force prior to execution of this this Agreement and until such time as the County returns the security deposit or until ten (10) days after the Special Event in the case where the Organization is a charitable organization which is exempt from providing a security deposit, Commercial General Liability Insurance satisfactory to the County, including the following and underwritten by an insurer licensed to conduct business in the Province of Ontario:

- a) A limit of liability of not less than \$5,000,000/occurrence;
- b) The County shall be named as an additional insured;
- c) The policy shall contain a provision for cross liability in respect of the named insured, and a severability of interests clause;
- d) Non-owned automobile coverage with a limit of at least \$5,000,000 including SEF 96 (contractual liability);
- e) Products and completed operations coverage (Broad Form) with an aggregate limit not less than \$5,000,000;
- f) That 30 days prior notice of an alteration, cancellation or material change in policy terms which reduces coverage shall be given in writing to the County.

Access to homes and businesses shall not be restricted unless written permission has been obtained from all affected owners.

{insert legal name of organization} accepts full responsibility for any suits, actions, or damages that may arise or be taken against the Corporation of the County of Grey by reasons of or in connection with this event.

{insert legal name of organization} also accepts the responsibility for traffic control, crowd control, barricades, safety precautions, and clean-up associated with this event.

The Organization recognizes and accepts that proposed Grey County roads are not in a new condition and may have some deficiencies, including, but not limited to cracks, potholes, pavement distortion, gravel on the pavement, pavement drop off and washouts that could contribute to a possible injury to a participant of the event.

The Organization must ensure that the Applicant is a knowledgeable person in the event, authorized to act on behalf of the Organization.

The Applicant has reviewed the proposed route and as a knowledgeable person in the event has determined that the route does not exceed the capabilities of the least experienced participant in the event.

The Applicant shall be responsible to ensure all event participants abide by the requirements of the Highway Traffic Act unless the Police are permitting the non-conformance of the Highway Traffic Act.

The Applicant shall be responsible to ensure that all event participants adhere to all by-laws and laws.

The Applicant shall be responsible to ensure that all event participants adhere to all applicable conditions of the Special Event Permit.

The Applicant shall ensure that all event participants 18 years or older understand and sign the attached Special Event Waiver, Release and Assumption of Risk Agreement form prior to the event.

The Applicant shall ensure that the guardian or parent of participants under the age of 18 years understand and sign the attached Special Event Waiver, Release and Assumption of Risk Agreement form on behalf of the participants.

The Organization shall have a reasonable amount of first aid available on site during the event.

The appropriate application fee and security deposit have been provided, as well as the associated maps outlining the event location/signage and detour route/signage.

I have read and understood the Grey County Roads Special Event Permit Procedure and acknowledge that it forms part of the terms and conditions of the Special Event Permit for which I am applying for on behalf of the Organization.

I have the authority to sign this form, which binds the Organization,

_____, to the above terms and conditions.

I also acknowledge that if the terms and conditions of this permit are not fulfilled the event will not take place.

Witness Name

Date

Witness Signature

Applicant Name

Date

Applicant Signature

Special Event Waiver, Release and Assumption of Risk Agreement

(FOR ADULTS OVER THE AGE OF MAJORITY, I.E. OVER 18 YEARS OLD)

By signing this document you will waive certain legal rights, including the right to sue, in circumstances outlined in this Agreement.

Please read carefully.

1. This is a binding legal agreement; therefore, clarify any questions or concerns **before** signing. As a participant in the special event

the undersigned, being the Participant acknowledges and agrees to the following terms.

2. The Corporation of the County of Grey (the "County") and the Special Event Organizer will not be responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a participant during, or as a result of, the special event and any program, activity or event of the County, caused by the risks, dangers and hazards associated with the special event, and the programs, activities and events of the County, or caused in any manner by the County, including without limiting the foregoing, by the negligence of the County and/or the Special Event Organizer.
3. I am participating voluntarily in the special event. In consideration of my participation in the special event, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related participating in the special event being held on the County property and that I may be exposed to such risks, dangers and hazards. The risks, dangers and hazards may include, but may not limited to, injuries from:
 - a. Executing strenuous and demanding physical techniques in exerting and stretching various muscle groups;
 - b. Vigorous physical exertion, rapid movements, quick turns and stops, and strenuous cardiovascular workouts;
 - c. Mounting, dismounting or falling off a bicycle;
 - d. Falling, tumbling or hitting any ground, surface, concrete, road, track or other surfaces;
 - e. Physical contact with other participants (including those engaged in the programs, activities and events support);
 - f. Failure to properly use any equipment, the mechanical failure of any piece of equipment or inadequate safety equipment, improper maintenance or adjustment of equipment;
 - g. Contact, collisions or being struck by other participants, pedestrians, fixed objects, spectators, equipment or vehicles;
 - h. Road conditions, terrains and vehicular traffic while cycling or completing other such activities;
 - i. Failure to stay within the designated course area;
 - j. Extreme weather and temperature conditions which may result in dehydration, heatstroke, sunstroke or hypothermia;
 - k. Travel to and from the special event;
 - l. Training for the special event.
4. Furthermore, I am aware that:
 - a. Injuries sustained can be severe;
 - b. I may experience anxiety while challenging myself during the special event;
 - c. My risk of injury is reduced if I follow all rules established for participation;
 - d. My risk of injury increases as I become fatigued.

5. In consideration of the Special Event Organizer allowing me to participate, I agree:
 - a. That my physical condition has been verified by a medical doctor to participate in the special event and in the activities, events and programs of the Special Event Organizer;
 - b. That the rules of participation must be followed and that the sole responsibility for my safety remains with me, including physical and emotional preparation and fitness;
 - c. To discontinue participation if I sense or observe any unusual hazard or unsafe condition; or feel unable or unfit to safely continue;
 - d. To assume all risks arising out of, associated with or related to my participation;
 - e. To waive any and all claims that I may have now or in the future against the County and/or Special Event Organizer;
 - f. To freely accept and fully assume all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the activities, events and programs of the County or the Special Event Organizer;
 - g. To forever release, indemnify and hold harmless the County and/or the Special Event Organizer from any and against all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, expenses and costs (including legal fees) (collectively, the "Claims") which I may have or may in the future, that might arise out of, result from, or relate to my participation in the special event, my presence at any venue, the events, activities or programs of the County or the Special Event Organizer and/or my traveling to or from the events, activities or programs of the Organization, or training for the special event, even though such claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any duty of care of the County or the Special Event Organizer.
 - h. That this release may be relied on by the County and/or Special Event Organizer as an absolute bar to any claim by the participant against the County and/or Special Event Organizer relating to the special event.

6. I acknowledge that I have read this agreement and understand it, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

By signing below, you agree to be bound by this Agreement.

Name of Participant (Print and sign)

Date

Date of Birth

Special Event Waiver, Release and Assumption of Risk Agreement

(FOR PARTICIPANTS UNDER 18 YEARS OF AGE)

By signing this document you will waive certain legal rights, including the right to sue in circumstances outlined in this Agreement.

Please read carefully.

1. This is a binding legal agreement; therefore clarify any questions or concerns **before** signing. As parent or guardian of a participant in the special event

the undersigned acknowledges and agrees to the following terms.

2. The Corporation of the County of Grey (the "County") and the Special Event Organizer will not be responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by the participant during, or as a result of, the special event and any program, activity or event of the County, caused by the risks, dangers and hazards associated with the special event, and the programs, activities and events of the County, or caused in any manner by the County, including without limiting the foregoing, by the negligence of the County.
3. The participant is participating voluntarily in the special event. In consideration of the participation of the participant in the special event, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related participating in the special event being held on the County property and that the participant may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to, injuries from:
 - a. Executing strenuous and demanding physical techniques in exerting and stretching various muscle groups;
 - b. Vigorous physical exertion, rapid movements, quick turns and stops, and strenuous cardiovascular workouts;
 - c. Mounting, dismounting or falling off a bicycle;
 - d. Falling, tumbling or hitting any ground, surface, concrete, road, track or other surfaces;
 - e. Physical contact with other participants (including those engaged in the programs, activities and events support);
 - f. Failure to properly use any equipment, the mechanical failure of any piece of equipment or inadequate safety equipment, improper maintenance or adjustment of equipment;
 - g. Contact, collisions or being struck by other participants, pedestrians, fixed objects, spectators, equipment or vehicles;
 - h. Road conditions, terrains and vehicular traffic while cycling;
 - i. Failure to stay within the designated course area;
 - j. Extreme weather and temperature conditions which may result in dehydration, heatstroke, sunstroke or hypothermia;
 - k. Travel to and from events.
 - l. Training for the special event.
4. Furthermore, I am aware:
 - a. That injuries sustained can be severe;
 - b. That the participant may experience anxiety while challenging themselves during the special event;
 - c. That the risk of injury is reduced if the participant follows all rules established for participation;
 - d. That risk of injury increases as the participant becomes fatigued.

5. In consideration of the Special Event Organizer allowing me to participate, I agree:
- a. That the physical condition of the participant has been verified by a medical doctor to participate in the special event and in the activities, events and programs of the Special Event Organizer;
 - b. That the rules of participation must be followed and that the sole responsibility for the safety of the participant remains with me, including physical and emotional preparation and fitness;
 - c. To discontinue participation of the participant if I observe any unusual hazard or unsafe condition; or feel that the participant is unable or unfit to safely continue;
 - d. To assume all risks arising out of, associated with or related to the participation of the participant;
 - e. To waive any and all claims that I or the participant may have now or in the future against the County or Special Event Organizer;
 - f. To freely accept and fully assume all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from the participation of the participant in the activities, events and programs of the County or the Special Event Organizer;
 - g. To forever release, indemnify and hold harmless the County and/or the Special Event Organizer from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I or the participant may have or may in the future, that might arise out of, result from, or relate to the participation of the participant in the special event, the presence of myself and the participant at any venue, the events, activities or programs of, the County or the Special Event Organizer and/or traveling to or from the events, activities or programs of the Organization, even though such claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any duty of care of the County or the Special Event Organizer.
 - h. That this release may be relied on by the County and/or Special Event Organizer as an absolute bar to any claim by myself, or the participant, against the County and/or Special Event Organizer relating to the special event.
6. I (parent/guardian) acknowledge that I have read, understand this agreement and advised the participant of their obligations, I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, the participant, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

By signing below, you agree to be bound by this Agreement.

Name of Participant (Print)

Date of Birth

Name of Guardian (Print and sign)

Date

Traffic Control Declaration

Please forward this completed declaration along with the detailed traffic control plan to the County at least two (2) weeks prior to the event.

Name of Traffic Control Person (including title)	
Name of Municipality or Police Service taking responsibility for traffic control responsibilities, if applicable	
Name of Event	
Location of Event	
Date(s) of Event	

I hereby agree to perform the traffic control responsibilities for the above-noted event as per the current version of Book 7 of the Ontario Traffic Control Manual.

I have read and agreed to the enclosed detailed traffic control plan, and I have reviewed the detour within the plan.

Signature of Traffic Control Person

Date

Where a municipality or police service is taking responsibility for the traffic control responsibilities for the above-noted event:

The _____ will be responsible for the traffic control requirements for the above-noted Special Event as per the current version of Book 7 of the Ontario Traffic Control Manual.

The _____ agrees to the proposed detailed traffic control plan. The _____ agrees to the proposed detour within the plan.

Print name of authorized person

Date

Signature

I have the authority to bind the _____
{insert name of municipality or police service responsible for the traffic control}.

OFFICE USE ONLY:

Permit Number (For Office Use)	
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APPROVED

This Special Event Permit Application has been approved. The approval will expire (6) six months from the date of execution by the Director as indicated below.

The following additional terms and conditions must also be met by the Organization:

NOT APPROVED (see comments below)

This Special Event Permit Application does not conform to County of Grey requirements and therefore will not receive approval. The following outlines the issues preventing approval:

Director of Transportation Services

Date

Upon completion of the special event which is the subject of this application, and fulfillment of all terms and conditions of the Special Event Permit, the Applicant shall submit a Request for Release of Security Deposit Form to the Transportation Services Department of the County of Grey. Upon inspection for compliance of all terms and conditions of the Special Event Permit, and final approval by the County, the Security Deposit will be returned to the Applicant.



Grey
County

Application for Special Event Permit

Release of Security Deposit Request

Permit Number	
Applicant Name	
Organization Name	
Name of Event	
Date of Event	

I hereby request the release of the security deposit held by the County of Grey as per the permit number noted above. All requirements have been met as per the applicable County of Grey Policy/Procedure.

Signature of Permit Holder

Date

FOR COUNTY STAFF USE ONLY:

Signature of County Staff Confirming Release: _____

APPROVED

This permit has been inspected and deemed satisfactory by the County of Grey staff. Approval to return the Security Deposit to the permit holder in the amount of \$_____ is hereby given.

NOT APPROVED (see comments below)

This permit has been inspected and does not conform to the County of Grey requirements at this time. Further work is required. The following outlines the issues preventing approval and release of the security deposit:

Director of Transportation Services

Date