

REVOCABLE PERMIT

This Revocable Permit (Permit) is entered into as set forth below between The City of Oklahoma City (City) and the American Heart Association (Permittee).

WITNESS:

WHEREAS, Permittee desires to hold the “OKC Heart Walk” (Event) on Friday, June 2, 2023, through Saturday, June 3, 2023; and

WHEREAS, the Event will use City property, including rights-of-way and Bicentennial Park, 500 Couch Drive (collectively, the Event Site), as shown in Exhibit A, incorporated herein; and

WHEREAS, the Event will require access control, as shown in the Site Plan (see Exhibit A); and

WHEREAS, Permittee has established criteria to control activities, exhibits, and services at the Event; and

WHEREAS, recognized special events contribute to a high quality of life and increased civic pride; and

WHEREAS, the City is willing to grant this Permit for the Event.

NOW, THEREFORE, the parties agree:

1. GRANT

The City hereby grants Permittee this Permit to access the Event Site, as shown in Exhibit A, to set up and operate the Event.

2. ALL EVENT ACTIVITIES AT PERMITTEE’S EXPENSE

Unless stated elsewhere in this Permit, Permittee shall, at its expense, plan, conduct, and manage all aspects of the Event.

3. FRANCHISES FOR PUBLIC UTILITIES

This Permit shall be subject and subordinate to current or future franchises granted by the City to any public utility, firm, or corporation to use the public ways. This Permit shall be further subject and subordinate to the right and power of the City to construct, operate, and maintain public utilities or facilities in, above, or under the public ways.

4. PERMIT TERM

A. This Permit shall be effective when approved by the City. It shall authorize Permittee to use the Bicentennial Park portion of the Event Site from 8:00 a.m. Central Time (CT) on Friday, June 2, 2023, until 6:00 p.m. CT on Saturday, June 3, 2023.

- B. Permittee shall be authorized to implement the closures described in Subsection 5.B. from 8 a.m. CT until 1 p.m. CT on Friday, June 2, 2023 and closures described in Subsection 5.C., 5.D., and 5.E. from 8:00 a.m. CT until 12:30 p.m. CT on Saturday, June 3, 2023.

5. ACCESS TO EVENT SITE

- A. Permittee may limit access to the Event Site according to the Site Plan.
- B. To create an unloading and staging event area, exclusively closing **Couch Drive** from North Walker Avenue west to North Lee Avenue.
- C. To create a walk staging and event area, exclusively closing **Colcord Drive** from North Lee Avenue east to North Walker Avenue, **North Walker Avenue** from Colcord Drive north to Couch Drive and **Couch Drive** from North Walker Avenue west to North Lee Avenue.
- D. In addition to the rights granted herein, this Permit shall authorize Permittee to use public property and rights-of-way (included streets in bold), to create a Primary (longer) Event Walking Route, exclusively closing **North Walker Avenue** from Northwest 6th Street south to Colcord Drive, **Colcord Drive** from North Walker Avenue west to North Lee Avenue, **North Lee Avenue** from Colcord Drive south to West Sheridan Avenue, **West Sheridan Avenue** from North Lee Avenue west to North Classen Boulevard, **the northbound lanes of North Classen Boulevard** from West Sheridan Avenue north to Northwest 6th Street, **Northwest 6th Street** from North Classen Boulevard east to North Walker Avenue, as shown in the Site Plan.
- E. In addition to the rights granted herein, this Permit shall also authorize Permittee to use public property and rights-of-way (included streets in bold), to create a Modified (shorter) Event Walking Route, exclusively closing **North Walker Avenue** from Northwest 4th Street south to Colcord Drive, **Colcord Drive** from North Walker Avenue west to Shartel Avenue, **Shartel Avenue** from Colcord Drive north to Northwest 4th Street, and **Northwest 4th Street** from Shartel Avenue east to North Walker Avenue, as shown in the Site Plan.

6. ACTIVITY REGULATION BY PERMITTEE

To ensure public health, safety, and welfare, and to maintain high standards of Event quality, Permittee may regulate activities at the Event Site. These shall include, but not be limited to, exhibits, entertainment, promotions, and concessions.

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7. COMPLIANCE WITH CITY'S AUTHORIZED AGENT(S)

Permittee shall comply with all lawful directives of the City's authorized agent(s), who shall be allowed, at any time, to fully enter or inspect the Event Site.

8. BARRICADES

Barricades shall be placed properly by a licensed vendor. The placement and use of barricades shall be consistent with the Site Plan.

9. POTABLE WATER

Permittee assumes all responsibility for potable water brought to the Event Site. After the Event, Permittee shall restore the area where temporary potable water service is set to pre-Event condition or better.

10. TEMPORARY ELECTRICAL SERVICE

Permittee assumes all responsibility for temporary electrical service brought to the Event Site. Such temporary service shall be installed by a licensed electrical contractor, pursuant to an Electrical Permit issued by the City, and approved by a City inspector before the Event. After the Event, Permittee shall restore the area where temporary electrical service is set to pre-Event condition or better.

11. NOTICE OF EVENT

Before the Event, Permittee shall give notice of the Event to any residents and businesses abutting the Event Site.

12. TRESPASSING

Trespassing on private property is prohibited.

13. TRAFFIC CONTROL

For traffic-control issues, Permittee shall contact the City's Police Department before the Event. Traffic-control measures shall be consistent with the Site Plan.

14. TRASH AND DEBRIS

Permittee shall clean up and remove all trash and debris generated, or otherwise occurring, within the Event Site as a result of the Event. Permittee shall do so before this Permit expires, or within twelve (12) hours after it is revoked.

15. DAMAGE TO CITY PROPERTY

Permittee shall not cause or allow damage, drilling, painting, or permanent construction on City streets, sidewalks, or other City property unless approved by the City's authorized agent(s).

16. PORTABLE RESTROOMS

Permittee shall provide portable restrooms at the Event Site as required by the City's authorized agent(s). Of the portable restrooms required under this Section, at least fifteen percent (15%) shall be Americans with Disabilities Act (ADA) compliant. Where possible, portable restrooms shall be placed on paved surfaces (excluding sidewalks). In all cases, they shall be placed within forty (40) feet of a paved surface (excluding sidewalks).

17. TENT STAKES

Permittee shall use water barrels, sandbags, or cement blocks to secure tents, or other temporary structures, at the Event Site. Permittee shall not use tent stakes at the Event Site without approval of the City's authorized agent(s).

18. TRUCKS OR TRAILERS

Permittee shall ensure that trucks or trailers are placed on paved surfaces (excluding sidewalks). Permittee shall not allow trucks or trailers to be placed on non-paved surfaces without approval of the City's authorized agent(s). This shall include, but not be limited to, concession trucks or trailers.

19. CONSIDERATION

- A. Permittee shall pay the City one thousand four hundred and twenty-five dollars (\$1,425) for this Permit. This includes one thousand three hundred and thirty dollars (\$1,330) to use Bicentennial Park for two (2) days; a non-refundable, twenty-dollar (\$20) processing fee; and a seventy-five dollar (\$75) street closure fee.
- B. In addition to the requirements of Subsection 19.A., Permittee shall pay the City a refundable, three hundred-dollar (\$300) damage/cleaning deposit.
- C. Permittee shall be financially responsible for damage to, or required cleaning of, City property resulting from the Event. This shall apply even if the damage/cleaning cost exceeds to deposit amount, as referenced in this Section. Such responsibility shall include, but is not limited to, damage/cleaning costs from unauthorized parking on grass areas within the Event Site or the cost to dispose of trash or debris left at the Event Site after the Event.

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- D. The consideration required under this Section shall be due on the effective date of this Permit, as described in Section 4. It shall be in addition to Permittee's responsibilities described elsewhere in this Permit.
- E. If Permittee fails to fulfill its obligations under this Section, it may be ineligible for future Permits, or other agreements, with the City until it does so. The City may also pursue legal action to collect the consideration owed by Permittee under this Permit.

20. APPLICABLE TAXES AND FEES

Permittee shall be responsible for any taxes or fees assessed in connection with this Permit. Permittee shall deliver to the City sufficient receipts or other evidence of payment of such taxes and fees, if requested by the City.

21. EVENT FEES AND CONTENT

Permittee warrants that any fees it or its vendors charge Event attendees shall be reasonable and not exceed market tolerance. Permittee's authorized agent(s) shall respond to questions or concerns regarding Event fees, content, or related matters.

22. SAFETY

Permittee shall ensure that all activities under this Permit are conducted in a safe, supervised manner using the least invasive means feasible.

23. NON-DISCRIMINATION

Permittee shall not discriminate against any person because of age; race; creed; color; religion; sex (to include sexual orientation, gender identity, or gender expression); national origin; ancestry; or disability as defined by the ADA, as it may be amended; in furnishing services, privileges, activities, or employment opportunities under this Permit. Nothing in this Section shall prohibit Permittee from establishing categories for participation based on the age, gender, or skill level of the participants.

24. LIAISONS

The City and Permittee shall each designate at least one (1) representative to coordinate Event-related issues and serve as liaisons between the parties.

25. INDEMNIFICATION

- A. Permittee shall release, defend, indemnify, and hold harmless the City, and its officers, agents, and employees, for any claims or liability arising from any activity under this Permit. This provision shall survive the expiration or termination of this Permit, not be limited by any other Permit provision, and be binding upon Permittee and its representatives, successors, and assigns.

- B. The City is constitutionally and statutorily prohibited from indemnifying any third party. This includes, but is not limited to, Permittee, pursuant to Article X, Sections 9, 14, 17, 19, and 26 of the Oklahoma Constitution and the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq., Tort Claims Act), as it may be amended.

26. INSURANCE

- A. Permittee warrants that it is self-insured and that such self-insurance coverage shall protect the City from all claims for bodily injury, death, or property damage arising from Permittee's acts or omissions under this Permit. Permittee further warrants that the amounts of self-insurance coverage available and applicable to each act or occurrence, and to each additional insured, shall be no less than the City's maximum liability under the Tort Claims Act, as it may be amended. The current required minimum general liability coverage is one hundred seventy-five thousand dollars (\$175,000) per person for injury or death, twenty-five thousand dollars (\$25,000) per claim for property damage, and one million dollars (\$1,000,000) for all claims arising from a single occurrence.
- B. Permittee shall not alter the limits of self-insurance coverage without thirty (30) calendar days' prior, written notice to the City by certified mail using the contact information contained in Subsection 43.A.
- C. Permittee shall provide employers' liability insurance and workers' compensation insurance as required by state law.
- D. The insurance required under this Section shall be effective during authorized periods of use, as described in Section 4. Permittee provided a Memorandum of Insurance (see Exhibit B, incorporated herein), which demonstrates the aforementioned self-coverage. Consistent with its internal corporate policies, Permittee shall provide the City's authorized agent(s) with a Certificate of Insurance listing the City as additional insured, at coverage amounts meeting or exceeding those required under the Tort Claims Act, within two (2) business days after this Permit is approved by the City. Permittee's failure to do so may result in the City revoking this Permit, as authorized in Section 27.

27. PERMIT REVOCABLE AT WILL

This Permit shall be revocable at will by either party without cause. The City Manager of the City or designee (City Manager) is authorized to revoke this Permit on behalf of the City by providing written or verbal notice to Permittee. Upon delivery of such written or verbal notice by the City Manager to any agent of Permittee, this Permit shall become void. In such case, Permittee shall immediately cease occupying and using the Event Site. Upon failure to do so, Permittee shall be deemed trespassing on public property under Section 30-35 of the Oklahoma City Municipal Code, 2020, as it may be amended (Code), and be subject to enforcement of the Code provisions.

28. BREACH

Permittee shall comply with all Permit terms. Failure to do so shall be a Permit breach. Upon such breach, the City Manager may give verbal or written notice to any agent of Permittee and may revoke this Permit on behalf of the City, as authorized in Section 27. If so, Permittee shall immediately cease occupying and using the Event Site or be subject to enforcement for trespassing, as provided for in Section 27.

29. TEMPORARY IMPROVEMENTS

Permittee is authorized to install and maintain temporary improvements within the Event Site during the Permit term. Such installation and maintenance (as well as removal) of improvements within the Event Site shall be at the sole risk of Permittee. The City reserves the right to retain use, occupancy, or possession of improvements left within the Event Site after this Permit expires or is revoked.

30. RESTORATION OF DAMAGED PROPERTY

Permittee shall protect all City property within the Event Site. This shall include, but is not limited to, pavement, bleachers, electrical panels, signs, fences, trees, landscaping, irrigation systems, and other structures. If City property is damaged, Permittee shall timely restore it to pre-Event condition or better or otherwise compensate the City for actual losses. This Section excludes normal wear and tear on City property, as determined by the City's authorized agent(s).

31. LAWS AND OTHER PERMITS

This Permit shall be subject to applicable laws, rules, regulations, guidelines, and policies. Permittee, or its vendors, shall obtain other approvals required to conduct the Event. These shall include, but are not limited to, food and beverage permits; construction, occupancy, street-closure, and noise permits; and fire marshal approvals. Misrepresentations by Permittee, or its vendors, to obtain other necessary approvals to conduct the Event shall be grounds for terminating this Permit, as provided for in Section 27.

32. EVENT ADVERTISING

- A. Permittee shall be responsible for advertising and promoting the Event. At their option, the City's authorized agent(s) may assist in these efforts. However, they are under no obligation to so do.

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- B. All Event-related advertising and promotion shall be consistent with the OKC Parks Brand Standard, as determined by the City's authorized agent(s). Any items that use the City seal, or the OKC Parks brand shall be approved by the City's authorized agents before public use. All advertising and promotion efforts shall be designed to ensure mutually beneficial results. However, the City's authorized agent(s) reserve the right to modify any content.
- C. Any Event-related advertising or promotion done by Permittee before this Permit is approved shall be at Permittee's risk.

33. SIGNS FOR PARK USE

- A. One (1) week before the Event, Permittee shall install temporary signs at the Event Site notifying the public of the Event.
- B. At least fifteen (15) calendar days before the Event, Permittee shall submit, for approval by the City's authorized agent(s), information on the number, placement, and content of the temporary signs required under Subsection 33.A.

34. SECTION HEADINGS

The Section headings of this Permit are for convenience only and shall not affect its meaning or interpretation. Permittee acknowledges that its signatory was able to fully review all Permit terms before signing. This Permit shall not be construed in favor of (or against) either party based on who drafted it.

35. REPRESENTATIONS

Permittee warrants that it can fulfill its obligations under this Permit and that its signatory can bind it under the Permit terms.

36. CITY DESIGNEE

The City Manager is authorized to exercise any right or duty of the City under this Permit.

37. GOVERNING LAW AND VENUE OF ACTIONS

This Permit shall be governed by, and construed according to, Oklahoma law. Any legal proceeding regarding this Permit shall be pursued in the appropriate court in Oklahoma County, Oklahoma. Each party shall pay its own attorney fees, and other expenses, related to such legal proceeding.

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38. EVENT STAFF AND VOLUNTEERS

- A. Permittee shall provide sufficient staff and/or volunteers to monitor, facilitate, and control the Event. Permittee shall ensure that its staff and/or volunteers have required training, equipment, certifications, or other resources to successfully perform their duties under this Permit.
- B. Permittee shall work with the City to ensure that at least one (1) City Police officer is on site during the Event. If, as determined by the City's authorized agent(s), additional City Police officers are required, the parties shall coordinate their presence at the Event. Permittee shall pay any cost for off-duty City Police officers to work the Event.
- C. During authorized periods of use, Permittee shall provide necessary security of the Event Site and related, temporary improvements.

39. RELEASES

- A. Permittee shall ensure that, before performing any tasks at the Event, all adult volunteers and participants sign an Acknowledgment and General Release. (Release, see Exhibit C, incorporated herein.)
- B. Permittee shall ensure that, before performing any tasks at the Event, all minor volunteers and participants submit a Release signed by their parent or legal guardian. (See Exhibit D, incorporated herein.)
- C. Permittee shall maintain copies of the Releases required under this Section and provide them to the City's authorized agent(s) upon request. Permittee's paid Event personnel need not submit Releases.

40. SMOKING AND VAPING PROHIBITED

Smoking and vaping are prohibited at the Event Site. Permittee shall take reasonable steps to ensure compliance with the City's no-smoking/no-vaping Ordinance. This includes, but is not limited to, smoking and vaping of tobacco or marijuana products.

41. ALCOHOL

Permittee shall take reasonable steps to ensure compliance with applicable laws regulating the sale and consumption of alcohol at the Event. No alcohol purchased at the Event shall leave the Event Site.

42. TEMPORARY FENCING

As approved by the City's authorized agent(s), Permittee may furnish, install, and maintain temporary Event and perimeter fencing at the Event Site.

43. NOTICES

- A. Official communications to the City regarding this Permit shall be sent to:

The City of Oklahoma City
Parks and Recreation Department
420 W. Main, Suite 210
Oklahoma City, OK 73102
parkevents@okc.gov
405-297-2691

and

The City of Oklahoma City
City Clerk
200 North Walker Avenue, 2nd Floor
Oklahoma City, OK 73102
cityclerk@okc.gov
405-297-2391

- B. Official communications to Permittee regarding this Permit shall be sent to:

The American Heart Association
c/o Cindy Brzozowski
3401 NW 63rd Street, Suite 510
Oklahoma City, OK 73116
Cindy.brzozowski@heart.org
405-496-2898

or to such persons and addresses as the parties later designate in writing.

44. NOTIFICATION OF DAMAGE

Permittee shall immediately notify the City's authorized agent(s) of damage within, or adjacent to, the Event Site due to activities under this Permit. This shall include, but is not limited to, property or environmental damage.

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45. EMERGENCY, INCLEMENT WEATHER, OR UNFORESEEN CIRCUMSTANCE

- A. If an emergency, inclement weather, or other unforeseen circumstance threatens to prevent Permittee from conducting any part of the Event, the parties shall notify each other's liaisons as soon as is feasible.
- B. If either party, acting in good faith, elects to postpone or cancel any part of the Event as provided for under this Section, it shall do so in writing to the other party (by email, text, or other means). Permittee shall be responsible for providing proper notice of such postponement or cancellation to Event attendees or participants.
- C. If any part of the Event is postponed or cancelled, as provided for under this Section, the City and Permittee may reschedule it upon mutual consent, which shall not be unreasonably withheld. An alternate Event date(s) within one (1) year of the scheduled Event date(s) must be chosen within fourteen (14) calendar days after such postponement or cancellation.
- D. Postponement or cancellation of any part of the Event due to an emergency, inclement weather, or other unforeseen circumstance shall be without cost or liability to the City.
- E. As used in this Section, an emergency or other unforeseen circumstance shall include, but is not limited to, a declaration of a state of emergency by a federal, state, or local jurisdiction that substantially impacts the Event or prevents Permittee from conducting the Event.

46. ENVIRONMENTAL DAMAGE

Permittee shall cause no environmental damage at the Event Site, or on surrounding City property. If such damage occurs due to activities under this Permit, Permittee shall immediately remedy the situation, pursuant to applicable environmental regulations, or otherwise compensate the City for actual damages or losses.

47. PARKING

- A. Event parking shall only be allowed in designated areas, as shown in the Site Plan. Permittee's security personnel shall inform Event attendees of City parking Ordinances and, if necessary, notify the City's Police Department of parking violations.
- B. Permittee shall prohibit vehicle parking on non-paved areas of the Event Site. However, Permittee's authorized agents may operate vehicles on non-paved areas of the Event Site **for temporary loading, unloading, and transport of Event-related equipment, supplies, and personnel only**. Other such operation or parking of vehicles by Permittee's agents or Event attendees shall be a Permit breach.

- C. Event parking fees shall not exceed the current, daily rates established by the Central Oklahoma Transportation and Parking Authority (COTPA).

48. ASSIGNING OF PERMIT

This Permit shall not be assigned without written consent of the City.

49. DRONES

Permittee, or its agent(s), shall not operate drones, or other radio-controlled aircraft, at the Event Site without approval of the City's authorized agent(s). A copy of the operator's Federal Aviation Administration license shall be required as part of the approval process.

50. CITY SERVICES MEETING

- A. Before the Event, Permittee's authorized agent(s) shall attend a City Services Meeting. At the City's option, the City Services Meeting may be held in-person, by videoconference, or by other means.
- B. At the City Services Meeting, Permittee shall present information about the Event and receive direction from representatives of the City, the Emergency Medical Services Authority (EMSA), the EMBARK public transit service, or similar entities about Event-related logistics and safety. Permittee shall comply with all directives received at the City Services Meeting. Failure to do so shall be a Permit breach.

51. OUTSIDE VENDORS

Permittee may prohibit non-authorized vendors from soliciting within the Event Site.

52. PROHIBITED ITEMS

Permittee may prohibit Event attendees from bringing certain items within the Event Site. Permittee shall post appropriate notice at the Event Site, and in pre-Event advertising, to inform the public of the prohibited items. Such items may include, but are not limited to, lasers, coolers, umbrellas, or certain weapons.

53. RESTRICTIONS ON MEDICAL SERVICES

Permittee shall not authorize healthcare providers to issue medical recommendations at the Event Site. Nothing in this Section shall prohibit Permittee from facilitating emergency medical care to Event attendees or participants as provided by EMSA, City Police officers or firefighters, or others.

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54. EVENT SITE “AS-IS”

- A. Permittee accepts the Event Site “as-is” and without warranty. The City makes no representation about the Event Site’s suitability for Permittee’s intended use and shall not be liable for any defect at the Event Site.
- B. Permittee warrants that, before entering into this Permit, it’s authorized agent(s) inspected the Event Site, to the extent they deemed necessary and prudent, to determine the facility’s condition and appropriateness for use in conducting the Event.

55. NO WATER BALLOONS

Permittee shall not authorize Event attendees or participants to use water balloons at the Event Site.

56. CONFLICT OF INTEREST

No officer or agent of the City shall have any financial interest, directly or indirectly, in this Permit. Permittee shall promptly notify the City’s authorized agent(s) of any known, or potential, conflict of interest involving any City officer or agent.

57. WAIVER OF BREACH

The City may waive any Permit breach. However, that shall not constitute a continuing waiver of such breach, or similar Permit breaches. Also, the City may later require Permittee to comply with any previously waived Permit breach.

REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE TO FOLLOW

APPROVED by the American Heart Association this 11 day of May, 2023.

UAV

Authorized Agent

Cleveland County)
State of Oklahoma) SS:



This instrument was acknowledged before me on this 11 day of May, 2023.

Notary Public Ang Jordan My commission expires 3/16/2025

APPROVED by the Council of The City of Oklahoma City this 23RD day of
MAY, 2023.

Amy K. Simpson
City Clerk



John B. ...
Vice-Mayor

REVIEWED for form and legality

Jill Burnett
Assistant Municipal Counselor

Exhibit A

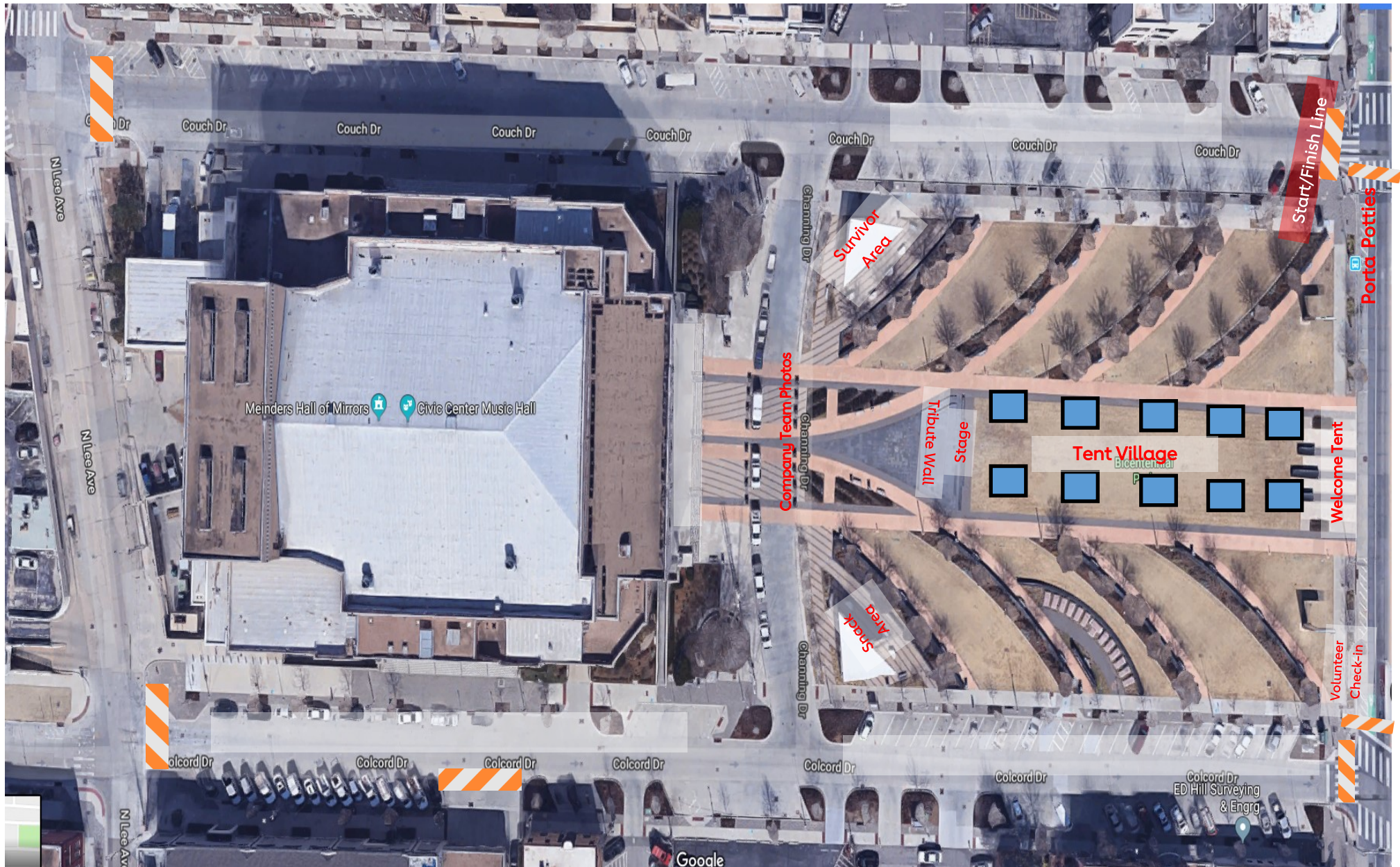
Event Site and Site Plan

(Attached)



American Heart Association.
Heart Walk.

2023 Central OK Heart and Stroke Walk Site Plan



 = Type 3 Barricades



American Heart Association.
Heart Walk.

PRESENTED BY



MIDFIRST BANK

-  **START/FINISH**
-  **1-MILE ROUTE**
-  **3-MILE ROUTE**
-  **WATER STOP**

2022 OKC HEART WALK ROUTE

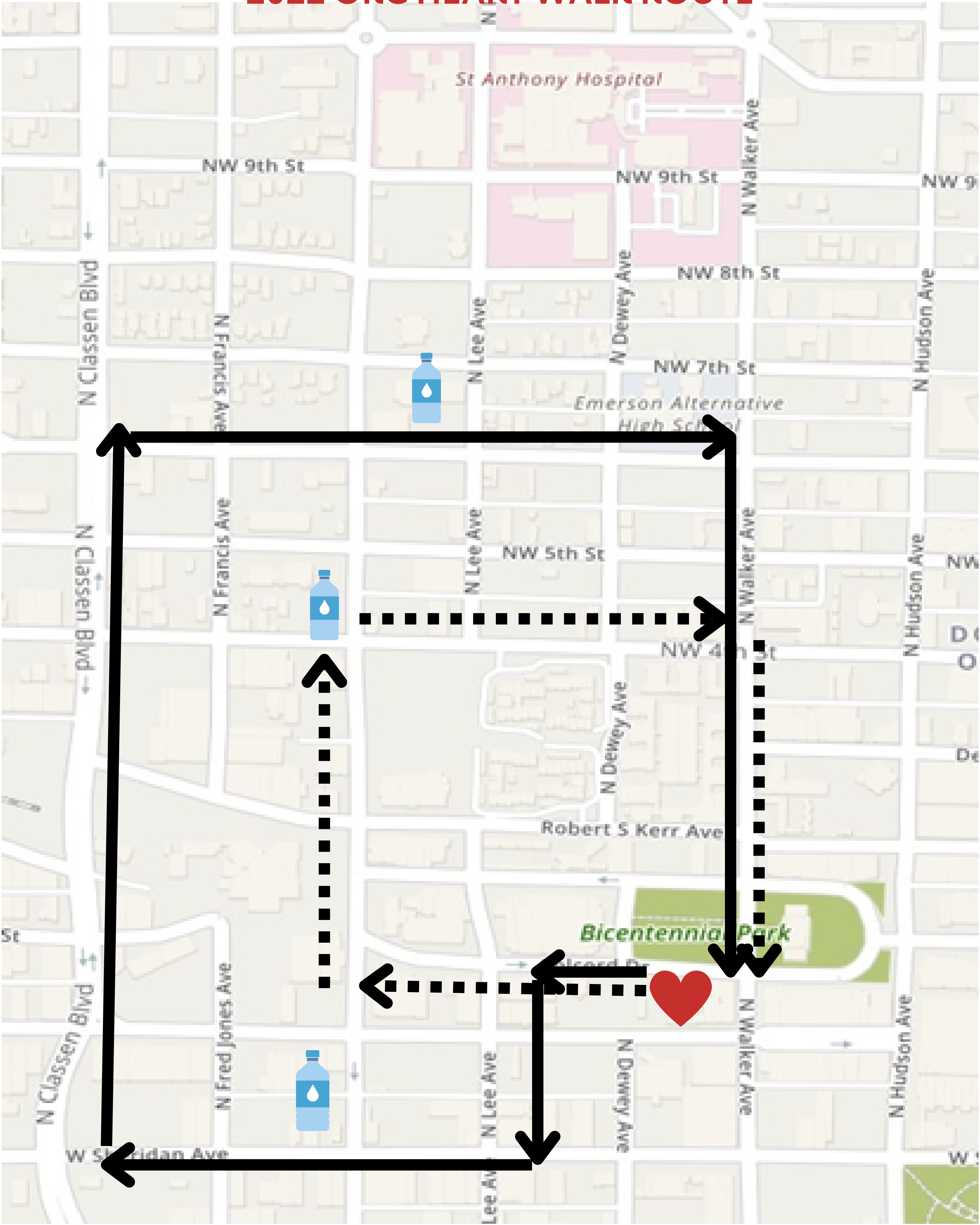


Exhibit B

Memorandum of Insurance

(Attached)

MEMORANDUM OF INSURANCE					DATE 07-Jul-2022	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=null. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>						
PRODUCER Marsh USA Inc. ("Marsh")			COMPANIES AFFORDING COVERAGE			
			Co. A Zurich American Insurance Company			
INSURED American Heart Association, Inc.; RQI Partners LLC 7272 Greenville Avenue Dallas Texas 75231 United States			Co. B American Guarantee & Liability Ins Co			
			Co. C American Zurich Insurance Company			
			Co. D			
			Co. E			
			Co. F			
COVERAGES						
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 MEMORANDUM 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						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	GLO 8376157 27	01-Jul-2022	01-Jul-2023	GENERAL AGGREGATE	4,000,000
					PRODUCTS - COMP/OP AGG	4,000,000
					PERSONAL AND ADV INJURY	2,000,000
					EACH OCCURRENCE	2,000,000
					FIRE DAMAGE (ANY ONE FIRE)	1,000,000
					MED EXP (ANY ONE PERSON)	5,000
A	AUTOMOBILE LIABILITY Any Auto	BAP 8376159 27	01-Jul-2022	01-Jul-2023	COMBINED SINGLE LIMIT	2,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
B	EXCESS LIABILITY Umbrella Form	AUC 9300308-21	01-Jul-2022	01-Jul-2023	EACH OCCURENCE	10,000,000
					AGGREGATE	10,000,000
C	WORKERS COMPENSATION / EMPLOYERS LIABILITY	WC 8376109 27	01-Jul-2022	01-Jul-2023	WORKERS COMP LIMITS	
					EL EACH ACCIDENT	1,000,000
					EL DISEASE - POLICY LIMIT	1,000,000
					EL DISEASE - EACH EMPLOYEE	1,000,000
A	Property	MLP7163621-00	01-Jul-2022	01-Jul-2023	Limit:	75,000,000
The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any						

modifications here to are not authorized.

MEMORANDUM OF INSURANCE		DATE 07-Jul-2022
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=null. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>		
PRODUCER Marsh USA Inc. ("Marsh")	INSURED American Heart Association, Inc.; RQI Partners LLC 7272 Greenville Avenue Dallas Texas 75231 United States	
ADDITIONAL INFORMATION ""The property policy evidenced above - MLP0383809-01 with Zurich American Insurance Company contains various sublimits and is subject to deductibles specific to various perils covered. If you would like additional information regarding these sublimits or deductibles, please contact Melissa Naffziger (214) 244-4472 (melissa.naffziger@marsh.com) or Stacey Gray (Stacey.r.gray@marsh.com), at Marsh USA Inc."" Extra Expense limit 10,000,000 Equipment Breakdown - Ammonia Contamination \$250,000 Spoilage \$250,000 Named Storm: Included, Newly Acquired Locations: \$5,000,000 Other property deductibles may apply as per policy terms and conditions.		
The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.		

Exhibit C
ACKNOWLEDGMENT AND GENERAL RELEASE

I acknowledge that I am a volunteer or participant of the American Heart Association (Permittee) and have agreed to take part in the “OKC Heart Walk” (Event), to be held in and around Bicentennial Park, in Oklahoma City. I also acknowledge that I am not employed or contracted by Permittee or The City of Oklahoma City (City) to perform work or other tasks at the Event. I further acknowledge that I am at least eighteen (18) years of age and have no impairments that prevent me from performing such work or tasks.

I understand that this activity may involve strenuous physical exertion and carries inherent risks, including, but not limited to, property damage, injury, or death. I also understand that I can avoid these inherent risks by not volunteering or participating. I further understand that factors beyond my control, *including negligence*, may affect my safety. In signing this Acknowledgment and General Release (Release), I affirm that neither Permittee nor the City can guarantee my safety and that I participate willingly. If injured, I will rely solely on my own insurance or resources to cover any medical bills or other expenses or losses. I understand that no workers’ compensation or third-party insurance will be available to me.

I hereby release Permittee, the City, and their agents, affiliates, successors, and assigns, from all liability related, in any way, to my volunteer activities or participation at the Event.

Signed this ____ day of _____, 2023.

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

NOTE: Upon request, Permittee shall provide copies of signed releases to the City.

Exhibit D
ACKNOWLEDGMENT AND GENERAL RELEASE
(For Children Under Eighteen (18) Years of Age)

I acknowledge that I and/or my child(ren) are volunteers or participants of the American Heart Association (Permittee) and have agreed to take part in the “OKC Heart Walk” (Event), to be held in and around Bicentennial Park, in Oklahoma City. I also acknowledge that neither I nor my child(ren) are employed or contracted by Permittee or The City of Oklahoma City (City) to perform work or other tasks at the Event. I further acknowledge that I am at least eighteen (18) years of age and that neither I nor my child(ren) have any impairments that prevent us from performing such work or tasks.

I understand that this activity may involve strenuous physical exertion and carries inherent risks, including, but not limited to, property damage, injury, or death. I also understand that I and my child(ren) can avoid these inherent risks by not volunteering or participating. I further understand that factors beyond my control, *including negligence*, may affect our safety. In signing this Acknowledgment and General Release (Release), I affirm that neither Permittee nor the City can guarantee our safety and that we participate willingly. If I or my child(ren) are injured, I will rely solely on my own insurance or resources to cover any medical bills or other expenses or losses. I understand that no workers’ compensation or third-party insurance will be available to us.

I hereby release Permittee, the City, and their agents, affiliates, successors, and assigns, from all liability related, in any way, to our volunteer activities or participation at the Event.

Signed this ____ day of _____, 2023.

Print Name (Parent or Guardian): _____

Signature of Parent or Guardian: _____

Names of Children: _____ Age: _____

_____ Age: _____

_____ Age: _____

_____ Age: _____

_____ Age: _____

NOTE: Upon request, Permittee shall provide copies of signed releases to the City.



The City of
OKLAHOMA CITY

SPECIAL EVENTS

Consent Affidavit confirms that you have received street closure approvals from property owners for the street closure. Signed petition form, emails or letters are accepted forms of consent.

AFFIDAVIT OF CONSENT FROM, AND NOTICE TO, PROPERTIES ABUTTING EVENT

AFFIDAVIT

STATE OF OKLAHOMA}

COUNTY OF OKLAHOMA}

Know all men by these presents: I, Cynthia Brzozowski

Name

as event coordinator of the AHA OKC Heart Walk

Event Name

hereby certify that all required property owners abutting the street closure for the named event have been notified in writing and have provided consent that the right-of-way be closed 6/03/23
date(s)

[Signature]

Signature

5/11/23

Date

Subscribed and sworn before me this 11 day of May, 2023.

[Signature]
Notary Public

My commission expires 3/16/2025



Find additional info and forms @ www.okc.gov/specialevents



The City of
OKLAHOMA CITY

SPECIAL EVENTS

Written Notice Affidavit to properties abutting event.
The written notice affidavit confirms that you have provided written notice (via postcard, letter) to property owners along running route/course.

AFFIDAVIT OF WRITTEN NOTICE TO PROPERTIES ABUTTING EVENT

AFFIDAVIT

STATE OF OKLAHOMA}

COUNTY OF OKLAHOMA}

Know all men by these presents: I, Cynthia Brzozowski
Name

as event coordinator of ATA OKC Heart Walk
Event Name

hereby certify that property owners abutting the named event have been notified in writing that the right-of-way will be closed (date(s)) 6/03/23.

[Signature]
Signature

5/11/23
Date

Subscribed and sworn before me this 11 day of May, 2023.

My commission expires 3/16/2025

[Signature]
Notary Public



Find additional info and forms @ www.okc.gov/specialevents
