

## **RESOLUTION**

**AUTHORIZING THE RIVERSPORT FOUNDATION TO OFFER LIMITED, EVENT-SPECIFIC CAMPING WITHIN A DESIGNATED AREA OF THE BOATHOUSE DISTRICT FOR THE “VENDOR TRADE SHOW,” SCHEDULED FOR SEPTEMBER 3-6, 2024; REQUESTING THAT STAFF EXECUTE A LETTER OF UNDERSTANDING ESTABLISHING TERMS FOR THE EVENT CAMPING, CONSISTENT WITH APPLICABLE LAWS, RULES, AND POLICIES; AND RESTATING THAT CAMPING UNDER ALL OTHER CIRCUMSTANCES REMAINS PROHIBITED UNDER APPLICABLE SECTIONS OF THE OKLAHOMA CITY MUNICIPAL CODE, 2020, AS IT MAY BE AMENDED.**

**WHEREAS,** The City of Oklahoma City (“City”) owns certain property within and adjacent to the North Canadian River, part of which is known as the Oklahoma River; and

**WHEREAS,** the Oklahoma City Riverfront Redevelopment Authority (“OCRRA”) is a public trust of which the City is sole beneficiary; and

**WHEREAS,** the City has leased the Oklahoma River Corridor property to OCRRA; and

**WHEREAS,** a goal of OCRRA is to promote economic development, recreation, and tourism at the Oklahoma River; and

**WHEREAS,** the Riversport Foundation (“Riversport”) is a non-profit whose mission is to inspire excellence, enhance communities, and change lives through Olympic sports and outdoor urban adventures; and

**WHEREAS,** Riversport is OCRRA’s premier partner for managing and programming the Boathouse District; and

**WHEREAS,** Riversport is scheduled to hold the “Vendor Trade Show” (“Event”) September 3-6, 2024; and

**WHEREAS,** certain vendors wish to camp on site to protect their equipment and merchandise; and

**WHEREAS,** Riversport stated that its Boathouse District facilities will be closed to the public during the Event; and

**WHEREAS,** under Section 38-723 of the Oklahoma City Municipal Code, camping is prohibited on OCRRA property, except where specifically designated by OCRRA or the City and posted by the OCRRA General Manager; and

**WHEREAS**, in recent years, OCRRA has occasionally authorized Riversport to allow limited camping under similar circumstances; and

**WHEREAS**, no negative issues were reported with those activities; and

**WHEREAS**, in consultation with Riversport, staff developed a Letter of Understanding, which is incorporated herein as Attachment 1.

**NOW, THEREFORE, BE IT RESOLVED** by the Oklahoma City Riverfront Redevelopment Authority to hereby authorize the Riversport Foundation to offer limited, event-specific camping within a designated area of the Boathouse District, as shown in Attachment 1, for the “Vendor Trade Show,” scheduled for September 3-6, 2024.

**BE IT FURTHER RESOLVED** by the Oklahoma City Riverfront Redevelopment Authority to hereby request that staff execute a Letter of Understanding, as shown in Attachment 1, establishing terms for the event camping, consistent with applicable laws, rules, and policies.

**BE IT FURTHER RESOLVED** by the Oklahoma City Riverfront Redevelopment Authority to hereby restate that camping under all other circumstances remains prohibited under applicable sections of the Oklahoma City Municipal Code, 2020, as it may be amended.

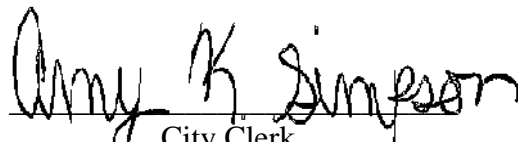
**ADOPTED** by the Oklahoma City Riverfront Redevelopment Authority this 27TH day of AUGUST, 2024.

  
Asst. Secretary

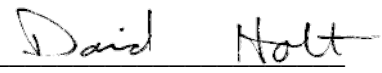


  
Chairman

**CONCURRED** by the City Council of The City of Oklahoma City this 10TH day of SEPTEMBER, 2024.

  
City Clerk



  
Mayor

**REVIEWED** for form and legality.

  
Assistant Municipal Counselor

Attachment 1

Letter of Understanding

(Attached)



August 8, 2024

Melinda McMillan-Miller, CPRP  
OCRRA Surrogate General Manager  
The City of Oklahoma City  
420 West Main, Suite 210  
Oklahoma City, OK 73102

Michael J. Knopp, Executive Director  
Riversport Foundation  
800 Riversport Drive  
Oklahoma City, OK 73129

RE: *LETTER OF UNDERSTANDING – Event Camping for “Vendor Trade Show,”*  
September 3-6, 2024

Recently, the Riversport Foundation (“Riversport”) requested a Letter of Understanding (“LOU”) for limited, event-specific camping for the *Vendor Trade Show* (“Event”) scheduled for September 3-6, 2024. Riversport indicated that certain vendors wish to camp on site to protect their equipment and merchandise. Riversport also stated that its Boathouse District facilities will be closed to the public during the Event.

Staff of the Oklahoma City Parks and Recreation Department (“OKC Parks”) developed this LOU in consultation with Riversport. It establishes a framework to conduct Event camping, subject to the terms described herein. Each party shall fulfill its responsibilities under this LOU at its own expense.

**The signatories of Riversport and OKC Parks hereby agree:**

**1. DESIGNATED CAMPING AREA**

Riversport shall establish a designated location within the Boathouse District for Event camping (“Camping Area,” see Exhibit A, incorporated herein). The Camping Area shall be identified and delineated by suitable means. Camping shall be limited to RVs and “overlander-type” truck campers. Camping in tents, sleeping bags, or by other means shall not be permitted.

**2. CAMPING TERM**

The camping term shall begin no earlier than 6:00 p.m. Central Time (“CT”) on Monday, September 2, 2024. It shall end no later than 6:00 p.m. CT on Friday, September 6, 2024.

3. SIGNS

Riversport shall place multiple signs to designate the Camping Area. The signs shall be constructed of durable material and state: *“Event Camping by Permit Only. Other Camping Prohibited. Ord. 38-723 (a)”* or similar text to be approved by OKC Parks. Riversport shall also prepare replacement signs to use if the originals are damaged or stolen. In addition, Riversport shall post on its social media accounts, and in pre-Event advertising, that camping is Event-specific and by permit only.

4. CHECK-IN AND CHECK-OUT

When setting up their campsites, all campers shall check in with an authorized agent of Riversport. When finished camping at the Event, all campers shall check out with an authorized agent of Riversport. At Riversport’s option, check-ins and check-outs may be done in person or by electronic means.

5. NO RESTROOMS, RV HOOKUPS, OR POTABLE WATER

Riversport shall notify campers in advance that restrooms, RV hookups, and potable water will not be available to them within the Camping Area.

6. SECURITY

Riversport shall notify campers that its security contractor will conduct normal, overnight patrols within the Boathouse District. However, no additional security personnel will be assigned to monitor the Camping Area.

7. TRASH AND DEBRIS

Riversport shall ensure that all trash and debris generated within the Camping Area is promptly removed and does not spill onto other areas of the Boathouse District.

8. SPACING OF CAMPSITES

Riversport shall provide adequate space between campsites to avoid unreasonable crowding and ensure that campers can enjoy reasonable privacy.

9. PROHIBITED ACTIVITIES

Campfires, glass bottles, smoking and vaping, alcohol, and loud music are prohibited within the Camping Area.

10. UNAUTHORIZED CAMPING

Riversport shall not allow camping within the Boathouse District except as authorized under this LOU. Riversport’s security personnel shall immediately instruct any non-authorized campers to leave the Boathouse District. If such individuals do not comply, Riversport shall promptly notify the Oklahoma City Police Department.

11. FEES

Riversport may charge fees for Event camping. Such fees shall be reasonable and not exceed market tolerance. Riversport shall be entitled to keep all related proceeds.

12. EVENT REPORTING

Within three (3) business days after the Event, Riversport shall provide OKC Parks with a summary report of the Event camping. The report may be via email, text, or other means. It shall include the total number of campers checked in and out during the Event and any notable issues associated with the Event camping.

13. CANCELLATION

If OKC Parks determines, in good faith, that Riversport has allowed a condition at the Camping Area that poses an imminent danger to persons or property, or that the Camping Area has become a nuisance or unreasonably interferes with Boathouse District operations, they may cancel this LOU immediately thereafter. Such action shall be without cost or liability to the Oklahoma City Riverfront Redevelopment Authority (“OCRRA”) or The City of Oklahoma City (“City”). If so notified by OKC Parks, Riversport shall relocate all campers as soon as is feasible, but, in all cases, within four (4) hours after receiving the cancellation notice. However, if upon such notice, Riversport demonstrates an ability to promptly correct the situation, it shall have a reasonable opportunity to do so before OKC Parks cancels this LOU.

14. INDEMNIFICATION

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

15. INOPERABLE VEHICLES

Riversport shall ensure that any disabled automobiles within the Camping Area are removed within two (2) hours. This shall include, but is not limited to, cars, trucks, truck campers, or RVs.

16. RELEASES

Riversport shall ensure that all adult campers sign an Acknowledgment and General Release. (“Release,” see Exhibit B, incorporated herein). Riversport shall ensure that all minor campers submit a Release signed by their parent or legal guardian (see Exhibit C, incorporated herein). Riversport shall maintain copies of the Releases required under this section and provide them to OKC Parks upon request.

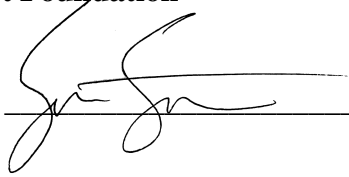
17. BREACH AND WAIVER

Riversport shall comply with all LOU terms. Its failure to do so shall result in a breach of this LOU. OKC Parks may waive such a breach. However, that shall not grant a continuing waiver of that breach or additional breaches. Also, OKC Parks may later require Riversport to comply with any previously waived LOU breach.

SIGNATURE PAGE TO FOLLOW

**Riversport Foundation**

Signature: \_\_\_\_\_



Printed Name: Seth Stevenson

Title: Director of National Events

Date: 08/09/2024

**OKC Parks**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A  
Camping Area  
(Attached)



# Exhibit A



## Legend

 RV Parking Area

Exhibit B  
ACKNOWLEDGMENT AND GENERAL RELEASE

I acknowledge that I have received a temporary camping permit from the Riversport Foundation (“Riversport”) for the “Vendor Trade Show,” to be held in the Boathouse District in Oklahoma City (“Event”). I also acknowledge that I am not employed or contracted by Riversport, The City of Oklahoma City (“City”), or the Oklahoma City Riverfront Redevelopment Authority (“OCRRA”) 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 undertaking the activity described above.

**I understand that voluntarily camping at the Event 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 voluntarily camping at the Event.** 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 Riversport, the City, nor OCRRA can guarantee my safety or the safety of my property 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 Riversport, the City, and OCRRA, and their agents, affiliates, successors, and assigns, from all liability related, in any way, to my voluntary camping at the Event.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2024.

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, Riversport shall provide copies of signed Releases to the City.



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

I acknowledge that I and/or my child(ren) received a temporary camping permit from the Riversport Foundation (“Riversport”) for the “Vendor Trade Show” to be held in the Boathouse District in Oklahoma City (“Event”). I also acknowledge that neither I nor my child(ren) are employed or contracted by Riversport, The City of Oklahoma City (“City”), or the Oklahoma City Riverfront Redevelopment Authority (“OCRRA”) 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 undertaking the activity described above.

**I understand that voluntarily camping at the Event 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 voluntarily camping at the Event.** 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 Riversport, the City, nor OCRRA can guarantee our safety or the safety of our property 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 Riversport, the City, and OCRRA, and their agents, affiliates, successors, and assigns, from all liability related, in any way, to our voluntary camping at the Event.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2024.

Print Name (Parent or Guardian): \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_

Names of Children: \_\_\_\_\_ Age: \_\_\_\_\_

\_\_\_\_\_ Age: \_\_\_\_\_

\_\_\_\_\_ Age: \_\_\_\_\_

\_\_\_\_\_ Age: \_\_\_\_\_

\_\_\_\_\_ Age: \_\_\_\_\_

NOTE: Upon request, Riversport shall provide copies of signed Releases to the City.