

REVOCABLE PERMIT

This Revocable Permit (“Permit”) is entered into as set forth below between The City of Oklahoma City (“City”) and the Riversport Foundation (“Permittee”).

WITNESS:

WHEREAS, Permittee desires to hold the “Stars & Stripes Regatta” (“Event”) on Saturday, June 22, 2024; and

WHEREAS, the Event will use the Boathouse District, Regatta Park, the Eastern Basin of the Oklahoma River (“Event Site”); as shown in Exhibit A, incorporated herein; and

WHEREAS, the Event will feature a fireworks display; and

WHEREAS, Permittee will subcontract with a licensed, professional fireworks company to set up and conduct the fireworks display within the Event Site; and

WHEREAS, the Event will be open to public; 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

This Permit shall be effective when approved by the City. It shall authorize Permittee to use the Event Site from 7:00 a.m. Central Time (“CT”) until 11:00 p.m. CT on Saturday, June 22, 2024. The parties acknowledge that the Event set-up days shall be Saturday, June 15, 2024, through Saturday, June 22, 2024. The Event tear-down days shall be Saturday, June 22, 2024, through Wednesday, June 26, 2024. During the Event set-up and tear-down days, Permittee shall not have exclusive use of the Eastern Basin portion of the Event Site.

5. ACCESS TO EVENT SITE

During the Event, Permittee may limit access to the Event Site according to 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 are not limited to, exhibits, entertainment, promotions, and concessions.

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, if needed, shall be placed properly by a licensed vendor. The placement and use of barricades shall be consistent with the Site Plan. The Site Plan shall include, but is not limited to, a detailed description of the fireworks fall-out zone within the Event Site.

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. Permittee acknowledges that an important element of Event clean up is the prompt identification and removal of any unexploded fireworks shells within or near the Event Site.

15. DAMAGE TO CITY OR OCRRA PROPERTY

Permittee shall not cause or allow damage, drilling, painting, or permanent construction on City streets, sidewalks, or other City or Oklahoma City Riverfront Redevelopment Authority ("OCRRA") 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 agents(s). This includes, but is not limited to, concession trucks or trailers.

19. CONSIDERATION

- A. Consistent with the Amended Landscaping, Maintenance, and Related Public Amenities Lease Agreement among the City, OCRRA, and Permittee, the City shall apply the Permit fees, totaling one thousand six hundred fifty dollars (\$1,650), toward Permittee's annual credit for event permits within, and adjacent to, its leasehold. The charges referenced in this subsection include one thousand six hundred dollars (\$1,600) to use the Eastern Basin for one (1) day; and a non-refundable, fifty-dollar (\$50) processing fee.
- B. Effective September 13, 2023, Permittee obtained an Annual Oklahoma River Firework Permit ("Firework Permit"), valued at seven thousand five hundred dollars (\$7,500). The Annual Firework Permit, incorporated herein by reference, allows Permittee up to ten (10) fireworks displays along the Oklahoma River in a twelve-month (12-month) period. For this Event, Permittee shall use the fifth (5th) of its ten (10) displays authorized under the Firework Permit.
- C. Permittee shall be financially responsible for damage to or required cleaning of City or OCRRA property resulting from the Event. This shall include, but is not limited to, damage/cleaning costs resulting from parking on grass areas within the Event Site or the cost to dispose of trash or debris left on site after the Event.
- D. 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.
- E. The consideration due under this section shall be in addition to Permittee's responsibilities described elsewhere in 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

Any fees that Permittee or its vendors charge Event attendees or participants 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 race, color, religion, creed, sex, gender, national origin, age, familial status, genetic information, or disability, 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, OCRRA, and their officers, agents, and employees, for any claims or liability arising from any activity under this Permit. This provision shall survive the expiration or revocation 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 and OCRRA are 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 shall provide a comprehensive general liability insurance policy sufficient to meet the City’s and OCRRA’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, to be effective during authorized periods of use, as described in Section 4. Permittee shall pay required insurance premiums or deductibles.
- B. Permittee’s insurance policy shall name the City and OCRRA as additional insured. Permittee shall not cancel, fail to renew, nor decrease the limits by endorsement 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. Consistent with the other requirements of this section, Permittee shall provide a certificate of insurance to the City's authorized agent(s) before this Permit is docketed for City Council action. (See Exhibit B, incorporated herein.)

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 authorized periods of use. 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 and OCRRA 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 or OCRRA property is damaged, Permittee shall timely restore it to pre-Event condition or better or otherwise compensate the City or OCRRA for actual losses. This Section excludes normal wear and tear on City or OCRRA 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 revoking this Permit, as provided for in Section 27.

32. EVENT ADVERTISING, CITY SEAL, OCRRA LOGO, AND PARKS ICON

- 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 do so.
- B. All Event-related advertising and promotions 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, the OCRRA logo, or the OKC Parks Brand shall be approved by the City's authorized agents before public use. All advertising and promotions 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 promotions done by Permittee before this Permit is approved by the City 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 of reference 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.

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 or 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 or 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 shall include, is not limited to, smoking or 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
405-297-3882

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 Riversport Foundation
c/o Tricia Downey
800 Riversport Drive
Oklahoma City, OK 73129
tdowney@riversportokc.org
763-268-9336

or to such people 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.

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. 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 or OCRRA.
- 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 or OCRRA 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 or OCRRA 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 Event security personnel shall inform Event attendees of City parking Ordinances and, if necessary, notify the City's Police Department of parking violations.
- B. Except as authorized in the Site Plan, Permittee shall prohibit vehicle parking on non-paved areas of the Event Site. However, Permittee's authorized agents and personnel 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 by Event attendees or participants, shall be a Permit breach. In addition, Permittee shall not allow vehicles to be parked on or impede access to the Oklahoma River Trails in or near the Event Site.

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

48. ASSIGNMENT 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. Well in advance of 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.

54. EVENT SITE “AS-IS”

- A. Permittee accepts the Event Site “as-is” and without warranty. The City and OCRRA make 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, its 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 City or OCRRA officer or agent 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 or OCRRA officer or agent.

57. WAIVER OF BREACH

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

58. NON-INTERFERENCE WITH RIVER CRUISERS

- A. Permittee’s activities shall not unreasonably interfere with operations of the Oklahoma River Cruisers.
- B. If requested by the City’s authorized agent(s), Permittee shall attend a pre-Event meeting to discuss Event-related logistics and steps Permittee shall take to ensure compliance with the requirements of this section. The meeting described in this subsection shall be in addition to, and not in lieu of, the City Services Meeting referenced in Section 50.

59. FIREWORKS

- A. Permittee shall comply with all terms and conditions of the Firework Permit, as referenced in Subsection 19.B. and incorporated by reference.
- B. This Permit authorizes only one (1) Oklahoma River fireworks display. Additional fireworks displays on OCRRA property shall require separate approval.

- C. Consistent with the Firework Permit and the Site Plan, Permittee may temporarily close the South Oklahoma River Trail for up to four (4) hours during the Event.

60. REGISTRATION OF VESSELS

Any vessel operated by Permittee or its agents at the Event Site shall be properly registered with the State of Oklahoma and the City, fully insured, and operated safely by individuals with appropriate licenses.

61. PERMITTEE’S VEHICLES ON RIVER TRAILS

- A. To the extent necessary to provide essential support functions during the Event, Permittee may use its automobiles on the Oklahoma River Trails. The automobiles shall be properly registered, fully insured, and operated safely by individuals with appropriate licenses.
- B. As used in this section, “Automobiles” shall mean battery-powered golf carts (or similar, battery-powered vehicles), or cars, pickups, and SUVs. As used in this section, “Operated Safely” shall mean that Automobiles do not endanger or unreasonably interfere with trail users, do not damage trails or surrounding areas, and do not exceed twenty-five (25) miles per hour on the Oklahoma River Trails.
- C. When operating on the Oklahoma River Trails, Permittee’s Automobiles shall be equipped with flashing yellow lights and magnetic door signs. The magnetic door signs shall be labeled “Riversport Foundation, Official Event-Support Vehicle,” or with similar text to readily identify their purpose.

62. OPTIONAL, TEMPORARY BARRIERS

At its option, the City may install, or authorize Permittee to install, temporary barriers near the Event Site to control unauthorized access. However, the City is under no obligation to do so. The number, type, and location of such temporary barriers shall be approved by the City’s authorized agent(s). Permittee shall coordinate with the City to facilitate the use and removal of such temporary barriers during the Event.

REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE TO FOLLOW

APPROVED by the Riversport Foundation this 14 day of February, 2024.

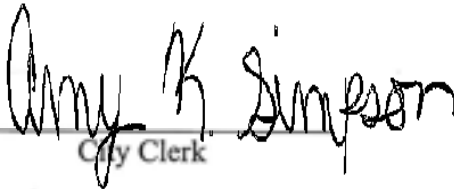

Authorized Agent

Oklahoma County)
State of Oklahoma) SS:

This instrument was acknowledged before me on this 14 day of Feb., 2024.

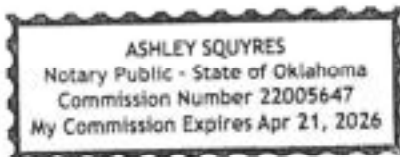
Notary Public Ashley Squyres My commission expires 4-21-26.

APPROVED by the Council of The City of Oklahoma City this 12TH day of MARCH, 2024.


City Clerk




Mayor



REVIEWED for form and legality

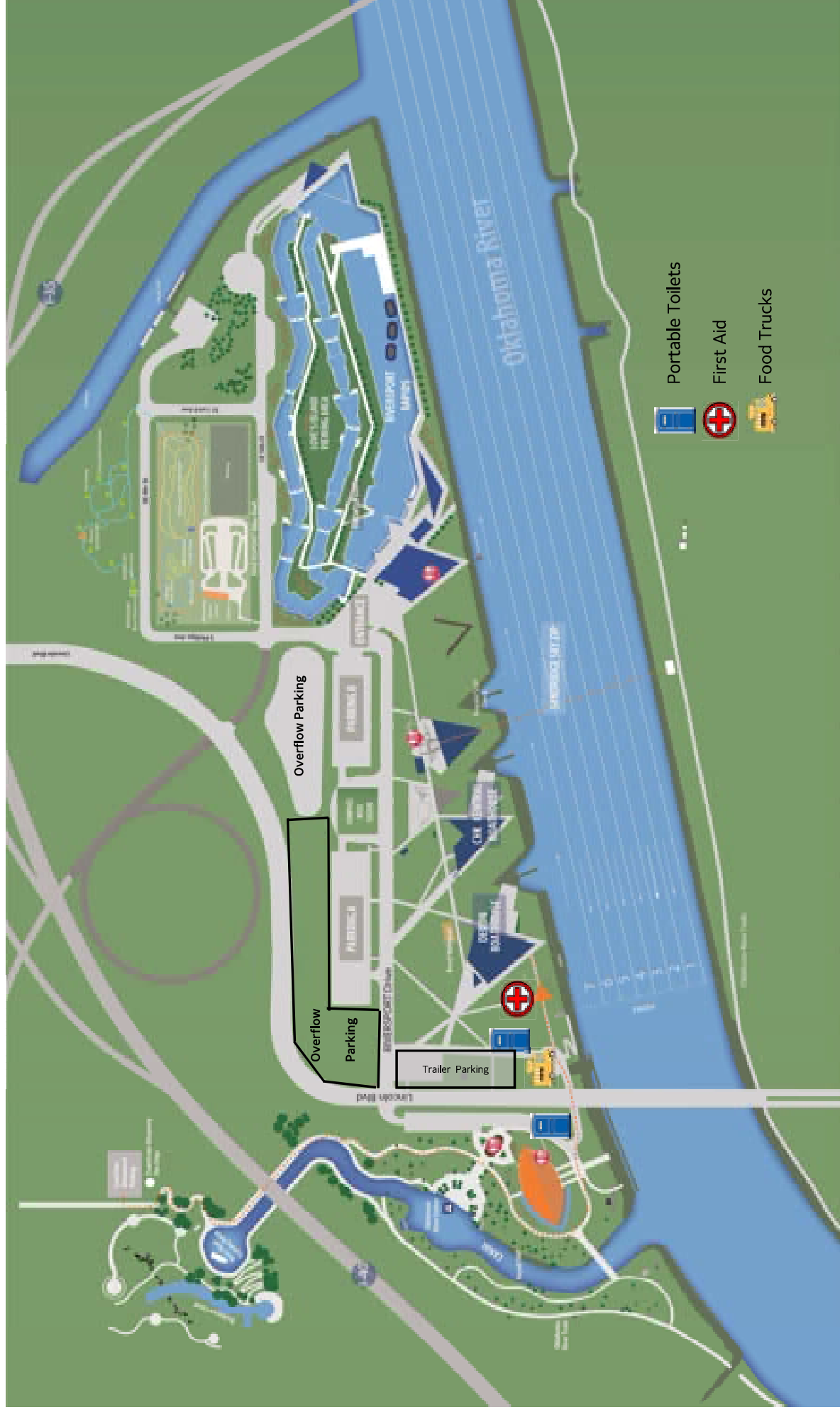

Assistant Municipal Counselor

Exhibit A

Event Site and Site Plan

(Attached)

Master Site Plan



Stars & Stripes Regatta Course Map

Launch at Chesapeake Boathouse using area between Lincoln Bridge and Railroad Bridge

Travel to start in northernmost lane

Start area between the 2k start line and the buoys before the dam

Race ends at the Finish Line

Recovery at Chesapeake Boathouse

Dragon boat races and canoe/kayak races will launch from Chesapeake, Finish Line Tower, and Devon Boathouse. Races will not exceed the bounds of this course.



Exhibit B

Certificate of Insurance

(Attached)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/06/2024

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

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

PRODUCER K&K INSURANCE GROUP, INC. P.O. BOX 2338 FORT WAYNE, IN 46801	CONTACT NAME: ENTERTAINMENT PHONE (A/C, No, Ext): 800-440-5580 FAX (A/C, No): 260-459-5511 E-MAIL: ADDRESS:
INSURED RIVERSPORT FOUNDATION 725 SOUTH LINCOLN BLVD. OKLAHOMA CITY, OK 73129	INSURER(S) AFFORDING COVERAGE INSURER A: MARKEL INSURANCE COMPANY NAIC # 38970 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: C162340

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LIQUOR LIMITS - \$1,000,000/\$2,000,000 AGG GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		MKP0000501308700	2/1/2024 12:01 AM	2/1/2025 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$300,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000 BODILY INJURY TO PARTICIPANTS PROFESSIONAL LIABILITY
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION	Y		MXK0000501308800	2/1/2024 12:01 AM	2/1/2025 12:01 AM	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/>	N/A					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	PARTICIPANT ACCIDENT						AD&D Primary Medical Excess Medical Weekly Indemnity

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CERTIFICATE HOLDER IS ADDITIONAL INSURED AS RESPECTS THE NAMED INSUREDS OPERATIONS AS PER POLICY AND WRITTEN CONTRACT. COVERAGE DOES NOT EXTEND TO THE NEGLIGENCE OR ERRORS & OMISSIONS OF THE ADDITIONAL INSURED PER FORM CG2026.

CERTIFICATE HOLDER

CANCELLATION

City of Oklahoma City and its Trusts Oklahoma City Riverfront Redevelopment Authority (OCRA) Oklahoma City Water Utilities Trust (OCWUT) 420 W Main Street Oklahoma City, OK 73102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Exhibit C
ACKNOWLEDGMENT AND GENERAL RELEASE

I acknowledge that I am a volunteer or participant of the Riversport Foundation (“Permittee”) and have agreed to take part in the “Stars & Stripes Regatta” (“Event”), to be held in and along the Oklahoma River in Oklahoma City. I also acknowledge that I am not employed or contracted by Permittee, 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 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, the City, nor OCRRA 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, OCRRA, 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 _____, 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: _____
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 Riversport Foundation (“Permittee”) and have agreed to take part in the “Stars & Stripes Regatta” (“Event”), to be held in and along the Oklahoma River in Oklahoma City. I also acknowledge that neither I nor my child(ren) are employed or contracted by Permittee, 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 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, the City, nor OCRRA 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, OCRRA, 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 _____, 2024.

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.