

WFN OUTDOOR EVENTS LAW NO. 2005-20

OUTDOOR EVENT PERMIT
APPLICATION FORM

FORM A
(Section 4.1)

Permit Fee of \$ _____
Application
received: _____, 20__

The WFN Outdoor Events Law No. 2005-20 prohibits the holding of a Outdoor Event without a permit. This Outdoor Event Permit Application Form must be fully completed and submitted to the Nation at least sixty (60) days prior to the Outdoor Event. This Permit contains conditions which must be complied with by the Applicant, who, should a Permit be granted, covenants and agrees with the Nation to comply with such Permit conditions and all provisions of the Law.

PART ONE

A. APPLICANT

1. Full legal name, address and telephone, facsimile and cellular numbers of the Applicant:

Name: _____
Address: _____
Telephone: _____ Facsimile: _____ Cellular: _____
Email: _____

2. Full legal names, addresses and telephone, facsimile and cellular numbers of any affiliated organizations or sponsors:

B. EVENT

3. Name of Outdoor Event Applied for:

4. Date(s) of Outdoor Event:

5. Nature of Outdoor Event:

6. Location of Outdoor Event (give street address):

7. Estimated attendance: _____ Admission to be Charged: _____ or N/A
8. Hours of each day Outdoor Event to be held including hours required for set-up and clean-up:
Set-up: _____ hours per _____ days
Outdoor Event: _____ hours per _____ days
Clean-up: _____ hours per _____ days

PART TWO

C. CONDITIONS

9. Describe fully arrangements for the following, as applicable (attach further sheets if necessary):
- (a) drinkable water supply: _____

 - (b) toilet facilities: _____

 - (c) garbage collection and removal: _____

 - (d) food and drink storage, preparation, dispensing and use: _____

 - (e) off-street parking of motor vehicles, as that term is defined in the *Highways Act*:

 - (f) policing and other necessary security on and around the site: _____

 - (g) traffic control on and around the site: _____

 - (h) provision of a police and security command post: _____

10. Estimated number of employment opportunities for Westbank First Nation Members:

11. A refundable Security Deposit in the amount of \$ _____ received on _____, 20____. The deposit will be returned to the Applicant within 14 days of receipt by Council of confirmation from the WFN Law Enforcement Officer of satisfactory completion of Permit conditions.

D. CONSENT

The following person(s) hereby consent to the Outdoor Event being held on the site described above which the following person(s) represent and warrant to be in their lawful possession:

_____)
_____)
Witness Signature: _____)
_____)
_____)
Print Name: _____)
_____)
_____)
Address: _____)
_____)
_____)
Occupation: _____)

_____)
_____)
Name: _____)
_____)
_____)
Dated: _____)

_____)
_____)
Witness Signature: _____)
_____)
_____)
Print Name: _____)
_____)
_____)
Address: _____)
_____)
_____)
Occupation: _____)

_____)
_____)
Name: _____)
_____)
_____)
Dated: _____)

WFN OUTDOOR EVENTS LAW NO. 2005-20

**OCCUPANT SAVE HARMLESS
AND CONSENT AGREEMENT**

**FORM B
(Section 4.3(b))**

(To be signed by the lawful Occupant of the site on which the Outdoor Event is to take place.)

I/WE _____, being the lawful Occupant(s)
of _____, consent to the holding of the
following Outdoor Event on the above described site:

_____ on _____, 20____.
Name of Outdoor Event

and agree to:

I/we shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by Westbank First Nation, its elected officials, officers, employees, agents and members (the "Indemnities") including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the holding of the Outdoor Event, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnities.

I/we shall defend, indemnify and save harmless the Indemnities from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the holding of the Outdoor Event, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnities.

SIGNATURE OF OCCUPANT: _____

SIGNATURE OF OCCUPANT: _____

DATE: _____

NOTE: Personal information collected on this form is collected for the purpose of processing this application and for administration and enforcement of this *WFN Outdoor Events Law*. If you have any questions about this collection, please contact the WFN Law Enforcement Officer.

WFN OUTDOOR EVENTS LAW NO. 2005-20

SAVE HARMLESS AGREEMENT

**FORM C
(Section 6.3)**

(To be signed by the Applicant of Outdoor Events Permit)

I/We _____

Check (✓) once read:

- (a) has/have read and agree to be bound by the rules and regulations contained in the WFN facility rental policy agreement, where applicable;
- (b) agree to post security as required by Council of the Westbank First Nation;
- (c) agree to defend, indemnify and save harmless the Westbank First Nation from and against all claims, demands, actions, proceedings and liabilities whatsoever and all costs and expenses incurred in connection therewith arising as a consequence of the Outdoor Event, being _____ held on _____, 20____, at _____, and
- (d) agree to provide Council with a Certificate of Insurance for Public Liability in the amount of Two Million Dollars (\$2,000,000.00) showing the Westbank First Nation as a named insured under the policy.

Applicant: Signing Officer of Event Organizer

(Print) Position

(Date)

WFN OUTDOOR EVENTS LAW NO. 2005-20

RELEASE AND WAIVER

**FORM D
(Section 6.3)**

In consideration of being permitted to use the site to hold the Outdoor Event located at _____ and held on _____, the undersigned Applicant for Outdoor Event Permit, including heirs, personal representatives, successors and assigns (the "Releasor"):

Check (✓) once read:

- (a) acknowledges that I have read and agree to be bound by the rules and regulations contained in the WFN facility rental policy agreement, where applicable;
- (b) releases and forever discharges the Westbank First Nation including its affiliated corporations, officers, employees, servants, agents, successors and assigns ("Westbank") from all liability to the Releasor for any and all loss or damage and any claim or demands therefor on account of injury to the person or property and whether caused by the negligence of the Releasor or otherwise;
- (c) assumes full responsibility and risk of bodily injury, death or property damage associated with the use of the site, whether due to negligence of the Westbank or otherwise;
- (d) acknowledges and agrees that Westbank has not made any warranties or representations respecting the suitability or condition of the site;
- (e) agrees to indemnify and save harmless Westbank from any and all claims, actions, liabilities, complaints, damages and otherwise arising from the use of the premises, including any remedies which may subsist in law, equity or under legislation.

SIGNED, SEALED AND DELIVERED
in the presence of:

Applicant: Signing Officer of Event Organizer

Address

Occupation

(Date)