

TERMS AND CONDITIONS

- 1) **THIS PERMIT DOES NOT GIVE EXCLUSIVE USE OF THE FACILITY. THERE MAY BE MULTIPLE EVENTS PERMITTED ON ANY CERTAIN DAY. YOUR EVENT MUST BE CONDUCTED IN A MANNER THAT ALLOWS USE BY THE GENERAL PUBLIC.**
- 2) **ALL VEHICLES ENTERING THE PARK FOR THIS EVENT MUST PAY THE VEHICLE USE FEE. THE VEHICLE USE FEE IS IN EFFECT 24/7 FROM MAY 1ST TO COLUMBUS DAY OF EACH YEAR. ALL VEHICLES MUST DISPLAY A VALID PARKING TICKET FROM THE PAY STATION.**
- 3) **ALL VEHICLES AND ACCOMPANYING TRAILERS MUST BE PARKED IN DESIGNATED LOCATIONS.**
- 4) **WEIGH-INS: There is a designated area to set up for weigh-ins during fishing tournaments - a gravel patch located in the NW corner of the Boat Launch by the kayak dock.**
- 5) This permit is not transferrable and may be revoked at any time at the discretion of an authorized representative of the NYS Office of Parks, Recreation, and Historic Preservation.
- 6) Park Manager has the authority to cancel event due to weather or other conditions.
- 7) This permit may be used only by the designated permittee and only for the purpose, location and time period stated. The permit does not entitle the Permittee to any alternate dates due to weather conditions unless approved by the park.
- 8) The park is a Carry-In, Carry-Out facility. Permittee is responsible for cleanup of area and trash removal.
- 9) Any equipment, signs, etc. placed in park for event must be removed upon event completion
- 10) Any person issued a permit assumes all liability and responsibility for any activity conducted under the authority of the permit or any actions resulting from activities authorized by the permit.
- 11) Permittee assumes all risks in the performance of all activities authorized by this Permit and agrees to defend, indemnify and hold harmless the People of the State of New York, the Office of Parks, Recreation and Historic Preservation, the Finger Lakes State Park, Recreation and Historic Preservation Commission, their officers, employees, agents and assigns from and against any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature, whether direct or indirect, caused or contributed to by Permittee and guests, and/or arising out of Permittee's conduct and/or Permittee's performance pursuant to this Permit. Permittee shall defend at its sole cost and expense any action commenced for the purpose of asserting any claim of whatsoever character arising out of this Permit.
- 12) Permittee shall promptly report any and all unusual incidents directly to the Park Manager or Park Police. Unusual incidents include, but not limited to, damage to park property, accidents, personal injuries, and emergencies involving medical personnel.
- 13) Permittee understands that he/she will be held responsible and billed for any and all damages done to park/site property and facilities during activity/event.
- 14) This event permitted by this agreement is subject to the policies and normal operating rules, regulations of the New York State Office of Parks, Recreation and Historic Preservation as contained in the *Official Compilation of Codes, Rules and Regulations of the State of New York*. Should violations of these rules occur, and should they not be corrected upon direction from an employee, officer or agent of the agency, such employee, officer or agent is empowered to immediately cancel this permit and take such remedial and/or legal action as may be provided by law.
- 15) OPRHP reserves the right to cancel at any time a scheduled or on-going program, activity or event due to improper compliance with stated policies and procedures. OPRHP further reserves the right to exercise any controls over the permitted activity/event which are felt to be in the public interest.
- 16) An approved, signed copy of this Permit must be provided by the Permittee to any Park Police or any other park personnel upon request on the day of the permitted activity/event.