

Application for Classes/Activities Held on LDLA Property

Organized classes or activities (including parties, picnics, weddings, etc) are allowed on LDLA-owned property if approved by the LDLA Board. The nine requirements below must be followed to receive approval:

1. Member requesting use of LDLA property must be a member in good-standing, i.e., all dues, assessments, and fees must be paid in full.
2. Activities must not include a significant element of risk for participants or any non-participating Members. For instance, a low-impact yoga class would be fine from a risk standpoint but a firearms class would likely not receive approval.
3. Activities must only be for LDLA Members and their immediate guest(s) and current LDHA Beach Members. The “organizer” or “instructor” of the activity can NOT promote the activity to non-members and then consider attendees to be their guest(s).
4. Activities can’t inconvenience non-participating Members. For instance, an activity that would tie up the entire beach and cause non-participating Members to be unable to use the beach would not be allowed.
5. Activities must be open to all LDLA Members who wish to participate and are willing to pay any associated costs.
6. Activities must not cause the LDLA and non-participating Members to incur additional costs. **This includes, but is not limited to, site prep and clean-up costs.**
7. Activities must be organized by LDLA Member(s) in good-standing, see #1. Under no circumstances are non-members allowed to organize activities on LDLA property. Non-members can instruct a class IF invited to do so by a LDLA Member.
8. All paid instructors must have General Liability insurance, listing the association as Additional Insured with a Waiver of Subrogation. Paid instructors should also have Workers Compensation Insurance or documentation from the State that they are declining coverage for work related injuries.
9. If instructors are LDLA Members, they are not allowed to charge for their service (or receive “donations”) as it’s contrary to our Plat Restrictions as interpreted by the LDLA Attorney. LDLA Members are however welcome to lead a class on a volunteer basis. When operating as a volunteer, the insurance requirements in #7 above are not necessary.
10. **All participants, and any paid or volunteer instructors, must sign a liability release available from the Lake Manager.**

If the instructor will be paid, please provide the name of the instructor along with proof of Workers Comp Insurance and copies of General Liability insurance, listing the association as Additional Insured with a Waiver of Subrogation.

Please complete the attached form and submit completed form via email (LDLA@lakedoster.net) or hard copy to a board member.

Name: _____

Address: _____

Phone: _____

Describe the proposed activity (include expected number of participants, timing for activity, any fees, and desired location). _____

_____.

Will trash be generated by this activity? Yes/No _____

If so, plan to remove trash, (see requirement 5 from above list). Should you not remove trash, you will be assessed for the clean-up.

Individual participant liability release waiver forms (#9 above) must be submitted to the Lake Manager prior to the activity and if that is not possible no later than the day of first activity.

RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RESPONSIBILITY

I, (please print) _____, acknowledge that I have Voluntarily applied to use the main beach, swim area and Lot 68 at Lake Doster which is owned by Lake Doster Lake Association (LDLA) and which is located on Midlakes Blvd in Gun Plain Township, Allegan, MI.

I am aware that use of the beach and swim area are at my own risk and that the LDLA has no responsibility or liability for any injury or harm that may Occur to myself and/or guests during our use of the area.

I forever release the LDLA, their directors, officers, agents, contractors and representatives from any and all actions, claims, or demands that I, my assignees, heirs, distributes, guardians, next of kin, spouse and legal representatives now have or may have in the future for injury, death or property damage related to my use of the premises described above.

I also fully accept all responsibility an liability for any damage to the facilities and/or premises and will promptly reimburse the LDLA for the costs of any repairs due to my use of the facilities described above. I further agree that the area will be cleaned and restored to its current condition before I leave the premises.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND AN ASSUMPTION OF RESPONSIBILITY AND I SIGN IT OF MY OWN FREE WILL.

Please sign and date

Dennis Erickson, LDLA Lake Mgr.

Address

Date of activity

Telephone No.

Emergency contact