



## EVENT ENDORSEMENT AND CONTRACT (the “Agreement”)

### *FTA Mission Statement:*

*Develop, maintain and enhance a human-powered trail network in the Fernie area.*

The Fernie Trails Alliance (FTA) prides itself in the relationships it has established with all of its partner organizations including landowners, the City of Fernie and the Regional District of East Kootenay. The FTA has established formal land use agreements with many local landowners and is actively negotiating agreements with all remaining landowners in the area. These land use agreements provide the FTA with a mandate to communicate with landowners and to recommend trail uses on behalf of landowners. The FTA will uphold its mission statement while working closely with landowners and event organizers to encourage sustainable and successful events. If approved, an Agreement with the FTA provides an event organizer with the FTA’s support for the event and crucial communications with the landowners.

### **GUIDELINES**

The event organizer is responsible for providing the following in as much detail as possible and for including all additional relevant information. Once an event organizer has all other permits and documents secured, the FTA Executive Director will review their submission and present it to the FTA Board for review. It must be submitted no less than six (6) months prior to the first day of the event. If required, please attach additional pages to ensure all event details are provided.

**\*Please use the following as a checklist of requirements and provide as much detail as possible in a separate document. This will be included, and form part of the Agreement, as the event organizer’s commitment to do the things as represented in this Agreement. If you have already completed an event plan please include that as supporting information. The following checklist is intended to support your event and identify areas of concern to ensure your event is a success. Once complete, please contact the FTA Executive Director for a review:**  
[executivedirector@fernietrailsalliance.com](mailto:executivedirector@fernietrailsalliance.com)

**\*\*The event organizer understands that the FTA assumes no legal responsibility in the event organizer’s operation of the event and the event organizer warrants that it shall follow all local, municipal and federal by-laws and laws, assume full legal responsibility for the event management and organization and shall provide its own insurance.**

### **1. Event Vision**

- Briefly describe your vision for the event. Please include how you plan to address sustainability, potential impact on trail system, cohesion with the community goals and any other relevant details
- 

### **2. Event Organizer Details**

- Organization
  - Address
  - Contact Person Position / Title
  - Phone, Fax, Mobile
  - Is the event for-profit or Not-for-profit?
- 

### **3. Event Details**

- Event Name
  - Event Date(s), start and finish dates and times
  - Estimated Daily Attendance
  - Description of Event
- 

### **4. Site Plan**

- Detail location of facilities and activities of the event. The following information is a guide only of what should be included on the site plan. We recommend using Google Earth and other maps for clarity.

Please be sure to indicate the following:

- Location(s) / Venue(s) including Preparation Start Date and Vacated Date
- Access and egress points for vehicles and people
- Parking
- Emergency services
- First aid posts
- Restricted or prohibited areas
- Trail use description

Please detail what trails and access points will be used for your event. Please include dates and estimated times.

---

### **5. Insurance**

Please provide a copy of a current valid insurance policy, including all policy wording and exclusions, with the FTA, the Fernie Trails and Ski Touring Club, the Fernie Mountain Bike Club, the Fernie Nordic Society and all of the landowners upon which the event will take place as additional insured.

---

### **6. Waste Management**

- Please indicate how you will manage garbage and recycling on and off the trail.
-

## **7. Emergency and First Aid Services**

Have emergency services been notified of the event details and consulted as to their recommendations / requirements? Please list: POLICE, LOCAL SEARCH AND RESCUE, FIRE AUTHORITY, AMBULANCE SERVICES, LOCAL HOSPITAL / HEALTH SERVICE

- Date of Notification
- Branch Name: Branch Location

### **First Aid Facilities**

- Will first aid services be available at your event? Who will be providing this service? What are their direct contact details?
- 

## **8. Volunteers**

- Will volunteers be used at the event? If YES, please provide details of the number of volunteers, their roles and how they will be managed/organized including safety protocols for working in remote areas, as appropriate.

---

## **9. Signs, Flagging, Course Marking and Advertising**

Will your event require temporary trail signage? If so please include a detailed list of all and any signage to be used, its locations and purpose in each location, when it will be posted and when it will be removed. Please note the FTA requires any course marking to be posted no sooner than 48 hours prior to an event and to be removed no later than 48 hours post event.

---

## **10. Risk Assessment and Response**

- Have all possible risks been identified and ranked?
- Have control measures been established for each risk?

\*\*Attach a copy of your proposed participant waiver, with the FTA, the Fernie Trails and Ski Touring Club, the Fernie Mountain Bike Club, the Fernie Nordic Society and all of the landowners upon which the event will take place as named releases.

---

## **11. Vacating the Site**

- Arrangements for trail clean up within 48 hours
- 

## **12. Additional Permits**

- Please attach all relative permits including but not limited to: The City of Fernie, The Regional District of the East Kootenay, FrontCounter BC, etc....

---

## **13. Fees**

### User Fee

For all events proposed on lands that are subject to the FTA land use agreements, or potentially impacting the Fernie trail system, and for which the FTA has endorsed, a user fee (the "Fee") of \$10/day/user will be charged for For-Profit Events. No charge will be levied for not-for-profit events. The FTA reserves the right to reduce, waive, or raise fees dependent on the perceived benefit to the

community (especially disadvantaged users), or relative impact on the trails. The event organizer agrees to pay the fee in consideration for the event endorsement, communication required with landowners and the work that the FTA does to build, repair, maintain or enhance the Fernie area trail system (in respect both to potential event-related trail damage and to general trail maintenance and development activities) all of which is acknowledged to be good and valuable consideration for the Fee.

#### Volunteer Fee

The event organizer will also pay an additional fee for FTA Volunteer efforts (the "Volunteer Fee") as follows:

- \$1,000 for each Volunteer Lead (number of Volunteer Leads will vary per event)
- \$50 for each Volunteer, per day (based on a maximum 5 hour volunteer commitment per day)

**The Volunteer Fees apply when FTA Volunteer Leads and Volunteers are utilized by the event organizer.**

Once the Agreement is signed by both parties, the FTA will invoice the event organizer according to the FTA's assessment of the event and its anticipated Fee and Volunteer Fee. A deposit of 50% of the invoiced anticipated fees must be paid two (2) months prior to the first day of the event. After completion of the event, the FTA will issue a revised and final invoice based on the actual Fee and Volunteer Fee, with the balance being due within 30 days of the last day of the event. An interest fee of 5% per annum, compounded monthly, will be charged on any overdue amounts.

## GENERAL TERMS AND CONDITIONS

1. The event organizer agrees to indemnify and to save harmless the FTA, its member clubs, its servants and agents and each of them from and against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to the Agreement.
2. The event organizer shall take out and keep current an insurance policy insuring the FTA, the Fernie Trails and Ski Touring Club, the Fernie Mountain Bike Club, the Fernie Nordic Society and all of the landowners upon which the event will take place against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against the event organizer in relation to the activity. If the event is sanctioned, a sanction certificate should accompany the insurance certificate.
3. The event organizer shall require all event participants to read, understand and sign a waiver of risks and liabilities naming the FTA, the Fernie Trails and Ski Touring Club, the Fernie Mountain Bike Club, the Fernie Nordic Society and all of the landowners upon which the event will take place as releases, releasing them from all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against the event organizer in relation to the activity.
4. The event organizer shall ensure, where appropriate, that it is licensed or registered to carry out the activity authorised by the Agreement.
5. The event organizer shall ensure those site/s covered by this Agreement are left in a clean and tidy condition within 48 hours of the end of the event. Failure to do so may result in cleaning fees being charged and loss of deposit.
6. The Agreement may be revoked by the FTA if the event organizer fails to comply with any condition of this Agreement.
7. The event organizer understands that if all of the terms and conditions are not met, the FTA may keep the deposit and assess additional costs for failure to comply.

***We acknowledge that we have read and understand this Agreement and agree to be bound and to abide by the terms and conditions of this Agreement.***

**EVENT ORGANIZER NAME/S:**

**EVENT ORGANIZER SIGNATURE/S:**

**DATE:**

---

**FTA EXECUTIVE DIRECTOR:**

**DATE:**

---

### **Event Checklist**

- Submit Event Application
- Wait for Approval from FTA board before opening up registration and advertising event
- Wait for Approval from FTA before outreach to landowners
- Obtain Land Approvals and provide confirmation of approvals to FTA Executive Director
  - BC Recreation Sites and Trails and CanWel have requested independent approval with copy of Endorsement Letter from the FTA
  - FTA can include your event in our Operating Plan for BC Parks ***(if information is received before May 15<sup>th</sup>)***
- Obtain Permits if necessary (Crown for for-profit events)
- Obtain Insurance and provide a copy to FTA Executive Director
- Pay User Fee Deposit (50% 2 months prior to event)
- If event on BC Parks notify them 1 month out from event date
  - Contact: Deb: deb59@telus.net
- Pay User Fee Balance (30 days after event)
- Provide a report to FTA including events stats, successes, and challenges