



Commercial Motorized Boat Launch Pass Application

For any commercial use of Cumberland Lake Park boat launch, please complete the applicable sections of this application and submit it to executivedirector@clws.ca four weeks prior to your required use.

Application Requirements

- Submission of a Commercial Motorized Boat Launch application and payment of required fees
- Submission of a signed waiver and agreement to comply with terms and conditions of this application
- Submission of comprehensive general liability insurance to the 'Village of Cumberland' (2673 Dunsmuir Ave PO Box 340, Cumberland BC, V0R1S0, 250-336-2291) and 'Cumberland Lake Park Society' (1100 Comox Lake Road Po Box 1389, Cumberland BC, V0R1S0, 250-702-8833). Both organizations must be named as an additionally insured on your policy.
- Any additional documentation as requested by Lake Park Society

Applicant Info

Contact Name: _____

Phone: _____ Alternate Phone: _____

Email: _____

Organization / Company Name: _____

Address: _____

_____ Postal Code: _____

Phone: _____

Email: _____

Website: _____

On Site Contact Name (if different): _____

Phone: _____ Alternate Phone: _____

Email: _____

Commercial Use Information

Commercial use details and proposed activities :

Does the commercial use align with any of the Cumberland Lake Park Master Plan goals and guiding principles? Please check all that apply and elaborate below:

- Low impact recreation
- Ecological health
- Outdoor education
- Indigenous Truth & reconciliation
- Inclusivity & accessibility
- Climate action
- Community building & connections

Conditions & Guidelines

- Hours of use are restricted to 8:00 a.m. to 9:00 p.m. on the following days: Monday to Friday from May 15 to September 15 and Monday to Saturday from September 16 to May 14.
- Commercial use is not permitted on statutory holidays.
- No motorized rentals permitted (boats, jet skis, seadoos etc), per Cumberland Lake Park Master Plan (2014)
- Any spills or leakage of fluids or substances in the water, on the ramp or in the parking lot must be cleaned immediately. Re-fuelling is not permitted at the boat launch or on the docks, boats must be fueled prior to being trailered to the park.
- No unattended equipment can be left on the ramp or in the parking lot.
- Any misuse by a commercial user will result in suspension of the privilege to use the ramp.
- No industrial activities (e.g. welding) are allowed at the ramp.
- Any damage to the ramp or facilities must be repaired to the satisfaction of the Village of Cumberland, at the expense of the user.

Terms and Conditions

By the signature of the applicant or the applicant’s authorized signatory below, the applicant agrees to the following terms and conditions.

NAME OF APPLICANT: _____

- 1. Approval of this application shall not be construed as future permission. All passes are reviewed annually.
- 2. Future applications will be considered based on the past performance of the applicant at Lake Park, including, but not limited to: **prompt payment, respectful communication, stewardship of the physical space, community feedback, community contribution and alignment with CLPMP goals.**
- 3. The Applicant understands that Cumberland Lake Park is closed Sep 30th to May 1st and that the only facilities available during this time are the pit toilets and no running water or power.
- 4. The Applicant understands that no park security is provided for Applicant assets.

PAYMENT AND CANCELLATION POLICY

- 5. Full payment is required at the time of permit issue.
- 6. Lake Park Society staff must receive written notice of cancellation at least 14 days prior to the event for a refund of fees minus \$10.
- 7. Events cancelled with less than 14 days prior to the event will not receive a refund.
- 8. There are no refunds due to poor weather conditions.

Authorized Signatory of Permit Holder

Date

Witness Name

Date

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

I, authorized signatory of the permit holder, agree that the permit holder will indemnify and save harmless the Lake Park Society, its officers, employees and volunteers, (herein called "The Releasee) from and against any and all claims whatsoever, including all damages, liabilities, expenses, costs, including legal or other fees, incurred in respect of any such claims or any actions or proceedings brought thereon arising directly or indirectly from or in connection with my use of the Cumberland Lake Park, (Herein called the "Premises").

On behalf of the permit holder, I release the Releasee from any and all claims including damages, liabilities, expenses, costs, including legal or other fees that I now have or may have in the future including claims of negligence or gross negligence by the Releasee, or any of them, breach of contract, such duty of care owed under either common law or statute, including any applicable occupiers liability legislation arising out of my use of the premises.

On behalf of the permit holder, I agree that none of the Releasee have made any warranties or representations respecting the suitability or condition of the premises.

On behalf of the permit holder, I declare that I have read, understood and the permit holder agree to terms and conditions of this permit and to this release.

Authorized Signatory of Permit Holder

Date

Witness Name

Date

Schedule A: Fees

Fee Summary

1. Commercial day boat launch pass: \$78 + tax
2. Commercial annual boat launch pass: \$350 + tax