

## Permit to Use Loch Mary Property for Recreational Vehicles

This permit agreement is executed by the City of Earlington for 30 days from date signed by the signer hereinafter referred to as the Permittee, and is granted in favor of the City of Earlington, 103 West Main Street, Earlington, Kentucky, 42410, hereinafter referred to as the City.

Witnesseth: That whereas, the Permittee, has made an application to the City for the right to ride recreational vehicles on certain property of the City of Earlington and the City has granted the Permittee permission, the Permittee acknowledges that they are using the City's property subject to the following terms and conditions:

- 1. Property Subject to Use:** The City has property commonly identified as Loch Mary Woods located near Loch Mary Lake in the City of Earlington. A map of the area has been provided to the Permittee. The City Council has determined that this land may be used for recreational use for people desiring to ride the trails with recreational vehicles and it is this property which is the subject of this agreement.
- 2. Fee:** The Permittee has paid a fee on this date to the City for the right to use these trails. The fee shall be \$10.00 per day or a price of \$20.00 for a 3-day pass, during the week or the weekend consisting of a Friday, Saturday and Sunday. However, the right to use the trails shall only be used upon permission of the representative of the Mayor of the City of Earlington. Hours of operation are 7:00 A.M. to 9:00 P.M., 7 days per week.
- 3. Permitted Use:** The right of the Permittee to use the property shall only be the right to use the trails which are located on Loch Mary Woods and only as long as no damage, destruction or vandalism is otherwise committed by the Permittee. Failure to comply with this agreement or the rules of the City of Earlington relative to the Loch Mary Lake Recreational Park shall result in the Permittee being unable to use the property. The Permittee specifically acknowledges that this use shall be for recreational vehicles only and no trucks or cars shall be allowed under this permit. The Permittee must further comply with all rules of the ATV Park with a copy being provided to the Permittee herein and a copy being attached to this document, being incorporated herein by reference.
- 4. Waiver of Liability:** The Permittee acknowledges that they are operating a recreational vehicle which is their own and the City is giving permission only on the condition that the Permittee is riding at their own risk and assumes any and all risks associated with the exercise and use of the recreational vehicle on the subject property. The Permittee agrees to hold the City of Earlington harmless from any and all claims resulting from any and all accidents or injuries which may occur from the operation of any recreational vehicle on the subject premises.
- 5. Revocation:** The City of Earlington reserves the right to revoke any and all permits.

6. **Construction of Agreement:** This agreement shall be construed equally as to both parties.

7. **Effective Date(s) of Agreement shall be:** \_\_\_\_\_.

So executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Vehicle Information:**

Year: \_\_\_\_\_

Make: \_\_\_\_\_

License Plate # \_\_\_\_\_

ATV Model: \_\_\_\_\_

**Permittee:**

1.) **Print Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone #** \_\_\_\_\_

**Emergency Contact phone # (optional)** \_\_\_\_\_

\_\_\_\_\_  
**City of Earlington Representative**

\_\_\_\_\_  
**Permittee Signature**