



SMALL TOWN, BIG BEACH™

**APPLICATION FOR PUBLIC ASSEMBLY PERMIT  
AS REQUIRED BY SECTION 11-20 ET SEQ. OF  
THE CODE OF ORDINANCES OF  
THE CITY OF GULF SHORES, ALABAMA**

Application for a Public Assembly Permit must be submitted to the City Clerk at least thirty (30) days prior to the date of the proposed assembly.

DATE: 2/12/16  
ORGANIZATION/SPONSOR: The Hangout  
ADDRESS: 101 E. Beach Blvd.  
AGENT OR REPRESENTATIVE: Jerr McCutchen  
TELEPHONE NUMBER: (251) 709-7079  
EMAIL ADDRESS: jerr@thehangout.com

It is respectfully requested that a Public Assembly Permit be issued to the above named organization or sponsor.

The following required information is submitted for the review and approval of the appropriate City Departments and the City Council:

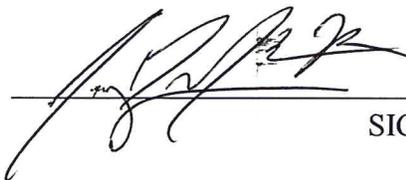
- a) Purpose of the Public Assembly: Introduce the public to Knockerball
- b) Dates of the Assembly: 3/15/16, 3/16/16, 3/17/16
- c) Time of the Assembly: from 10am to 5pm
- d) Estimated number of Participants/Attendees: 100
- e) Estimated number of Vendors: 1
- f) Location of Assembly (legal description of property if known):
  - i. The public Beach directly South of The Hangout
  - ii. \_\_\_\_\_
- g) Owner of Property: The City of Gulf Shores

Supply to Clerk a letter from owner of property permitting use for activity, if not owned by applicant.

- h. If applicant will need to use City employees for any part of the preparation and clean-up of the site, a separate agreement with the City will be required before issuance of the Permit.
- i. Applicant shall guarantee payment of business licenses and sales tax, if applicable to function.
- j. **Required attachments -- detailed explanation, including drawings and diagrams where applicable, of the prospective plan of the Permittee to provide for the following, as appropriate:**
- (1) Police and fire protection (describe on-site security; Gulf Shores Police will do routine patrol and will respond to calls.) *N/A*
  - (2) Food and water supply and facilities *- The Hangout*
  - (3) Health and sanitation facilities (specify number of portable toilet facilities to be furnished) *- The Hangout*
  - (4) Medical facilities and services including emergency vehicles and equipment *N/A*
  - (5) Vehicle access and parking facilities (If the proposed public assembly is expected to require more parking than can be provided at the location of the assembly, the applicant must submit plans showing where additional parking will be provided and a letter from the owner of the property granting approval for such use.) *Public Parking lot by public Beach*
  - (6) Camping and trailer facilities *N/A*
  - (7) Illumination facilities *N/A*
  - (8) Communications facilities *N/A*
  - (9) Signage – Signage placement must be shown on diagram, comply with the City's Zoning Ordinance *one sign on the Beach* (Ordinance #1584, Chapter 18, Article XVI, Signs) and *that says "KNOCKERBALL"* be approved by the Recreation and Cultural Affairs Director (or his agent) prior to the issuance of the Permit.
  - (10) Noise control and abatement *N/A*
  - (11) Facilities for daily clean up and waste disposal; final cleanup will be done within 24 hours after close (grease or oil disposal shall be monitored) *Public Trash cans, There is no food service on beach.*

- (12) Insurance and bonding arrangements -- Binder or other proof of coverage in proper amount shall be in the hands of the Clerk no later than five (5) days before the first day of the event. *see attached*

The undersigned has authority to execute this application; and the requesting organized group, unincorporated association of persons, or corporation promises and agrees to abide by all the terms and conditions of Section 11-26, Code of Ordinances, under which a Public Assembly Permit is issued, and to abide by all rules and regulations of the City of Gulf Shores, Alabama.



SIGNATURE OF AGENT

By authority of Section 11-24 of the Code of Ordinances of the City of Gulf Shores, the requirement of an Assembly Permit shall not apply to any activity sponsored by the City, County or State.

The Permit shall be issued only after approval by the appropriate City Officials, as indicated below:

- a) Police Chief: \_\_\_\_\_ Date: \_\_\_\_\_
  - b) Fire Chief: \_\_\_\_\_ Date: \_\_\_\_\_
  - c) Public Works Director: \_\_\_\_\_ Date: \_\_\_\_\_
  - d) Building Official: \_\_\_\_\_ Date: \_\_\_\_\_
  - e) Planning & Zoning: \_\_\_\_\_ Date: \_\_\_\_\_
  - f) Recreation & Cultural Affairs: \_\_\_\_\_ Date: \_\_\_\_\_
  - g) City Administrator: \_\_\_\_\_ Date: \_\_\_\_\_
- 
-



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/08/15

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

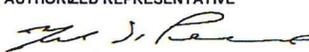
|                                                                                                                        |                                                                                                                                         |  |
|------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>The Camp Team LLC<br><br>9035 Wadsworth Pkwy., Suite 3840<br>Westminster CO 80021                   | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): 800-747-9573      FAX (A/C No): 303-422-1276<br>E-MAIL ADDRESS:<br>PRODUCER CUSTOMER ID#: |  |
|                                                                                                                        | <b>INSURER(S) AFFORDING COVERAGE</b> NAIC #                                                                                             |  |
| <b>INSURED</b> SSEI Program Management Inc.<br><br>Knockerball Pensacola<br><br>4980 Makenna Circle<br>Pace, FL, 32571 | INSURER A : Atlantic Specialty Insurance Company      27154                                                                             |  |
|                                                                                                                        | INSURER B :                                                                                                                             |  |
|                                                                                                                        | INSURER C :                                                                                                                             |  |
|                                                                                                                        | INSURER D :                                                                                                                             |  |
|                                                                                                                        | INSURER E :                                                                                                                             |  |
|                                                                                                                        | INSURER F :                                                                                                                             |  |

**COVERAGES**      **CERTIFICATE NUMBER:** A-YS-SI-15-09-24-20804-16      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                           | ADDL NSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MMDD/YYYY) | POLICY EXP (MMDD/YYYY) | LIMITS                              |              |
|----------|-----------------------------------------------------------------------------------------------------------------------------|----------|----------|---------------|------------------------|------------------------|-------------------------------------|--------------|
| A        | GENERAL LIABILITY                                                                                                           | Y        | N        | CP04724-01    | 09/25/2015             | 09/25/2016             | EACH OCCURRENCE                     | \$ 1,000,000 |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                                            |          |          |               |                        |                        | FIRE DAMAGE (Any one fire)          | \$ 300,000   |
|          | <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                   |          |          |               |                        |                        | MED EXP (any one person)            | \$ 5,000     |
|          | <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS                                                          |          |          |               |                        |                        | PERSONAL & ADV INJURY               | \$ 1,000,000 |
|          |                                                                                                                             |          |          |               |                        |                        | GENERAL AGGREGATE                   | \$ 3,000,000 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                                          |          |          |               |                        |                        | PRODUCTS - COM/OP AGG               | \$ 1,000,000 |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC                    |          |          |               |                        |                        |                                     | \$           |
|          | AUTOMOBILE LIABILITY                                                                                                        |          |          |               |                        |                        | COMBINED SINGLE LIMIT (Ea accident) | \$           |
|          | <input type="checkbox"/> ANY AUTO                                                                                           |          |          |               |                        |                        | BODILY INJURY (Per person)          | \$           |
|          | <input type="checkbox"/> ALL OWNED AUTOS                                                                                    |          |          |               |                        |                        | BODILY INJURY (Per accident)        | \$           |
|          | <input type="checkbox"/> SCHEDULED AUTOS                                                                                    |          |          |               |                        |                        | PROPERTY DAMAGE (Per accident)      | \$           |
|          | <input type="checkbox"/> HIRED AUTOS                                                                                        |          |          |               |                        |                        |                                     | \$           |
|          | <input type="checkbox"/> NON-OWNED AUTOS                                                                                    |          |          |               |                        |                        |                                     | \$           |
|          | UMBRELLA LIAB                                                                                                               |          |          |               |                        |                        | EACH OCCURRENCE                     | \$           |
|          | EXCESS LIAB                                                                                                                 |          |          |               |                        |                        | AGGREGATE                           | \$           |
|          | DEDUCTIBLE                                                                                                                  |          |          |               |                        |                        |                                     | \$           |
|          | RETENTION \$                                                                                                                |          |          |               |                        |                        |                                     | \$           |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                                               |          |          |               |                        |                        | WC STATUTORY LIMITS                 |              |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below | Y/N      | N/A      |               |                        |                        | E.L. EACH ACCIDENT                  | \$           |
|          |                                                                                                                             |          |          |               |                        |                        | E.L. DISEASE - EA EMPLOYEE          | \$           |
|          |                                                                                                                             |          |          |               |                        |                        | E.L. DISEASE - POLICY LIMIT         | \$           |
|          | OTHER                                                                                                                       |          |          |               |                        |                        |                                     |              |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Liability Policy Deductible: \$ 0.00 per each bodily injury or property damage claim. ISO Occurrence form CG 00 04 01 13 and company's specific forms.  
 Re: Soccer (Bubble)  
 Coverage for Participant Legal Liability requires that every participant signs a waiver/release. The certificate holder is named as Additional Insured with respect to negligent acts or omissions of the Named Insured and only with respect to the Operations of the Insured during the coverage period.  
 The certificate holder was added EFFECTIVE as of 10/08/15

|                                                                                                 |                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br>Knockerball USA<br><br>P.O Box 880647<br>Boca Raton, FL, 33488 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                                                 | AUTHORIZED REPRESENTATIVE<br><br> Mark Di Perno                                                       |

# ACTIVITY WAIVER *Read carefully before signing*

Activity: KNOCKERBALL

|          |                        |
|----------|------------------------|
| Date     | Participant            |
| Location | Address of Participant |
| Company  |                        |

## ASSUMPTION OF RISK, RELEASE, WAIVER AND INDEMNITY AGREEMENT

AS A CONDITION OF PARTICIPATING IN THE ACTIVITY AT THE LOCATION, YOU ARE SIGNING THIS AGREEMENT, AND ARE GIVING UP FOREVER YOUR RIGHTS TO SUE COMPANY FOR ANY REASON WHATSOEVER FOR ANYTHING OCCURRING AT THE LOCATION OR DURING THE ACTIVITY.

The Participant being fully aware of the INHERENTLY DANGEROUS risks and hazards inherent upon participating in the Activity at the Location, hereby elects voluntarily to engage in the Activity and enter upon said Location. The Participant hereby voluntarily assumes all risks of loss, damage, or injury, including death that may be sustained by the Participant, or any property of the Participant, while engaged in the Activity at the Location.

In consideration of being permitted to enter upon the Location and/or engage in the Activity, Participant, being of lawful age does for himself/herself, and his/her heirs, executors, administrators and assigns, now releases and forever discharges, waives and covenants not to sue, any person or entity including but not limited to Company, and all who or which succeed to Company's interest, and it's officers, directors, members, managers, shareholders, agents, employees, independent contractors, paramedics, health care providers, security, personal representatives, promoters, sponsors, advertisers, owners, lessees, lessors, guests, customers, spectators or anyone else located at or related to the Activity or the Location, and each of them, all referred to herein as "RELEASEES," for and on account of any and every claim, demand, action or right of action, of any kind of nature, either in law or in equity, known or unknown, from the Date hereof until the end of time, for all manner of loss or damage, and any claim for loss or damage, known or unknown, on account of injury to the person or property of Participant or resulting in the death of Participant whether caused by negligence, or gross negligence of "RELEASEES" or for any reason whatsoever including, but not limited to, Participant engaging in the Activity at the Location.

Participant assumes full responsibility for, and risk of, bodily injury, death or property damage due to the negligence or gross negligence of RELEASEES or otherwise, while in or upon the Location and/or while engaging in the Activity.

Participant agrees that this Assumption of Risk, Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State in which the Location is located and that if any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Participant HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS RELEASEE and each of them from any loss, damage, attorneys fees, costs of litigation, or any other costs they may incur due to Participant's misrepresentations herein and/or for any breach of this Agreement and the warranties contained herein including, but not limited to, any costs of litigation and attorney's fees associated with any claim or suit related to Participant's participation in the Activity at the Location.

RELEASOR UNDERSTANDS THAT THIS IS A CONTINUING RELEASE AND INDEMNITY AGREEMENT WHICH NEVER EXPIRES AND APPLIES TO ALL INJURIES, DAMAGES, CLAIMS,

LIABILITY AND/OR INHERENTLY DANGEROUS ACTIVITIES OCCURRING PRIOR TO THE DATE OF ITS EXECUTION UNTIL THE END OF TIME.

This Agreement contains the entire agreement between the parties and the terms of this Agreement are contractual and not mere recital.

Participant further states that he or she has carefully read this Agreement and knows the contents of and signs this Agreement as his or her OWN FREE ACT.

Driver's License Number: \_\_\_\_\_

Emergency Contact (person) \_\_\_\_\_

Emergency Contact Phone #'s \_\_\_\_\_

E-mail address: \_\_\_\_\_

Signature of Participant:

\_\_\_\_\_

