

City of Cañon City Commercial Trail Event Policy



1.0 Policy Overview

This policy represents the City of Cañon City's (City) effort to balance the needs of all our recreational trail users with the groups wishing to hold an organized commercial trail event or special activity on City owned or maintained trail systems. This policy is designed to protect our trail systems and the environment from overuse while still providing access to the public and hosting a limited number of commercial trail events each year. Below are the outlined requirements for holding commercial events on City owned or maintained trails and a description of the approval process as well as the guidelines the City uses in administering this policy. All proceeds are used to improve and maintain the City's Parks, Trails and Open Space Areas.

Typically, the City will not allow the closure of a trail to the public during an event; however, the City retains the right to do so if it is deemed necessary by the City for the safety of both the public and/or event participants.

The City will allow up to four commercial events per year not to exceed 48 hours in duration excluding event set up, course marking, clean up and tear down. The City will also allow up to four commercial pass-through events per year. Pass-through events are described as events that begin and end on the same day and occupy City trails for no more than 4 hours. All commercial events and or pass-through events are limited to 450 total participants per event.

Royal Cascade Trail Use Restrictions and Seasonal Closure Information

Due to the steep and exposed nature of the Royal Cascade Trail, no timed or competitive mountain biking events will be permitted to descend from the Royal Gorge Park trails to Tunnel Drive trail via the Royal Cascade trail. The Royal Cascade Trail is closed to all uses June 1st through July 31st for Bighorn Sheep lambing season. The trail is open sunrise to sunset in the month of August, open 9:00am to 5:00pm in the months of September and October, then open sunrise to sunset until the following June 1st closure date.

2.0 Event Proposal Submission and Approval Process

Persons/organizations desiring to hold a commercial trail event on any City owned or maintained trails must first submit an event proposal describing your event, include as much detail as possible including maps of the trails to be used, anticipated participant numbers, dates, times etc. Please include your preferred event date(s) and an alternate event date(s) in your proposal. Event proposals can be mailed to the City of Cañon City, P.O. Box 1460, Cañon City, Colorado 81215-1460 or emailed to the City's designated contact Rex Brady, who's email address is rtbrady@canoncity.org.

The event proposal must be submitted to the City by November 1st the year prior to your proposed event. All event proposals will be reviewed by the trail event committee at that time. All applicants will be notified of their event approval or denial via email by December 1st.

Successful applicants will be emailed a Special Event Contract along with all other pertinent information, deadlines and requirements regarding their approved event proposal.

Proposed events that have been held successfully in the past may be given priority. Late proposals will only be considered at the discretion of the City. Proposals will be considered for approval or denial based on the following criteria.

- 2.1 Qualifications of the applicant to host the event and the proposal's demonstration of such qualifications.
- 2.2 The benefit the event will have for the City including local charities and non-profits.
- 2.3 Whether the event has demonstrated a history of success.
- 2.4 The proposed event's ability to limit any disruptive/destructive or counterproductive activity.
- 2.5 The proposal's demonstration of how it will meet the purposes of this policy.

3.0 Event Organizer Requirements and Responsibilities

3.1 Public Accessibility: The City trail system must always remain open and passable for public use prior to, during and after the event unless otherwise agreed upon in writing. The event should impact public trail users to the least extent practicable. Please be considerate of the other users who may not be aware of your event.

3.2 Event Hours: Events on City trails are permitted from sunrise to sunset 7 days a week except for holiday weekends. Exceptions may be made to holiday weekends at the discretion of the City. Maximum duration of any event on City trails is 48 hours.

3.3 Trash Removal: All trash and debris generated by your event is required to be removed after the event. If you bring it in... take it out! Event Organizer shall supply trash receptacles/dumpsters in sufficient quantities as part of your event proposal. The Event Organizer shall police the trail course, staging and camping areas for litter each day.

3.4 Restroom Facilities: Portable restroom facilities shall be supplied by the Event Organizer at the rate of 2 porta-potties per 100 event participants including at least one handicap facility. These facilities must be in place and serviced as needed during your event.

3.5 Advanced Signage and Trail Markings: Event Organizer shall place signage in advance of the event at trailheads in and around the use area informing the public of your upcoming event. This signage must be placed a minimum of 30 days in advance of your event. Any signage for the event must be temporary and removed the day after the event. Sign placement cannot pose any obstruction or danger to other users. No permanent paint or material may be used to mark the trails for the event. Please use biodegradable marking paint.

3.6 Fires: No open flames, lit candles, gas or charcoal grills or any other open flames are permitted on the trail course at any time. Fire restrictions in designated campgrounds may apply, contact the local fire department for current fire restriction information.

3.7 Alcohol: No alcoholic beverages may be served, sold or consumed during the event unless proper permitting has been obtained from either the City of Cañon City or the County of Fremont County, Colorado as applicable.

3.8 Parking: Parking and access to City trails is limited to public parking areas. Plan your event accordingly. Event Organizer shall not allow parking anywhere along or adjacent to CR 3-A in the Royal Gorge Park. Event Organizer shall not charge a fee for parking in public parking areas.

3.9 Safety/Road Crossings: Event Organizer must require all cycling event participants to wear a helmet. You are responsible for contacting the local emergency medical service (EMS) and arranging for them to cover your event. If your event crosses roads at any point while using City trails, you must coordinate with the police/sheriff department(s) responsible for those intersections. Flaggers must wear safety vests and utilize warning flags. **THIS IS THE RESPONSIBILITY OF YOU, THE EVENT ORGANIZER TO COORDINATE, PAY FOR AND OVERSEE.**

3.10 Coordination with other Land Managers/Owners: If your event is to take place on or pass through multiple jurisdictions belonging to or managed by other governmental agencies or private landowners, these entities must be contacted and their required event policy,

procedures, and requirements must be met. Please note these entities include but are not limited to: The Bureau of Land Management, the Cañon City Area Metropolitan Park and Recreation District, The Royal Gorge Bridge and Park leased property, the County of Fremont County, and private landowners. If the majority of the event occurs on City-owned property, the City will not give final approval for a pass-through event until approval and proper documentation from all agencies involved in the event has been received by the City.

3.11 Trail Condition: City trails shall be left in the condition they were found, with all trash and signs removed, and the terrain not altered. The City makes no representations about the appropriateness of the condition of the trails for the event and is not responsible for taking any steps to ensure that the trails are free of dangerous conditions. Event Organizer shall be responsible for ensuring the condition of the trails is satisfactory and safe for its intended use prior to the event. It is required that the Event Organizer patrol the trail course post event and correct any damage that may have occurred during the event. Any such damage not rectified within fourteen days after the event will be charged against the required damage deposit. If it is determined by the City damage has occurred above and beyond the damage deposit dollar amount, the City may seek damages against the Event Organizer.

3.12 Event Postponement or Cancellation: Event Organizer understands and agrees the City retains the sole right to cancel or postpone an event if weather conditions are such as to cause damage to the trail system. Such conditions include but are not limited to, wet or muddy trails, snow covered trails, lightning/thunderstorms or other adverse weather conditions.

3.13 The Event Organizer has full responsibility to comply with all City trail rules, as well as all applicable federal, state, and local rules and regulations.

3.14 The Event Organizer shall fully coordinate this activity with the City's designated contact. The City has full authority to place further conditions on, suspend, or terminate the activity as deemed in the best interest of the City.

3.15 The City shall be the sole judge of any conflict between the proposed event and normal recreational activities carried on by the public on all city trail systems. The City retains the authority to resolve any conflict in the best interest of the City.

4.0 Fee Schedules/Damage Deposit:

4.1 The Event Organizer shall remit a use fee to the City of 5% of the total participant registration fees collected for the event.

(a) Camping fees: The following camping fees apply to the Royal Gorge Park Eastridge Campground and designated overflow camping areas in the Royal Gorge Park.

(b) The Event Organizer agrees to pay a fee of \$750.00 per night for the exclusive use of the 23 designated campsites within the Eastridge Campground, the fee of \$750.00 includes the overflow camping area #1 as indicated on the attached map.

(c) Use of the designated overflow camping area # 2 as indicated on the attached map may be used upon request. Use of overflow camping area #2 will require an additional fee of \$250.00 per night. Both overflow camping areas are limited to 20 vehicles and up to 60 persons per overflow area used. These overflow sites are native areas and extreme caution should be used to minimize damage caused by vehicles and camping equipment. Use of these native overflow camping areas may be denied if conditions are excessively wet or muddy.

Absolutely NO fires are permitted in either overflow camping area.

4.2 Damage Deposit: The Event Organizer shall provide the City with a security/damage deposit in the amount of \$3,000.00, (three thousand dollars) which the City may use to repair any damage to the Property or remedy any violations of this policy by Event Organizer; provided that the security deposit shall not limit the liability of Event Organizer to the City. Within thirty (30) days of conclusion of the Event, the City shall return all unused portions of the security/damage deposit, if any, to Event Organizer. Damage deposit will be due to the City a minimum of 30 days prior to the approved event.

5.0 Insurance/Indemnification

5.1 Event Insurance: Event Organizer agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Event Organizer pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

(a) Event Organizer shall procure and maintain and shall cause any subcontractor of Event Organizer to procure and maintain, the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

(b) General liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall contain a severability of interests' provision and shall be endorsed to include the City and the City's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

(c) Any insurance carried by the City, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Event Organizer. Event Organizer shall be solely responsible for any deductible losses under any policy.

(d) Event Organizer shall provide to the City a certificate of insurance, completed by Event Organizer's insurance agent, as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be cancelled, terminated, or materially changed unless at least thirty (30) days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

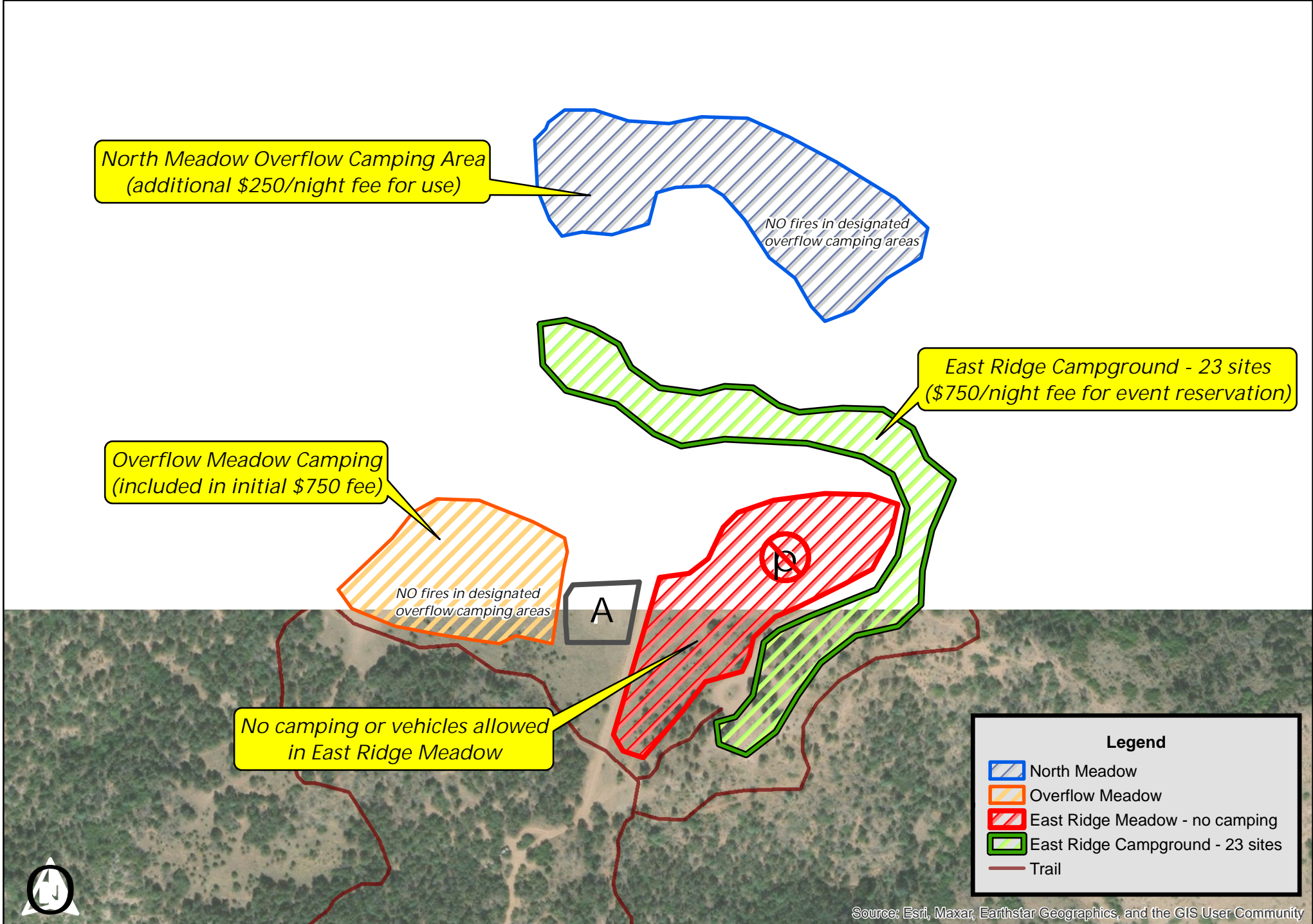
(e) Failure on the part of Event Organizer to procure or maintain the insurance required herein shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Event Organizer to the City upon Demand, or the City may offset the cost of the premiums against any monies due to Event Organizer from the City.

5.2 Indemnification: Event Organizer shall be responsible for any property damage, or injuries or loss of life arising from or relating to the Event. Event Organizer agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representatives, agents, employees, from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss, or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Event.

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City of Cañon City Commercial Trail Event Policy Camping Zone and Fee Map



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community