

**Betsie Valley Trailway Management Council**  
**Benzie County Administration Office**  
**448 Court Place**  
**Beulah, MI 49617**  
**231-882- 0035**

**Application to Drive on the Betsie Valley Trail between Railroad Point Natural Area and Crystal Lake Boating Access Site.**

Contractor: \_\_\_\_\_

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

Phone (s): \_\_\_\_\_

E-Mail: \_\_\_\_\_

Property Owner: \_\_\_\_\_

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

Description of project: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Anticipated date(s) to start: \_\_\_\_\_ and complete: \_\_\_\_\_

Required permits \_\_\_\_\_

\_\_\_\_\_  
Equipment to be driven on the trail: \_\_\_\_\_  
\_\_\_\_\_

It is hereby understood that permission to drive on the Betsie Valley Trail may be granted by the Betsie Valley Trailway Management Council. In applying for this permission, the contractor and the property owner understand and agree that:

1. Permission to drive on the Betsie Valley Trail will be granted only for the purposes of completing the above-described project.
2. All necessary permits from DEQ and others have been approved at the time of submission of this request.
3. \$1 Mill Comprehensive General Liability: Contractor hereby releases, waives, discharges, and covenants not to sue the State of Michigan, its departments, boards, agencies, commissions, officers, employees and agents, and Benzie County, and the Betsie Valley Trailway Management Council and its members and volunteers, for all losses, injury, death or damage, and any claims or demands therefore thereto, on account

of injury to person or property, or resulting in death of Contractor, its officers, employees, or agents, in reference to the activities authorized by this permit.

4. Indemnification: Contractor hereby covenants and agrees to indemnify and save harmless, the State of Michigan, its departments, boards, agencies, commissions, officers, employees and agents, and Benzie County, and the Betsie Valley Trailway Management Council and its members and volunteers, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) issuance of this Permit; (2) the activities authorized by this Permit; and (3) the use or occupancy of the premises which are the subject of this Permit by the Contractor, its employees, contractors, or its authorized representatives.
5. Access to the Trail will be via Sunkissed Drive ONLY. NO permission will be given to drive on the Trail in Railroad Point Natural Area, Crystal Lake Boating Access Site or any other part of the Betsie Valley Trail.
6. Only vehicles actively involved in the project, delivering, picking up material or equipment will be allowed on the Trail. Workers shall not drive or park on the Trail to gain access to the work site.
7. The Trail shall at all times remain open and usable by the public.
8. Other conditions or restrictions may be required by the Betsie Valley Trailway Management Council before permission is granted.

\_\_\_\_\_  
Contractor Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Property Owner Signature

Date: \_\_\_\_\_

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The Betsie Valley Trailway Management Council has evaluated this project and recommends that this request is:

Approved

Denied

\_\_\_\_\_  
Chairman, Betsie Valley Trailway Management Council

Date: \_\_\_\_\_