

Private Lessons and Classes

Access

1. The Lessee must be the instructor and may provide a series of classes for Members and accompanied guests (once a week, biweekly, etc.) at the Tent M-F between 9am-5pm unless the Lessee holds a crowd manager certificate (see page 22).
2. Classes held at other amenity locations within the Association may be considered (i.e., beach, lake, park, open common area etc.). If approved, classes may be held Monday through Thursday between 7 am and 10 am and 6 pm to 8 pm at the specified location. Classes are for Members and their accompanied guests only. Any and all amenity rules and regulations must be observed (including the guest policy).
3. Classes must have a consistent schedule, and all dates of classes must be provided when submitting the reservation agreement.
4. Class scheduling is based on a first come, first serve basis.
5. All relevant terms and conditions listed under “The Events Tent” must be observed at the Tent and other amenity locations (example: Music, Insurance and Disclosure, etc.).
6. In the event of more than 50 people attending, Lessee must obtain a crowd management certificate.
7. Any request to operate outside the parameters requires the General Manager and/or Board of Directors’ approval.

Cost

8. For providing the community with a service, in lieu of the normal deposit and rental fee(s), 15% of class participation funds are due (i.e. 85% of participation fees will be kept by Lessee and 15% of participation fees will be paid to LLA). This pertains to classes given anywhere on Lake Linganore common area (i.e. beach, tent, open common area, etc.).
9. In return, the Lessee may charge their personal class rates, and the Association will inform the Members of upcoming classes and costs. Lessee is responsible for informing the

Association of class pricing.

10. Class participation list and funds must be submitted to the LLA office within 24 hours of the end of each class via the drop box or in person at the Association business office located at 6718 Coldstream Drive, New Market, unless otherwise discussed and agreed upon with Leasing Coordinator.

Cancellations

11. If unable to instruct on a scheduled day, please make the office aware as soon as possible so the Association may communicate to the Membership.

Insurance and Disclosure

12. Any participant in private lessons and/or classes must sign and submit to LLA the Waiver of Liability & Hold harmless waiver 48 hours prior to lessons and/or classes beginning.
13. In cases of severe weather that would cause harm to members (i.e. lightning), LLA may require the exercise class to end early or be cancelled for the day.
14. The General Manager or Board of Directors have the right and sole discretion to end private lessons and/or classes.
15. Lake Linganore Association shall not be responsible for any liability for any such injury, death, or damage occurring anywhere upon the Lake Linganore facilities (i) by reason of the Lessee or Lessee's agent's, employees' or participants' occupancy of or use of Lake Linganore facilities or a portion of the Association facilities, or (ii) because of fire, windstorm, act of God or other cause unless primarily caused by gross negligence or intentionally tortuous act or omission by Lake Linganore Association.
16. Lessee shall hold LLA harmless against and from any and all liability or claim of liability arising out of (1) the use, occupancy, conduct, operation or management of the LLA facilities by the Lessee and/or Lessee's agents, contractors, servers, employees, guests, invitees and visitors during the term of this agreement, or (2) any act whatsoever done or not done on the LLA facilities during the term of this agreement, or

(3) any breach or default by the Lessee in performing any of its obligations under the provisions of this agreement or applicable law or (4) negligent, intentionally tortuous or other act of omission of the Lessee or Lessee's agents, contractors, servers, employees, guests, invitees, and visitors during the term of this agreement, or (5) any injury to or death of any person or damage to any property occurring on the LLA facilities during the term of this agreement.

17. The General Manager or Board of Directors have the right and sole discretion to end the event at any time for any breach of this agreement or failure to abide by any and all LLA rules and regulations. No refund will be granted in such circumstances.
18. If there are over 50 people or the Lessee shall provide a certificate of insurance naming Lake Linganore Association Inc. as additional insured at least thirty (30) days prior to the event covering Lake Linganore Association, Inc. through the date of the event. Insurance is to include an amount not less than \$500,000 Combined Single Limit for Bodily Injury and Property Damage.
19. Alcohol is not permitted at private lessons and/or classes or events.
20. Lessee must provide LLA with a liability waiver.
21. In cases of severe weather that would cause harm to members (i.e. lightning), LLA may require the exercise class to end early or be cancelled for the day.

Crowd Manager

1. Per Frederick County, a Crowd Manager must be present at each event held at the pavilions. Members can register and take the online training course through the Fire Marshall Support Service website (<https://crowdmanagers.com/>) and pay any associated fees. A copy of the certificate obtained for completing the course must be provided to the LLA Leasing Coordinator 30 days after the reservation agreement is signed (and prior to the reservation day).