Attachment A

SPECIAL EVENT USE PERMIT BETWEEN COUNTY OF MONTEREY AND SPARTAN RACE, INC.

This Special Event Use Permit ("Permit") by and between the County of Monterey, a political subdivision of the State of California, hereinafter called "COUNTY," and Spartan Race, Inc., hereinafter called "PERMITTEE" is hereby entered into between COUNTY and PERMITTEE (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

In consideration of the mutual covenants and conditions set forth in this Permit, the Parties agree as follows:

1.0 GENERAL DESCRIPTION

- 1.1 PERMITTEE desires to secure from COUNTY certain rights and privileges and to conduct the Monterey Spartan Super 10K and Sprint 5K Weekend with obstacles, and The Monterey Spartan Trail Race 10K, 21K & 50K without obstacles (collectively the "Event") on June 1 & 2, 2024, to be held at Toro Park (collectively the "Facility"), in Monterey County, California.
- 1.2 COUNTY hereby grants to PERMITTEE the right to occupy the Facility for the purposes hereinafter set forth, subject to the terms and conditions of this Permit:
 - 1.2.1 The Facility is provided on an "as is" basis. It is the responsibility of PERMITTEE to inspect the Facility prior to its use, and such use shall confirm that PERMITTEE has determined that the Facility is appropriate and safe for its purposes.
 - 1.2.2 Fort Ord Travel Camp/Open Space Munitions Training Intentionally Deleted
 - 1.2.3 Fort Ord Travel Camp/Open Space BRAC Prescribed Burn Intentionally Deleted
 - 1.2.4 Fort Ord Travel Camp/Open Space Prescribed Burn Evacuations Intentionally Deleted
 - 1.2.5 Potable Water Intentionally Deleted
 - 1.2.6 The purposes of use of the Facility shall be limited to: activities directly associated with the Event.
 - 1.2.7 During the term of this Permit, no more than a maximum of four thousand (4,000) attendees on June 1, 2024, and no more than a maximum of three thousand five hundred (3,500) attendees on June 2, 2024, may participate in the Event, including all staff, volunteers, and participants. PERMITTEE will have fifty (50) employees and one hundred (100) volunteers.
 - 1.2.8 PERMITTEE shall be allowed to begin Event setup and complete all teardown, cleanup, and remediation of the property as set forth below:

Event Information	Dates	Times
Set-up Dates/Time	May 23 – May 31, 2024	7:00 a.m. – 6:00 p.m.
Event Dates	June 1-2, 2024	7:00 a.m. – 9:00 p.m.*
Clean Up Dates	June 3-4, 2024	7:00 a.m. – 6:00 p.m.

^{*} PERMITTEE shall fully comply with Monterey County Code Chapter 10.60 - Noise Control. See Section 4.37.

- 1.2.9 PERMITTEE agrees that the Facility will be open to the public all days except the two (2) Event days (Saturday, June 1, and Sunday, June 2, 2024).
 - 1.2.9.1 PERMITTEE shall build the racecourse and obstacles in a manner that does not interfere with public use of the Facility on a commercially reasonable basis, and obstacles shall be secured from public use.
 - 1.2.9.2 COUNTY shall not reserve group areas June 1-2, 2024.
 - 1.2.9.3 PERMITTEE shall have the right to exclude the public from use of Facility areas where construction of the racecourse and/or obstacles is taking place.
- 1.2.10 PERMITTEE shall not use or otherwise access areas outlined in **Exhibit E Prohibited Areas** attached to and made part of this Permit.

2.0 SERVING AND CONSUMPTION OF ALCOHOL

- 2.1 Serving and consumption of alcohol shall be allowed at the Facility, pursuant to the terms of this Permit as set forth below.
- 2.2 PERMITTEE (or its designated third-party beverage provider) shall:
 - 2.2.1 Prevent over-consumption, underage drinking, and other alcohol-related concerns.
 - 2.2.2 Check the identification (ID) of all guests and make certain those without acceptable ID or those underage do not consume alcoholic beverages.
 - 2.2.3 Offer food for sale along with alcoholic beverages.
 - 2.2.4 Provide non-alcoholic beverages.
 - 2.2.5 Restrict alcohol to a designated area only and not allow it to be taken out of the designated area.
 - 2.2.6 Obtain all necessary permits from all associated regulatory agencies.
- 2.3 PERMITTEE is responsible for the actions of Event guests and for enforcing the above. A point of contact for PERMITTEE, or its designated third-party beverage provider, must physically be present during the period(s) in which alcoholic beverages are present.
- 2.4 PERMITTEE shall be responsible for payment to cover any damages that occur to the Facility and additional cleanup directly related to, or directly arising from, the service and consumption of alcohol.

3.0 PAYMENT PROVISIONS

3.1 PERMITTEE agrees to pay COUNTY for the rights and privileges hereby granted as follows:

Site Rental Fee	Description	Total Fees
Non-refundable Application Fee		\$ 300.00
Site Fee	Toro Park site fee of eighty thousand dollars	
	(\$80,000.00) for this Event shall be paid as	
	follows:	
Nonrefundable Deposit	Due not later than three (3) days after County	\$25,000.00
	approval of this Permit.	
	This deposit will be applied to the full	
	payment due to County for the Event.	

Balance Due for Site Fee	r Site Fee Site Fee Balance due not later than May 15, 2024.			\$55,000.00
Reservation Sites	Closed May 24 – May 27, 2024			\$ 6,880.00
Park Rangers on-site for E	vent days (June	1-2, 2024)		
Supervising Ranger	\$94.76/hour	10 hours/day	2 days	\$ 1,895.20*
Ranger III	\$84.232/hour	10 hours/day	2 days	\$ 1,684.64*
Total Event Fees				\$ 90,759.84
Deposit - Refundable Clean	ing/Damage			\$ 50,000.00
PERMITTEE shall deliver to C Monterey as security to guaran 1. Any monies which may b 2. Any damage to Facility p and spectators at the Ever 3. Utility charges, if any. a. COUNTY assistance not previously identify assistance during seteluipment, repair wo time-and-materials b b. Removal by COUNT be left on the premise c. Cost to COUNTY of PERMITTEE in unsa restoration procedure d. COUNTY will return within one hundred to Neither the provision COUNTY pursuant to thereunder shall be co PERMITTEE or limit for damages, either to	tee payment of: e payable to COUN roperty, caused by lat. requested during P fied in this Permit, in the pand teardown of the restoring premises in violation of ter restoring premises attisfactory condition to described herein. In this security, or un wenty (120) days for the of the section, and thereto, nor any dam constructed to excuse to the liability of PE to the full amount of	ERMITTEE's use of including but not lire of obstacles and structured supervision; calculuted and left by the incontravention to the coupied and left by the incontravention of the bollowing the last day bond or security an ages recovered by the faithful performant RMITTEE under the performant of the coupied and left by the coupied and coupie	nit. r participants of the Facility mited to, ctures, lated on a perty as may of the is security, y of the Event. accepted by COUNTY ace by is Permit or	\$140,759.84
(including refundable deposit)			ψ1τυ,/3 /.υτ	
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^{*}Should Ranger or County staff Services be required longer than hours included in this Permit, PERMITTEE will be invoiced for additional time on a time-and-materials basis.

3.2 Additional Services

PERMITTEE shall reimburse COUNTY for any additional PERMITTEE requested services during use of the Facility not previously identified in this Permit on a time-and-materials basis. These services may include, but are not limited to, staff assistance, equipment, vehicles, repair work, monitoring, and supervision.

PERMITTEE will be charged for PERMITTEE requested services provided by COUNTY during the Event at the following rates:

Position	Applied Rate
Chief of Parks	\$185.361
Admin Ops Manager	\$142.080

Supervising Ranger	\$94.760
Parks Supervisor	\$104.090
B&G II	\$63.996
Park Ranger III	\$84.232
Park Ranger II	\$76.663

PERMITTEE shall make payment to COUNTY within thirty (30) days from date of invoice.

3.3 Special Event Application

A Facility Use Application and the Special Event Questionnaire have been completed and are on file with the COUNTY. This aforementioned application includes the reasons why the proposed Event is considered compatible with the use of the COUNTY Parks System, methods for collecting special use fees, maximum attendance at the Event, methods of limiting attendance, estimated gross receipts, items to be sold at the Event, individual(s) responsible for the Event, parking arrangements, fire, and police protection, etc. Execution of this Permit constitutes an approval of the Facility Use Application and all statements therein made become a part of the terms and conditions of this Permit.

4.0 GENERAL OBLIGATIONS

A. PERMITTEE

- 4.1 PERMITTEE shall coordinate all setup activities with COUNTY Parks Administrative Operations Manager, including all course marking, signage placement, arrow markings on the ground, flags, cone placements, electrical outlet usage.
- 4.2 In the event PERMITTEE requires delivery/drop off materials and supplies prior to setup date, PERMITTEE may do so at an area designated by COUNTY Parks Administrative Operations Manager no sooner than May 15, 2024.
- 4.3 PERMITTEE shall arrange for all participants and spectators to park at Laguna Seca Raceway and shall have a shuttle to bring participants and spectators to the Facility. PERMITTEE staff shall park in Facility parking lots adjacent to festival area.
- 4.4 PERMITTEE shall provide staff to monitor parking on adjacent roads outside the Facility to ensure no driveways or private property is blocked during the entirety of the Event. Vehicles parked in violation of the California Vehicle Code will be subject to ticketing and towing.
- 4.5 PERMITTEE shall provide written notice of the Event to neighboring residents of the Facility who may be impacted by the Event at least two (2) weeks prior to Event and again one (1) week prior to the Event.
- 4.6 PERMITTEE shall be required to obtain all permits and licenses required under this Permit. These may include but are not limited to: the Monterey County Regional Fire District, California Highway Patrol, Federal Aviation Administration, Monterey County

- Health Department, Monterey County Sheriff's Office, and California Department of Transportation (CalTrans).
- 4.7 PERMITTEE, its agents, employees, volunteers, and patrons shall be responsible to act in accordance with and to obey all federal, state, and local laws related to and/or required to engage in the Event, its conduct, and its performance under this Permit.
- 4.8 PERMITTEE shall be responsible for providing notice to all attendees that they must obey all federal, state, and local laws and vehicle codes when parking outside the Facility.
- 4.9 PERMITTEE shall use reasonable best efforts to keep the premises in a clean and sanitary condition while using the Facility.
- 4.10 PERMITTEE shall furnish copies of all permits or authorizations from outside agencies, as appropriate, to COUNTY at least two (2) weeks prior to the event.
- 4.11 PERMITTEE shall be solely responsible for the selection and/or employment of any and all volunteers and staff members.
- 4.12 PERMITTEE staff specifically are not COUNTY employees.
- 4.13 PERMITTEE shall complete all required plans and approvals for the Event at least thirty (30) days prior to the Event as outlined in **Exhibit A Plans** attached to and made part of this Permit.
- 4.14 PERMITTEE shall complete all required site maps and approvals for each event at least sixty (60) days prior to the event as outlined in **Exhibit B Maps**, attached to and made part of this Permit.
- 4.15 PERMITTEE shall comply with COVID-19 Health and Safety measures as required and recommended by California Department of Public Health and California Division of Occupational Safety and Health (DOSH), better known as Cal/OSHA.
- 4.16 PERMITTEE shall not commit or permit any injury or damage to any part of Facility, or its appurtenances, nor placement of any waste thereon. All property utilized by PERMITTEE during the operations contemplated hereby shall be returned to COUNTY in the same condition or state of repair after each program use, reasonable wear and tear excepted.
- 4.17 Only existing trails may be used. New trails may not be constructed in any area.
- 4.18 PERMITTEE shall use reasonable best efforts to return COUNTY property to its original condition at its sole cost.
- 4.19 PERMITTEE shall lay down heavy-equipment pressure plates or plywood with a minimum thickness of 3/4" when driving or tracking vehicles larger than a 3/4-ton pickup (gross tonnage weight) or heavy equipment across turf and field areas.
- 4.20 PERMITTEE shall promptly arrange and pay to have repairs made for any damage to or other facilities arising out of PERMITTEE's operation hereunder. PERMITTEE shall

complete all environmental repairs, as agreed to with COUNTY representatives, within seven (7) days following the event. If repairs are not completed to the satisfaction of COUNTY, COUNTY will have repairs performed and deduct the cost from the security deposit.

4.21 A representative for PERMITTEE and COUNTY shall conduct mandatory pre-Event and post-Event walk-throughs of the Facility as follows:

Pre-Event Walk-through	Week of arrival for set up
Post-Event Walk-through	No later than June 5, 2024

- 4.21.1 Each Walk-through shall be documented with notes and photographs and agreed-upon by both Parties.
- 4.21.2 During the post-Event walk-through, the Parties will mutually agree on any restoration, including repairing turf/fields and any damaged irrigation components.
- 4.21.3 COUNTY shall provide a written Restoration Letter based on discussions during the walk-through, which will include notes and photographs from both pre-Event and post-Event walk-throughs.
- 4.21.4 PERMITTEE shall return areas used by PERMITTEE to pre-Event condition, and in compliance with the Restoration Letter to the satisfaction of COUNTY as established during pre-Event walkthroughs(s) with COUNTY and PERMITTEE's representatives.
- 4.22 PERMITTEE shall promptly arrange and pay to have repairs made for any damage, arising out of PERMITTEE's operation hereunder, in order to return the Facility to its pre-Event condition as soon as possible within seven (7) days following the mandatory post-Event walk-through.
- 4.23 PERMITTEE shall be responsible for and promptly pay all taxes and assessments of any kind whatsoever assessed or levied for the use of the premises, including, but not limited to, a taxable possessory interest if one is created by this Permit. The payments of any such taxes, assessments, or charges shall not constitute cause for modification of fees payable by PERMITTEE to COUNTY pursuant to this Permit.
- 4.24 PERMITTEE shall be responsible for all setup and cleanup and shall engage to the fullest extent possible with recycling activities.
- 4.25 PERMITTEE shall provide trash dumpsters and recycle containers for the Event.
 - 4.25.1 PERMITTEE shall provide four (4) forty- (40-) yard dumpsters, fifty (50) trash bins, and fifteen (15) labeled recycling bins, which will be placed throughout the Event area during the Event.
 - 4.25.2 PERMITTEE shall be responsible for the collection and disposal of all trash, litter, and recyclable materials created by PERMITTEE, its participants, employees, volunteers, and spectators during the Event.
 - 4.25.3 PERMITTEE shall remove trash and recycling created by the PERMITTEE, its participants, employees, volunteers, and spectators from the Facility on June 5, 2024.

4.26 PERMITTEE shall be responsible for contracting, paying for, and maintaining chemical toilets as required by the California Plumbing Code 2016 Table 422.1 for A-5 Occupancy (outdoor activities) as confirmed by the Public Works, Facilities, & Parks Director or designee. PERMITTEE shall provide the following units:

Description	Quantity	Comments	
Portable Water Closet (toilet) units	90	Must be usable by all genders	
ADA-Accessible Water Closet	10	Must be usable by all genders	
Handwashing Station	10	Must be usable by all genders	
Vendor: United Site Services			
Delivery Date: May 28, 2024			
Removal Date: June 3 2024			
PERMITTEE shall have all portable units serviced on June 1 & 2, 2024			

All costs, including but not limited to, maintaining, servicing, and restocking of toilet paper, hand towels, soap, etc. associated with the chemical toilets and sinks shall be borne by PERMITTEE. Brick and mortar restrooms will be closed during the Event.

- 4.26.1 It is the responsibility of the PERMITTEE to provide grey water disposal facilities in food concession areas.
- 4.26.2 It is the responsibility of the PERMITTEE to provide portable hand washing facilities in food concession areas.
- 4.26.3 Any showers provided by PERMITTEE shall be self-contained. No water shall be disposed of on County property.
- 4.27 PERMITTEE shall be responsible for providing additional police protection or security, at PERMITTEE's expense, during the dates of the Event. PERMITTEE will be using the services of Vincente Security.
- 4.28 PERMITTEE shall be responsible for all security needs.
 - 4.28.1 PERMITTEE staff security will be on-site for overnight security during Event setup and Event teardown.
 - 4.28.2 PERMITTEE shall contract with one of the COUNTY's recommended agencies or the Monterey County Sheriff's Office for all security presence while alcohol is being served or sold during the Event.
- 4.29 PERMITTEE shall be responsible for providing parking and traffic plans and personnel as required for all parking and traffic control.
- 4.30 PERMITTEE shall not allow entry or access to said Facility to anyone who is not a vendor, news media, staff, volunteer, participant, or a spectator associated with the Event.
- 4.31 PERMITTEE shall have the right to sample merchandise during the Event, including FitAid, and shall ensure all vendors comply with Monterey County Health Department requirements and obtain all required permits.

4.32 PERMITTEE shall have the following activities:

Climbing/Rock Wall	Pop Up Tents	
Amplified Music or Sound	Selling/Serving Alcohol	
Additional Lighting – Three (3) 6000w light towers	Food will be offered to public	
Electricity – Approximately twelve (12) generators ranging from 1000 w to 6000 w Medical Services shall be provided by Event Medics PERMITTEE shall charge admission to spectators	Stage – 2 Fee off ground If the stage will be higher than thirty (30) inches above the ground, an additional permit is required. Vendor Booths – PERMITTEE may charge a fee for vendor booths. PERMITTEE shall charge a participant fee.	
Prepare, serve, and sell food and non-alcoholic beverages. PERMITTEE shall have the following food vendors such as: • Sid's Smokehouse Final Vendor list will be provided at least 10 days prior to start of Event.	 PERMITTEE shall have sponsors such as: Blue Triton Brands - AC+ION water (free finish line water) LifeAid Beverage Co - FitAid (free finish line beverage) VIVA Tequila Seltzer - Racer beer (in festival: supplied and handed out by Kid's Fit Foundation) Athletic Brewing Co - Non-alcoholic sampling sponsor (in festival) Reign Energy - non-alcoholic sampling sponsor (festival + registration) Roo's Locker House - activating partner (10x30 in festival) Army (local) - activating partner (10x10 in festival) Lionel University - activation partner (10x10 in festival) Final Sponsor list will be provided at least 10 days prior to start of Event. 	

^{*}If the stage will be higher than thirty (30) inches above the ground; an additional permit is required.

- 4.33 PERMITTEE shall be allowed to sell merchandise on-site and must comply with the following:
 - 4.33.1 PERMITTEE is responsible for ensuring that all event vendors comply with the Monterey County Code and all Parks rules and regulations.
 - 4.33.2 PERMITTEE and their employees, volunteers, and all vendors engaged in the operation of concessions where goods to eat or drink are sold shall wear suitable clothing, and said garments are to always be kept clean, neat, and easily identifiable.
 - 4.33.3 PERMITTEE and all vendors selling, dispensing, or distributing food, beverages, and other articles intended for human consumption shall, at all times, maintain pure, clean, adequate, and wholesome stocks which must be kept from all contamination and handled, stored, and served according to the

- standards established by the State Department of Public Health and Monterey County Health Department.
- 4.33.4 PERMITTEE and all vendors shall conduct their business in a quiet and orderly manner; shall deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by PERMITTEE within said concession plot for such purpose; and shall keep the area within and surrounding said concession plot free from all rubbish and debris. PERMITTEE and all vendors shall recycle to the greatest extent possible.
- 4.33.5 PERMITTEE and all vendors shall post, in a conspicuous manner at the front entrance to its concession, a sign showing the prices to be charged for all articles offered for sale to the public under this Permit.
- 4.34 PERMITTEE shall provide and use the following equipment for setup, Event days, and teardown of their racecourse and obstacles:

Four (4) 4WD 3/4-ton Pickup Trucks Two (2) 4WD SUVs	Ten (10) – Utility Terrain Vehicles
Two (2) Skid Steers	One (1) Telehandler
One (1) Excavator (limited use to dig obstacles only-typically operated by venue)	One (1) Flatbed Truck

Adherence to Section 4.18 regarding protective measures for turf and field during setup and teardown will be strictly enforced.

- 4.35 PERMITTEE shall not engage in or have fundraising activities during the Event.
- 4.36 PERMITTEE shall be responsible for submitting electronic copy of Event signage a **minimum of (7) seven days before** Event for COUNTY approval.
- 4.37 PERMITTEE shall have amplified music or sound <u>only during the 7:00 a.m. 9:00 p.m. time period</u>.
 - 4.37.1 PERMITTEE shall use twenty-four (24) public announcement (PA) speakers, a mixing board, and microphone.
 - 4.37.2 PERMITTEE shall position all speakers in the opposite direction of the neighboring residential homes to keep the amplified music or sound from disturbing neighboring residents. All amplified music or sound must meet the COUNTY Park sound level limits of County Ordinance No. 2753. Noise levels shall not exceed 50 dBa at fifty (50) feet utilizing an "A" weighted network including group area PA systems, live music bands, as well as individual automobile stereo systems.
- 4.38 PERMITTEE shall abide by COUNTY quiet hours extending from 9:00 p.m. 7:00 a.m. Any and all use of amplified sound must be directed away from local residential areas. PERMITTEE must fully comply with Monterey County Code Chapter 10.60 Noise Control.
- 4.39 PERMITTEE shall be responsible for all equipment used at the Event and shall be allowed to set up no more than the number of tents identified below.

10'x10' – Fifteen (15)	20'x40' – Two (2)
10'x20' - Twenty (20)	40'x100' Tent to be rented
20'x20' – Twelve (12)	

- 4.39.1 In the event of rain, PERMITTEE shall be allowed to erect additional 10'x10' tents or temporary membrane structures to cover the area being used for the Event.
- 4.39.2 If the tents or temporary membrane structures exceed four hundred (400) square feet and canopies exceed four hundred (400) square feet, PERMITTEE shall obtain any required permits from Monterey County, Housing and Community Services Development and from Monterey County Regional Fire Department prior to Event. PERMITTEE is solely responsible for obtaining and paying for all permits.
- 4.40 PERMITTEE shall be present at the Facility for any delivery or pickup of equipment.
- 4.41 PERMITTEE shall maintain supervision of all equipment during the setup of the Event and during the Event.
- 4.42 PERMITTEE shall provide a Course Marshal and post signage at each crossing during Event. PERMITTEE shall be responsible for removing posted signage <u>no later than</u> 8:00 p.m. on the last day of the Event.
- 4.43 PERMITTEE shall return all on-site picnic tables, if moved for the Event, to their original locations after the Event.
- 4.44 It is mutually agreed that this Permit and the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of COUNTY.
- 4.45 PERMITTEE shall have the right to film, photograph, and broadcast the Event at the Facility.
 - 4.45.1 PERMITTEE shall have the right to use such photographs in advertising and publication of the Event.
 - 4.45.2 PERMITTEE shall not use a drone to obtain film, photographs, or broadcast of the Event.
 - 4.45.3 PERMITTEE shall provide copies of video and photographs of the Event upon COUNTY request.
- 4.46 PERMITTEE shall provide COUNTY with the Event flyer to post on COUNTY Parks website no later than thirty (30) days prior to Event.
- 4.47 PERMITTEE and COUNTY acknowledge that PERMITTEE shall award monetary prize(s) to winners and runners-up during the Event.

B. COUNTY

- 1.0 COUNTY shall post Event information on the COUNTY Parks website. PERMITTEE hereby grants a limited, non-transferable, non-sublicensable license to use Spartan Marks for promotion of the Event.
- 2.0 COUNTY will invoice PERMITTEE for any damages not repaired, removal of PERMITTEE property and any cleanup performed by COUNTY as a result of PERMITTEE leaving Facility in an unsatisfactory condition. Payment of invoice in full is due within thirty (30) days of date of invoice.

5.0 INDEMNIFICATION

- PERMITTEE shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorney fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Permit, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the PERMITTEE's performance of this Permit, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County (or its employees, agents or contractors). "PERMITTEE's performance" includes PERMITTEE's action or inaction and the action or inaction of PERMITTEE's officers, employees, volunteers, agents, and subcontractors.
- 5.2 PERMITTEE shall obtain a signed waiver of liability which includes language similar to the following paragraph from all Event participants, indemnifying and holding harmless the COUNTY, its officers, employees, agents, or contractors:

I, Attendee, realize and acknowledge that this is an event, generally described as
(the "Event"). I realize that this Event could be vigorous and
hazardous and possibly dangerous to life and limb. I realize and understand that injuries to
myself could occur. With full knowledge of the above facts and warnings, I agree to participate
in the Event and assume all risks in and related to that participation. I do hereby for myself, my
heirs, assigns, executors, and administrators, release and forever discharge the County, and any and all of its respective employees, officers, members, representatives, and successors and assigns from any and all claims and causes of action by reason of any injury or injuries of whatever nature which have or may be sustained, or which have or may occur to myself during
the Event.

6.0 INSURANCE AND EVIDENCE OF COVERAGE

6.1 <u>Evidence of Coverage:</u> Prior to commencement of this Permit, PERMITTEE shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, PERMITTEE, upon request, shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to COUNTY, unless otherwise directed. PERMITTEE shall <u>not</u> proceed with performance under this Permit, and COUNTY shall have no liability, until PERMITTEE has obtained all insurance required and such insurance documentation has been provided to and approved by COUNTY. This approval of insurance

- shall neither relieve nor decrease the liability of PERMITTEE. Acceptance or approval of insurance shall in no way modify or change the Indemnity and Hold Harmless clauses in this Permit, which shall continue in full force and effect. Failure by PERMITTEE to maintain such insurance is a default of this Permit, which entitles COUNTY, at its sole discretion, to terminate this Permit immediately.
- 6.2 Qualifying Insurers: All insurance required by this Permit shall be with a company acceptable to COUNTY and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by COUNTY.
- 6.3 <u>Insurance Coverage Requirements:</u> Without limiting PERMITTEE's duty to indemnify, PERMITTEE shall maintain in effect throughout the term of this Permit a policy or policies of insurance with the minimum limits of liability as listed in this section.
 - 6.3.1 **Commercial General Liability** Insurance on a current standard occurrence policy form, with coverage for bodily injury (including death), property damage, personal and advertising injury, and contractual liability, in an amount not less than \$25,000,000 per occurrence and \$25,000,000 in the aggregate, of which insurance required in excess of \$1,000,000 may be covered by a so-called "umbrella" or "excess coverage" policy;
 - 6.3.2 **Business Automobile Liability Insurance** covering all owned and non-owned vehicles to be used by it (or which it allows the other party to use), affording protection for bodily injury (including death) and property damage in the form of combined single limit per accident for bodily injury and property damage in an amount not less than \$25,000,000 per accident, of which insurance required in excess of \$1,000,000 may be covered by so-called "umbrella" or "excess coverage" policy;
 - 6.3.3 **Workers' Compensation Insurance** covering all of its employees to the applicable statutory limit and Employers' Liability Insurance in an amount not less than \$1,000,000; and
 - 6.3.4 **Liquor Liability Insurance**, (held by PERMITTEE's third-party beverage vendor where applicable), in an amount not less than \$2,000,000 per occurrence.
 - 6.3.5 Commercial general liability and automobile liability policies required by this Permit shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the PERMITTEE's work, including ongoing and completed operations, and shall further provide an endorsement stating that such insurance is primary insurance to any insurance or self-insurance maintained by COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by PERMITTEE's insurance.
- 6.4 Other Insurance Requirements: Unless otherwise specified by this Permit, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date PERMITTEE completes its performance of services under this Permit.

Each liability policy shall provide that COUNTY shall be given notice, in writing, at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for PERMITTEE and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Permit, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Prior to the execution of this Permit by COUNTY, PERMITTEE shall file certificates of insurance with COUNTY, showing that PERMITTEE has in effect the insurance required by this Permit. PERMITTEE shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Permit, which shall continue in full force and effect.

7.0 RELATIONSHIP

Neither party hereto is the agent of the other and neither party shall have the right to act for or on behalf of the other or bind the other in any manner whatsoever. Neither party shall be responsible for any debts, obligations, or expenses incurred by the other party, whether or not in connection with the event contemplated hereby in the absence of written approval thereof in advance. PERMITTEE shall clearly establish at all times during the Event that COUNTY is merely permitting the use of the subject premises in accordance with the terms hereof and that COUNTY is not a co-partner or otherwise liable or obligated for any cost, expenses, or PERMITTEE's conduct of same. COUNTY makes no representation or warranty with respect to the suitability of Facility for PERMITTEE activities conducted hereunder.

8.0 RULES AND REGULATIONS

- 8.1 All Rules and Regulations set forth in **Exhibit D**, are hereby made a part of this Permit, and PERMITTEE agrees that it has read this Permit and said Rules and Regulations and understands that they shall apply, unless amended by mutual consent, in writing, by the Parties hereto.
- 8.2 In the event PERMITTEE fails to comply in any respect with the terms of this Permit and the Rules and Regulations incorporated herein, all payments for this Facility shall be deemed earned and nonrefundable by COUNTY, and COUNTY shall have the right to terminate this Permit and reenter and use the Facility in any manner deemed in the best interests of COUNTY.

9.0 MISCELLANEOUS PROVISIONS

- 9.1 Notices to the Parties of this Permit shall be to the Parties and their Permit representatives indicated in the signature section below.
- 9.2 This Permit is not binding upon COUNTY until it has been approved by the Board of Supervisors and duly accepted and signed by its authorized representative.
- 9.3 If the Event is cancelled, PERMITTEE is responsible for all refunds that may apply and will hold COUNTY harmless as to any claims by anyone who has a refund of such prepayment for admission, participation in the Event, or any other payment.

- 9.4 PERMITTEE agrees that any authorized representative of COUNTY shall have access to said premises at all times.
- 9.5 PERMITTEE must furnish tables and chairs for the Event. Only on-site picnic tables will be furnished by COUNTY. All picnic tables, if moved for the Event, must be returned to their original locations after the Event.
- 9.6 It is mutually understood and agreed that no alteration or variation of the terms of this Permit shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereto, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
- 9.7 No part of this Permit or performance under it may be subcontracted or assigned to another entity or party without the express prior written approval of the other party; such consent may be withheld whether for reasonable or unreasonable cause at the sole discretion of that party.
- 9.8 In the event of any conflict or inconsistency between the provisions of this Permit and the provisions of any exhibit or other attachment to this Permit, the provisions of this Permit shall prevail and control.
- 9.9 PERMITTEE acknowledges that it has been advised by COUNTY that the conditions which PERMITTEE is authorized to use the Facility in accordance with this Permit has not been represented as being fit for PERMITTEE's intended use or for any particular use. PERMITTEE acknowledges that it has been advised to inspect the condition, facilities, and other areas PERMITTEE is permitted to use hereunder prior to the issuance of this Permit, and/or prior to PERMITTEE's actual use from time to time. Based upon PERMITTEE's personal inspection or upon PERMITTEE's right to inspect, PERMITTEE further acknowledges that the conditions, facilities, and other areas are safe and adequate for PERMITTEE's intended use. PERMITTEE shall be responsible for all equipment and for adequate safeguards for the protection of PERMITTEE and others.
- 9.10 COUNTY and PERMITTEE shall be relieved of their obligation to the other if unable to perform the terms and conditions of this Permit by virtue of governmental regulations or order, or by strike or war (declared or undeclared) or other calamity such as fire, earthquake, hurricane, or similar acts of God, or because of other similar or dissimilar cause or causes beyond their control. In the event a force majeure event occurs, PERMITTEE shall refund all fees paid except the Nonrefundable Application Fee and Processing Fee as noted in Section 3.1.

IN WITNESS WHEREOF, the Parties hereto have executed this Permit, which shall be effective as of the last date opposite the respective signatures below.

SPARTAN RACE, INC.	COUNTY OF	COUNTY OF MONTEREY	
By: Signature of Chair, President, Or Vice President)	_ By: Rande Depart	By:	
Its:	_		
Its:Print Name and Title			
Address: 234 Congress Street Boston, MA 02110-2429	Address:	Public Works, Facilities, & Parks 1441 Schilling Place, 2nd Floor South Salinas CA 93901	
Date:	Date:		
By: (Signature of Secretary, Asst. Secretary, CF Treasurer or Asst. Treasurer)	Approved as Office of the Susan K. Blit	to form County Counsel ch, Acting County Counsel	
Its: Print Name and Title	By:	el J. Whilden	
Print Name and Title		el J. Whilden y County Counsel	
Date:	<u> </u>	•	
	Date:		
The following attached exhibits are incorporated	d herein by reference an	d constitute a part of this Permit:	
Exhibit A-1 Site Plan			
Exhibit A-2 Medical Plan			
Exhibit A-3 Incident Action Plan			
Exhibit B-1 Maps – Encroachment Permit Sign	Placement		
Exhibit B-2 Maps – Monterey Festival			
Exhibit B-3 Maps – Monterey Course			
Exhibit C Rules and Regulations Governing Spe	ecial Events		
Exhibit D Special Provisions			
Exhibit E Prohibited Areas			

APPROVALS				
	Permit Coordinator	Insurance Review	Parks Administration	
Initials				
Date				

EXHIBIT A-1

SITE PLAN

SPARTAN RACE MONTEREY 2024 PLANS

I. Site Plan

Please refer to the 2023 Festival Map, OCR Course Map, and Trail Course Map for a resource for the general location of obstacles and usage of the trail system. The 2024 maps will be submitted closer to the 2024 event.

Basecamp

Spartan Race will occupy a portion of the grass just west of the main park office and the overflow parking lot #9. Basecamp areas will eventually contain seven 53' trailers and a 20x40 ft tent. This basecamp will serve as the headquarters for all construction, deconstruction, preparation, and shipping/receiving for Spartan Race. All equipment, tools, vehicles, and machines will be stored here every night and there will be a guard on duty every night from 7pm to 7am to watch these items. Both diesel and gasoline will be stored in drums in basecamp to keep all equipment and vehicles fueled up. Fuel will be delivered when they run out. All obstacle materials will be pre-fabricated at basecamp and then transported to their location for final assembly. One of the trailers in basecamp will serve as command center for the duration of the set-up/event/tear-down cycle.

Course

The Monterey Spartan Super course is approximately 10 km long with approximately 25 obstacles and will take place exclusively on Saturday, June 1st, 2024. The Monterey Spartan Sprint course is approximately 5 km long with 20 obstacles and will take place exclusively on Sunday, June 2nd, 2024. The Monterey Spartan Trail Race will have 10 km, 21 km, and 50 km distance options and includes no obstacles and will also take place on Sunday, June 2nd, 2024. The route itself is mostly on unpaved, hilly terrain, and will utilize parts of the local trails systems including Ollason Trail, Bessie Canyon Trail, Gilson Gap Trail, the Youth Overnight Area, the Environmental Center, Toyon Ridge Trail, East Ridge Trail, Vista Mesa and the Wildcat Canyon Trail. The route follows only these established trails. The route is specifically designed to be steep, rocky, and exposed to the elements in order to make the route itself an obstacle. There will be no trail blazing.

Directions will be marked by a mixture of white chloroplast signs with red arrows, white 2-inch wide ribbon with red "SPARTAN RACE" lettering, and cones and grade stakes. Extra attention will be put to marking sharp turns, single track sections, and sections where the course passes next to itself with extra signage, tape and the occasional hard barrier. There will be 6 water stations on the course equipped with tables, water, cups, garbage cans, garbage bags, 1 toilet each and volunteers to help pour, hand out water, and keep the area clean. The rest of the obstacles will be manned on race day by volunteers & staff with radios to keep an eye out for medical emergencies and maintain the integrity of the race.

All obstacles contain either free standing, temporary structures or are dug into the ground. There are typically two water based obstacles that require earthwork.

Obstacle materials, volunteers, water, and staff will be transported around the course by 4-wheel -drive vehicles. These vehicles will only be operated by Spartan Staff and only during build week, race day, tear down, and load out. Spartan Race will also use heavy machinery to assist in digs and/or other large builds. We are expecting to have ten utility terrain vehicles, two skid steers, one telehandler, one excavator, one flatbed truck, four 4WD 3/4 ton pick-up trucks, and two 4WD SUVs. All machinery and vehicles will be operated by skilled and trained Spartan Race and Medical staff. Staff will be equipped with goggles, hard hats, safety vests, earplugs, DOT helmets, and gloves for their own personal protection. Only those with proper licenses and certification can operate each individual machine and/or vehicle. All staff will be held accountable for following all posted speed limits and going below 10 miles per hour on all unpaved mountain roads.

Festival

The Festival area will be located on the badger flats picnic meadow. All traffic into and out of the festival will be funneled through the center of the badger flats area, flanked by parts of the course on both sides. Festival will contain a registration/check-in area, bag/coat check, merchandise booth, food, start line, finish line, complimentary refreshments, sponsor booths, a cold rinse/changing area, a kids race start and finish corral, a medical tent, and a stage.

The beer tent will be situated close to the trees for shade and close to the parking lot to allow easy access for the beer trailer. The beer-drinking zone will be closed in by barricade fencing with a single opening manned by security guards who will check for 21+ wristbands and/or check IDs if no bracelets are found. There will be tables inside the beer garden for seating. The food tent will be stationed next to the picnic tables so that patrons can easily sit and eat their food. The food and beer tents will be stationed side-by-side because the same staff will operate both booths and so that those inside the beer garden can easily buy food without having to leave the fenced area.

Event Registration / Ticket Sales / Cash Collection

Registration and check in booths will be set up at the entrance to the festival. Tables and information will be available for those who need to sign waivers and find out their bib numbers, but most racers arrange this in advance. Most of the registration is done in advance of the event online. Although Spartan Race does same day race sign-up, this accounts for less than 1 percent of sign ups. In addition to same-day race registration, spectators and kids racers all accept same-day sign ups. Other areas that generate cash on race day include merchandise and food & beverage. Spartan Race will provide secure cash collection and storage during the event.

Access

Once inside the festival, all sides will be enclosed by perimeter fencing. Any openings will be watched by security guards who will be checking for wristbands and bag check tags for anyone entering the festival area. There will be a total of 4 access points. Spectators and racers who have either completed the race or are waiting their turn will be encouraged to leave festival and explore the course. All customers will receive a spectator map of the course and festival that will outline which areas are accessible for the best viewing and picture-taking.

Shuttles

A maximum of 20 buses will be in operation at peak hours to shuttle racers to and from the venue. The shuttle will run continuously from 5:00 am until 9:30 pm.

Medical

The main medical tent is situated on the north-east side of the festival area along the existing fence line that borders Ollason Rd. The purpose of this placement is to allow easy access for any rovers pulling patients off course and for easy access to ambulances that must stage on the road for quick exits in the case of critical transports. The particular placement near the southernmost edge of the dry creek bed is due to a natural break in the fence line and because it is removed from festival to give patients some privacy while at the same time remaining visible should someone in festival suddenly need medical attention and need to find the medical tent easily. A medical incident action plan and supplemental information will be submitted with the special event medical plan. Please see attached IAP from 2023 event which will be almost identical to 2024.

II. Communications Plan

Coordination of Communications

Spartan Race is responsible for coordination of all communications with involved Public Safety agencies, County Communications and all normal site communications channels for Spartan Race. The Communications Director/ Race Director (Tom Brown) may be contacted by calling for the duration of the access period

During this event Sheriff Deputies will remain on Sheriff's primary frequency. The Spartan Race Communications Director will coordinate with County Communications Dispatchers via cellphone. Any requests for additional fire, ambulance or air ambulance response to an incident at the event will be coordinated with County Communications Fire Communication Dispatch via cellphone.

The Spartan Race Communications Center will be in full operation for the duration of the access period.

Staffing

There will be one main dispatcher (Monterey Spartan Race Director, see below for contact details) on duty for the entire duration of the event. The Communications Director / Race Director will be supported by the Build Director and Festival Manager who will communicate with each zone of race operations. The course will be divided into 5 zones, managed by members of Spartan Race staff. Each zone will contain up to 8 stations manned by volunteers, each of which are responsible for the safety and integrity of racers passing through their station. Main Festival will be divided into a minimum of 7 zones for each department (registration, bag check, merchandise, future race registration, F&B, cold rinse, volunteers). All of the communications staff and zone leaders have been trained in proper radio communications etiquette and are responsible for disseminating pertinent information to their zones. Staffing levels will be maintained at a level of at least 3 dispatchers and 150 radio operators during the race day.

Facilities

The communications center during the entire event will be located at the office in Spartan's Basecamp, adjacent to the maintenance yard. Frequencies will be available for all dispatchers.

Spartan Race Frequencies Utilized

Channel

- Medical course monitor (if on repeater during race day)
- Course (if on repeater during race day)
- Shuttle Bus (if on repeater during race day)
- Parking (if on repeater during race day)

Channel

• Medical – dispatch and mobile rovers (if on repeater during race day)

Channel

• Medical – dispatch and mobile rovers (if on repeater during race day)

Channel

• Emergency weather response

Channel

- All staff other than race day
- Festival
- Registration
- Shuttle Bus
- Accounting
- Security

Channel

• Parking (if on simplex during race day)

Channel

- Kids Race
- Course (if on simplex during race day)
- Medical course monitor (if on simplex during race day)

Channel

• Medical – dispatch and mobile rovers (if on simplex during race day)

Radio Protocol

Primary Communications: Repeater Channels

Secondary Communications: Simplex Channels

Line-of-Site. Use these channels if in range or if Repeater Channels are not working (power is out or repeater is down)

Backup Communications: Call / text Race Director's (RD)

If Primary mode of communication fails, move to secondary mode. RD will move to repeater location to relay if secondary course communications are initiated.

Medical staff will monitor all repeater channels.

Security, parking attendants, and bus drivers will all operate on their own radio channels yet main dispatchers will carry one of Spartan Race's radios.

Outside Agency Frequencies Utilized

- 1. Monterey County Parks
- 2. AMR Ambulance Service
- 3. Salinas Rural Fire

Emergency Coordination

During this event, we will be in coordination with the following agencies:

- 1. Monterey County Parks
- 2. Monterey County Communications
- 3. Monterey County Sheriff
- 4. Salinas Rural Fire
- 5. AMR Ambulance Service via Medical coordinators Amphibious Medics
- 6. California Highway Patrol
- 7. Del Rey Oaks Police Department

Major Emergency/Disaster

Spartan Race Bad Weather Protocol

<u>Rain:</u> Course and obstacles stay open, adjust as needed based on additional hazard or risk to volunteers/racers

<u>Wind:</u> Course and obstacles stay open, adjust as needed based on additional hazard or risk to volunteers/racers

<u>Lightning:</u> Per the discretion of the RD and the resources made available to him/her:

"Code Irene" will be announced if a threat exists (visible lightning and/or thunder)

- Volunteers should shut down all obstacles
- Volunteers should advise all racers that the course is temporarily closed due to lightning
- Racers are told to hold at obstacles and/or seek safety
- If racers continue then they are told it's at their own risk
- Wait 15 minutes since last observance of lightning before resuming back to normal operations
- No racers released from start line during this time
- Music in festival is turned down and festival participants are advised to be safe
- Zone leaders should advise their obstacle captains what to do
- If needed, all busses are brought back to main event site to load racers

"Emergency Course Clearing" announced if a significant threat exists (hurricane and/or tornado)

- All racers are directed in the fastest way possible off the course and, ideally, through the finish
- Volunteers are held on the course as the last people to come down
- Staff should help direct racers in the correct direction keeping in mind sometimes best way down is on MARKED course
- All buses are brought back to main event site to load racers

In the event of a major emergency/disaster, the Monterey County Park Emergency Response Plan will be activated and if necessary, the Incident Command System plan will be activated by the County Incident Commander and will stay in effect until the IC determines the incident to be over. During this emergency, the Spartan Race personnel may go into a support mode while the actual emergency communications traffic is being handled by the agencies involved.

Emergency Contact Numbers

Communications Center	TBD	
Emergency Calls	TBD	
Sheriffs Command Post		
County Communications Sheriff Dispatcher		911
County Communications Fire Comm		911
County Communications Supervisor		

Agency Points of Contact

All outside agencies, Monterey County Sheriff, Salinas Rural Fire, AMR Ambulance Service, Monterey County Parks, Bureau of Land Management, and Del Rey Oaks Police will check in with the Race Director on the morning of the event by 06:30 AM if they are involved in this event. They will provide points of contact and phone numbers for their agency representative. This will be posted in the Communications Center should the need arise to contact them.

Key Points of Contact

Tom Brown, Race Director Number:

George Snyder, Construction Manager Number:

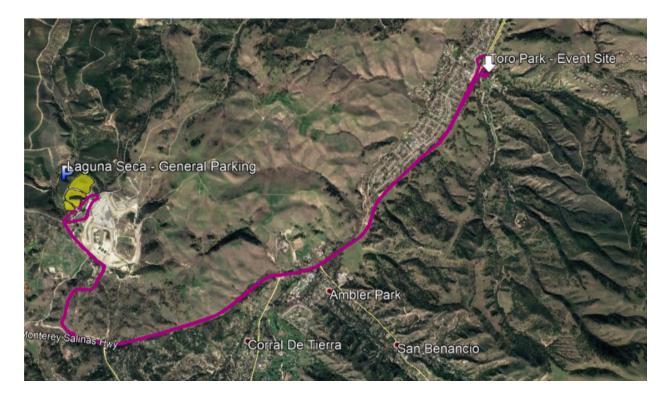
Kip Krieger Festival Manager Number: TBD

III. Medical Plan

See "060323CA Monterey County Medical Plan," and "Medical Plan Supplement"

IV. Parking and Traffic Control Plan

On June 1st and 2nd, 2024, there will be approximately 8,000 people attending and working the Spartan Race at Toro Park in Monterey, CA. All attendees excluding staff, handicapped, and vendors will be directed via advance notice and digital road signs to park at Wolf Hill / Purple Parking at Laguna Seca Recreation Area. Spartan Race will arrange for the appropriate number of shuttles to run a continuous service between Laguna Seca and Toro Park - at peak hours, moving 1,000 people per hour.



Spartan Race will hire the appropriate number of parking attendants, police officers, and security personnel to keep traffic moving, check credentials, utilize parking spaces efficiently, and respond to emergencies or accidents. Finally, Spartan Race will supply all essential materials such as cones, light towers, toilets, tables, fencing, signage, digital road signs, trash bags, and dumpsters to ensure safety, comfort, clear direction, and cleanliness for all hired staff, rented space, and customers. This plan will commence at 5:00 am and will terminate at approximately 9:30 pm.

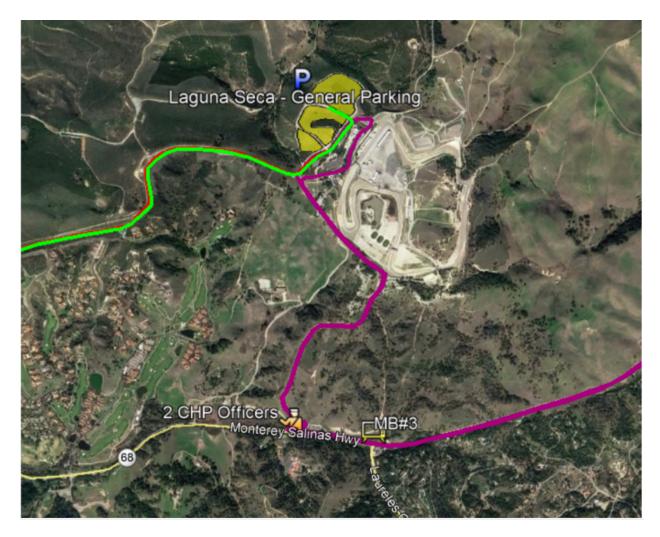
On Sunday (second race day) the plan will be identical to Saturday's plan in every way except for less attendees and it will finish at approximately 9:00 pm.

PARKING INGRESS AND EGRESS PLAN

To prevent traffic back-ups on Highway 68 and to provide a gradual incline that would be safe for cars, Spartan Race has agreed to use South Boundary Rd. as the path for ingress and egress of cars to and from Wolf Hill at Laguna Seca. To access South Boundary Rd. from Highway 68, cars will be directed by digital road sign to turn North onto Canyon Del Rey Blvd. ¼ mile before the intersection on both the east and west bound sides of Highway 68. From there, they will turn right onto General Jim Moore Blvd. and then turn right onto South Boundary Rd. All cars will do the same in reverse in order to get back to Highway 68.



The shuttle buses will access Laguna Seca by turning on to A Road from Highway 68. All shuttle buses will exit this same way, taking A Road down and turning left to get back on to Highway 68 and bring passengers to Toro Park. There will be two California Highway Patrol Officers at this location to make sure buses have no trouble turning on to Highway 68 from A Road.

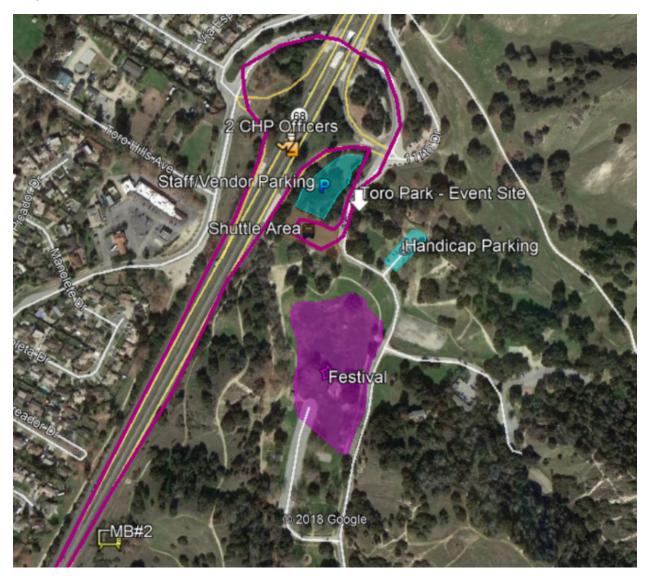


Spartan Race will coordinate with Del Rey Oaks Police Department who will arrange for one officer to open the gates on South Boundary Rd. at 4:00 am. That officer will remain on duty through the main portion of the day's traffic (expected to be 5:00 pm at the latest) to keep order, ensure back-ups do not affect major roads and respond to any emergencies. Spartan Race will work with Del Rey Oaks Police Department to make sure that all gates are locked once the last racer and bus has left Laguna Seca. Spartan Race will clear all equipment and materials within 2 days of the event.

TORO PARK TRAFFIC AND PARKING PLAN

To prevent back-ups on Highway 68, parking lot under-supply, and dangerous traffic near or through the race course, Spartan Race, in conjunction with Monterey County Parks, will close Toro Park to the public and only allow a small number of authorized vehicles through the gates of Toro Park. Those allowed passes will be handicapped customers with valid proof, staff, vendors, ambulances, emergency vehicles, park staff vehicles, and shuttles. All shuttles will be restricted to the first gravel lot on the east side of the toll gate. Inside the lot, shuttles will loop around to the southern side where they will drop off customers, then move 70 feet forward to pick up a new bus load of customers. Two bus captains will manage the on-and off-loading of each bus to ensure that every seat is being filled quickly and efficiently. All handicap,

staff, and vendor vehicles will be confined to the first paved lot on the north side of the road just after the toll gate.



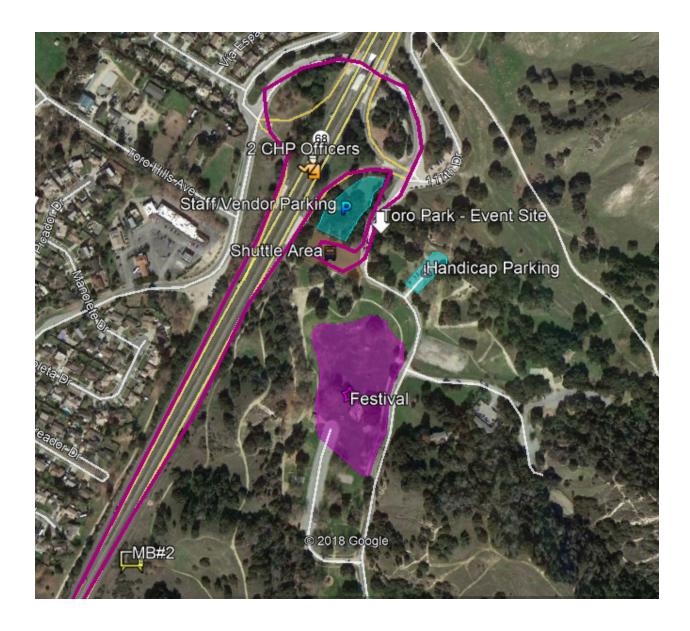
Cars will be directed NOT to park at Toro Park by both messages prior to the event and digital road signs staged ½ mile from the entrance to Toro Park on both the east and west bound sides of Highway 68. This will hopefully prevent the masses from trying to park at Tro Park. Just in case, Spartan Race will coordinate with California Highway Patrol to supply 2 officers from 6 am to 3 pm to monitor the fate and the road for illegally parked vehicles and those walking into Toro Park. They are authorized to help direct traffic if a long line forms of those trying to park their cars in or around Toro Park.



Spartan Race will stage two parking staff from 5:00 am to 2:00 pm to check passes of all vehicles entering the park and direct them to the proper lots. Those without passes will be turned away. Within the park, traffic will be limited to UTVs operated by medical and Spartan Race Operations, large pick-up trucks, and SUVs operated by Spartan staff that are shuttling various volunteers to their positions on course, ambulances on stand-by, or needing to transport someone off site, park staff vehicles, and vendors who need to resupply their booths during the day.

STAFF AND ADA PARKING PLAN

All handicap vehicles will be confined to the first paved lot on the north side of the road just after the toll gate. All staff and vendors will park just North of the shuttle drop off in the area identified in the map below.

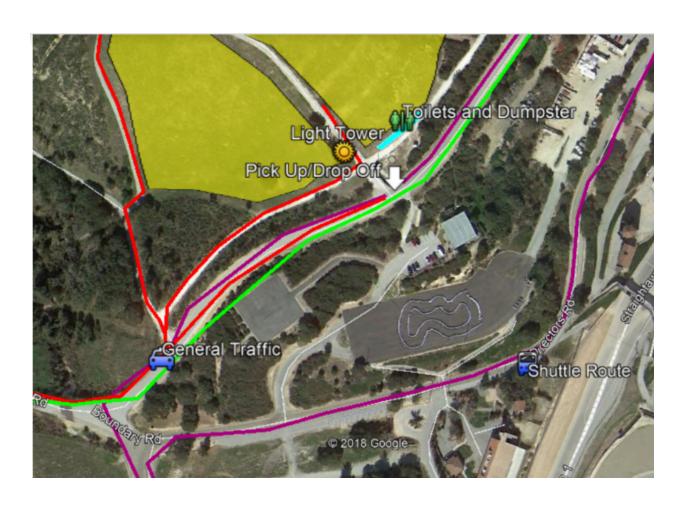


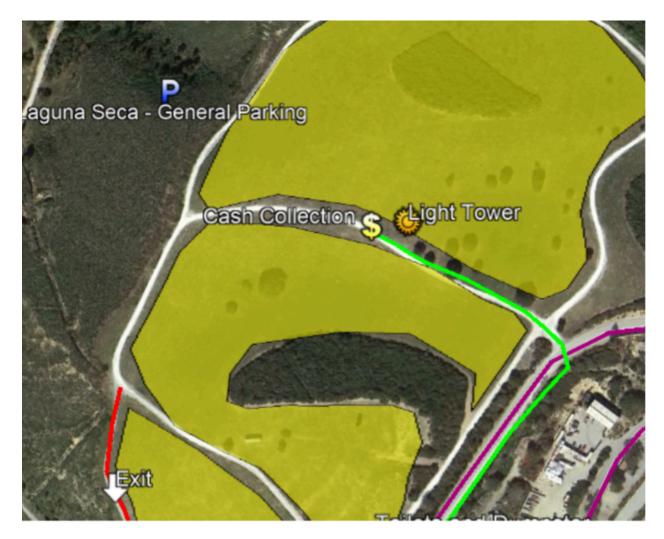
LAGUNA SECA PARKING PLAN

At the top of South Boundary Rd., cars looking to park will be flagged left on to Barloy Canyon Rd. Cars will be directed up to the Northernmost entrance to Wolf Hill where they will turn left into the lot. **There** is no longer cash collection at our events.



Once in the parking lot, a total of 9 attendants will direct cars to the south of the lot, closest to the exit and fill back towards the North as spots become occupied. The exit will be the Southernmost path where cars will merge back on Barloy Canyon Rd. (managed by flaggers) and then turn right on South Boundary Rd. to leave the Park. Shuttles will be provided free and are the only way for racers, spectators, and volunteers to get to Toro Park as security guards will ensure that Toro Park will be closed to anyone not coming in on a bus or driving in without a pass. Shuttles will use A Rd. to Highway 68 to travel between Toro Park and Laguna Seca. At Laguna Seca, shuttles will keep right at the split when they reach Directors Rd. and head towards Purple Parking. At the entrance path for cars, they will cross the turning cars (this will be managed by a flagger who will direct cars one at a time so that they never collide with a shuttle). Shuttles will stop just before the parking exit path and will drop off customers, then move 70 feet forward to pick up a new bus load of customers. 2 bus captains will manage the on- and off-loading of each bus to ensure that every seat is being filled quickly and efficiently.





After picking up and dropping off, shuttles will drive back to Highway 68 and turn on to A Road to pick up passengers from Laguna Seca. A total of 4 light towers, 1 sign, 1 dumpster, 20 regular toilets, 2 ADA toilets, 220 cones, 50 trash bags, 2 tables, and chloroplast signage will be provided by Spartan Race. Since the Main Entrance to Laguna Seca will be closed to cars, there will be a flagger and signage on both sides of Hwy 68 at the Main entrance to A Rd. and B Rd. of Laguna Seca to direct cars travelling Westbound and Eastbound to access Laguna Seca via Route 218 in Del Rey Oaks and only allow buses to use A Road.

V. Sanitation and Recycling Plan

Spartan Race will provide toilets, trash cans, dumpsters, and staff to keep the parking lots, festival, bus depot and course clean and well stocked. The festival area will be supplied with 100 regular porto potties (1 for every 80 racers expected in the festival area at peak hours), 11 ADA porto potties, 2 trash dumpsters, 1 single stream recycling dumpster for glass, metal, plastic, paper, or cardboard, 50 trash bins and 15 labeled recycling bins. Trash bins and recycling bins will be scattered throughout festival in key trash generation areas TBD. Trash / recycling bins and dumpsters will also be placed at the parking lot, in basecamp, and on course at each of the water stations (to collect used cups). Porto potties will be

equipped with hand sanitizer dispensers. Spartan sanitation staff will regularly empty trash and recycling bins, place new bags in bins, pick trash and recycling off the ground, and refill hand sanitizer and toilet paper in porto potties. Spartan Race will negotiate with Waste Management – Monterey (http://www.wm.com), but has not yet signed a contract with them.

VI. Security Plan

Spartan Race will hire private security guards for armed asset protection, festival presence, and to keep the peace. During the event days, there will be 6-8 guards on duty from 6am until 10pm at various posts. All attendees will be required to pass through registration. Once past check-in all attendees must have a colored wristband indicating they signed the waiver which releases both Spartan Race and the venue from any liability regarding that person. Those found without a wristband will be escorted out of the festival and will not be allowed back until they receive said wristband. For the duration of the access period, there will be a minimum of 1 overnight guard watching Spartan Race equipment and assets at basecamp and festival for a minimum of 12 hours (7pm to 7am). Spartan Race will contract event management security through a professional company. There will be a total of 3 guards monitoring the entrance and exit points. Within the festival space there will be 2 guards observing and roaming. Additionally there will be 2 guards checking ID's and monitoring the beer tent. All guards will be aware of each other's location and able to provide additional attention if needed.

VII. Disabled Access Plan

Handicapped Parking will be available within Toro Park (at the Oak Grove lot) for those with a government-issued Disabled Person Parking Placard/Plate or Disabled Veteran License Plate. Access will also be granted to those who have received written permission from Spartan Race. The parking lot is a 300 ft walk to the entrance of the Main Festival at the Badger Flats picnic area. Once inside the festival, there will be 11 ADA toilets available at the major toilet corrals located in a central, flat, accessible location. All areas of the festival and course will also be fully wheelchair accessible, except for those areas of course that steep single track. All customers will receive a spectator map of the course and festival that will outline which areas are accessible for the best viewing and picture-taking.

The main parking lot at Laguna Seca will also have 2 ADA toilets stationed near the line for the shuttle bus. The shuttle bus will be able to transport anyone with a disability as well as small children with strollers, but not those traveling by wheelchair or electric mobility aid. Those who cannot be transported by shuttle bus will be given a handicapped parking pass and directions to the designated lot at Toro Park.

VIII. Animal Control Plan

Spartan Race allows pets into its events. At the discretion of Security, Spartan and police, guests may be asked to remove their pets from the event area if they are deemed a nuisance or danger to the public or someone else's pet. At the event anyone found with a pet will be held solely responsible for their pet's actions. Owners must adhere to the Parks Ordinance MC14.12.100.C.1 - all pets must be on a leash not more than seven feet long.

IX. Remediation Plan

Restoration:

- 6/2/24 All pits get pumped out and water discharged into a Toro Park approved area.
- 6/3/24 Operator with tracked skid steer starts back filling all pits, trenches, holes and disturbed areas.
- 6/3/24 Spartan Race Director meet with Toro Park manager to review all remediation plans
- 6/4/24 All digs get graded and seeded where required by Toro Park. All equipment gets picked up.

X. Camping Plan

There will be no camping allowed onsite for this event.

XI. Vendor Plan

Spartan will have food and beverage services present in the festival for guests to enjoy. Sids Smokehouse will be providing food, beverage and beer service and will submit a TFF with our Event Organizer Application. They will serve out of a 20x20 tent that follows Health Department code and operate with a reefer truck, supplemental food truck and outdoor grills. They will submit their annual permit with the Event Organizer Application.

Lastly, Spartan will have upwards of 10-15 sponsors soliciting, selling and advertising their companies and products in the festival area. Each of these sponsors will operate out of its own 10x10 or 10x20 canopy tent.



Traffic and Parking Plan - Monterey Spartan Super/Sprint

Traffic and Parking Plan - Monterey Spartan Super Sprint On Saturday, June 1 - 2, there will be approximately 15,000 people attending and working the Spartan Race Super at Toro Park in Monterey, CA. All attendees excluding staff, handicapped, and vendors will be directed via advance notice and digital road signs to park at Wolf Hill / Purple Parking at Laguna Seca Recreation Area. Spartan Race will arrange for the appropriate number of shuttle to run a continuous shuttle service between Laguna Seca and Toro Park - at peak hours, moving 1000 people per hour.



Spartan Race will hire the appropriate number of parking attendants, police officers, and security personnel to keep traffic moving, check credentials, utilize parking spaces efficiently, and respond to emergencies or accidents. Finally Spartan Race will supply all essential materials such as cones, light towers, toilets, tables, fencing, signage, digital road signs, trash bags and dumpsters to ensure safety, comfort, clear direction, and cleanliness for all hired staff, rented space, and customers. This plan will commence at 5am with approximately 7,000 people (attendees and employees) circulating throughout the day and will terminate at approximately 9:30 pm on Saturday, June 1st. On Sunday, June 2nd, there will be approximately 8,000 people attending and working the Spartan Race at Toro Park in Monterey, CA. The plan will be identical to Saturday's plan in every way except for a higher turnover rate of racers and it will finish at approximately 7:00 pm on Sunday, June 1st

Parking Ingress and Egress Plan

To prevent traffic back-ups on Highway 68 and to provide a gradual incline that would be safe for cars, Spartan Race has agreed with Laguna Seca recreation area and Sgt. Chris Borquin of Del Ray Oaks PD

to use South Boundary Rd. as the path for ingress and egress of cars and to and from Wolf Hill at Laguna Seca. To access South Boundary Rd. from Highway 68, cars will be directed by digital road sign to turn North onto Canyon Del Ray Blvd. 1/4 mile before the intersection on both the east and west bound sides of Highway 68. From there, they will turn right onto General Jim Moore Blvd. and then turn right onto South Boundary Rd. All cars will do the same in reverse in order to get back to highway 68.



The shuttle buses will access Laguna Seca by turning on to B Road from Highway 68. All shuttle buses will exit taking A Road down and turning left to get back on to Highway 68 and bring passengers to the venue. There will be two California Highway Patrol Officers at this location to make sure buses have no trouble turning on to Highway 68 from A Road.

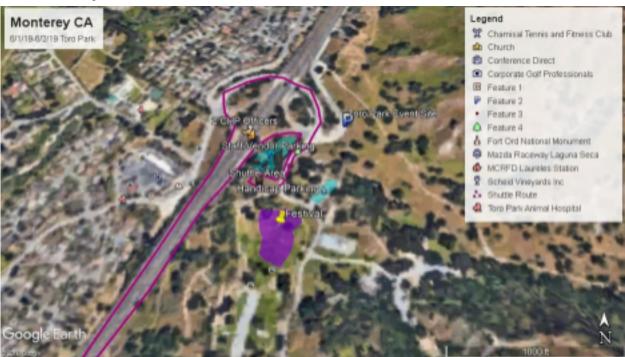


Sgt. Chris Borquin of Del Ray Oaks PD will arrange for one officer to open the gates on South Boundary Rd. at 4am. That officer will remain on duty through the main portion of the days' traffic (expected to be 5pm at the latest) to keep order, ensure back-ups do not affect major roads and respond to any emergencies. Spartan Race will work with Del Ray Oaks PD to make sure that all gates are locked once the last racer and bus has left Laguna Seca. Spartan Race will clear all equipment and materials within 2 days of the event.

Toro Park Traffic and Parking Plan

To prevent traffic back-ups on Highway 68, parking lot under-supply, and dangerous traffic near or through the racecourse, Spartan Race, in conjunction with Monterey County Parks, will close Toro Park to public and only allow a small number of authorized vehicles through the gates of Toro Park. Those allowed passes will be handicapped customers with valid proof, staff, vendors, ambulances, emergency vehicles, park staff vehicles, and shuttles. All shuttles will be restricted to the first gravel lot on the east side of the toll gate. Inside the lot, shuttles will loop around to the southern side where they will drop off customers, then move 70 feet forward to pick up a new busload of customers. 2 bus captains will manage the on- and off-loading of each bus to ensure that every seat is being filled quickly and efficiently.

All handicap, staff, and vendor vehicles will be confined to the first paved lot on the north side of the road just after the toll gate.



Cars will be directed NOT to park at Toro Park by both messages prior to the event and digital road signs stages 1/2 mile from the entrance to Toro Park on both the east and westbound sides of Highway 68. This will hopefully prevent the masses from trying to park at Toro Park. Just in case, Sgt. Chris Pia of the local CHP will supply 2 officers from 6am to 3pm to monitor the gate and the road for illegally parked vehicles and those walking into Toro Park. They are authorized to help direct traffic if a long line forms of those trying to park their cars in or around Toro Park. An additional blockade/CHP officer will be added at the entrance of 117 and Protola Dr. to mitigate racers from parking along the street sides.



Spartan Race will stage 2 parking Staff from 5am to 2pm to check passes of all vehicles entering the park and direct them to the proper lots. Those without passes will be turned away. Within the park, traffic will be limited to UTV's operated Medical and Spartan Race Operations, large pick-up Trucks and SUVs operated by Spartan staff that are shuttling various volunteers to their positions on course, ambulances on standby or needing to transport someone offsite, Park Staff vehicles, and vendors who need to resupply their booths during the day

Laguna Seca Parking Plan

At the top of South Boundary Rd., cars looking to park will be flagged left on to Barloy Canyon Rd. Cars will be directed up to the Northernmost entrance to Wolf Hill where they will turn left into the lot. There they will split into two lanes set deep at the Northern tip of Wolf Hill for the purpose of preventing a negative effect on the flow of cars on South Boundary Rd. and Barloy Canyon Rd.



Once in the parking lot, a total of 9 attendants will direct cars to the south of the lot, closest to the exit and fill back towards the North as spots become occupied. The exit will be the Southernmost path where cars will merge back on Barloy Canyon Rd. (managed by flaggers) and then turn right on South Boundary Rd. to leave the Park. Shuttles will be provided free and are the only way for racers, spectators, and volunteers to get to Toro Park as security guards will ensure that Toro Park will be closed to anyone not coming in on a bus or driving in without a pass. Shuttles will use A Rd. when exiting to Highway 68 to travel between Toro Park and Laguna Seca. At Laguna Seca, shuttles will use B road and will keep right at the split when they reach Directors Rd. and head towards Purple Parking. At the entrance path for cars, they will cross the turning cars (this will be managed by a flagger who will direct cars one at a time so that they never collide with a shuttle). Shuttles will stop just before the parking exit path and will drop off customers, then move 70 feet forward to pick up a new bus load of customers. 2 bus captains will manage the on- and off-loading of each bus to ensure that every seat is being filled quickly and efficiently.





After picking up and dropping off, shuttles will drive back to Highway 68 and turn on to B Road to pick up passengers from Laguna Seca. A total of 4 light towers, 1 sign, 1 dumpster, 20 regular toilets, 2 ADA toilets,, 220 cones, 50 trash bags, 2 tables, and chloroplast signage will be provided by Spartan Race. Since the Main Entrance to Laguna Seca will be closed to cars, there will be a flagger and signage on both sides of Hwy 68 at the Main entrance to A Rd. and B Rd. of Laguna Seca to direct cars traveling Westbound and Eastbound to access Laguna Seca via Route 218 in Del Ray Oaks and only allow buses to use B Road.

EXHIBIT A-2

MEDICAL PLAN

COUNTY OF MONTEREY SPECIAL EVENT MEDICAL PLAN - Large Events

Event Identification and contacts

	Name of Event		
Type of Event:			
Description of Event:			
Day 1	Day 2	Day 3	Day 4
Event Date(s)			
Start Time End Time			
Number of Participants			
Number of Spectators			
Number of Staff			
Number of Vendor Staff			
Total Attendance			
Event Coordinator/Sponsor: Event Contact Person: E-mail: Address:	Phone N		
Event Medical/First Aid Contact:	Phon	e Number: _	
E-mail:	Alternate Ph	one Number:	
Address:			
Event On-site Medical Contact:			
Anteniate method of contact.			
Name of person completing the plan:		Title:	

Rev: 3/13

Event history

List the types and frequency of reported medical/first aid incidents reported at this event in prior years:
List other types of medical/first aid incidents that have occurred at other similar events (if known):
Anticipated injuries/illnesses that may occur for the participants:
Anticipated injuries/illnesses that may occur for the spectators/vendors:
Weather considerations Describe likely, if any, impact the weather may have on the health of the participants and spectators:
Staffing and medical equipment/supplies
Fixed location first aid/medical station location/staffing/supplies Participant Location #1: Staffing:
Equipment/supplies: Location #2: Staffing: Equipment/supplies:
Spectator/Vendor Location #1: Staffing: Equipment/supplies:
Location #2: Staffing: Equipment/supplies:

Ambulance locations:

Participant	Day 1	Day 2	Day 3	Day 4
#1				
#2				
#3				
#4				
#5				
Spectator				
#1				
#2				
#3				

Other medical/first aid Describe medical/first aid services not described above such as mobile first aid teams:
EMS Aircraft Name of provider: Contact person: Phone #: e-mail: Available for participants only: Yes No Describe process to validate credentials for medical/first aid providers:
Describe how medical/first aid personnel will be identified:
Describe the medical communications system:
Sanctioning body requirements Describe requirements of the sanctioning body:
Medical response plan Plan to identify the need for a medical response and process to get medical care for the patient:
Describe special considerations related to the event:

EMS system impact
Expected impact on 911 system:
Potential impact on 911 system:
Event reporting
 After event report submission. A report outlining the medical/first aid incidents at the event is to be submitted to the EMS Agency within 30 days after the close of the event. Number of participant medical aid events. Number of spectator/vendor medical aid events. Types of medical aid events. Number of patients transported by ambulance.
Agreements and Signatures
<i>Physician involvement with EMS personnel</i> : All physicians involved with this event are to be familiar with Monterey County EMS policy <u>Physician On Scene</u> .
Paramedic scope of practice: Paramedics providing care at this event are to adhere to Monterey County EMS policies and protocols. Paramedics working at the event who are not working the event under a Monterey County ALS service provider are limited to providing EMT scope of practice.
EMS Agency staff access during the event: EMS Agency staff may perform an on-site evaluation of the event related to the Medical Plan. EMS Agency staff shall be provided access to the event for this purpose. Should a pass be required for this purpose, then two (2) passes are to be provided to the EMS Agency. Parking passes, if needed, are to be provided with the event access passes.
<i>Medical aid assurance</i> : This plan provides for emergency medical care for both spectators and participants of the event. The plan differentiates the types and resource distribution between spectators and participants. It is the sponsor's commitment that the event contractor/officials and medical care/first aid providers will redistribute the emergency medical resources to assure that medical aid will not be withheld from any spectator or participant as a result of this plan or any other agreement.
After event report: An after event report will be submitted to the EMS Agency as described above. The signatures below of the Event Coordinator and Medical/First Aid Coordinator indicate agreement

Signatures:

_____ Date ______ Date 3-1-24

Event Coordinator or representative _____ Medical/First Aid Coordinator

Name of representative if different from the Event Coordinator

with the requirements outlined above.

Approvals

Date Plan received by EMS Agency: _4/2/2024	Plan returned for revisions: Yes <u>X</u> No <u></u>
Plan approved: Yes <u>X</u> No	
EMS Agency: <i>Blake Andersen</i> Name: _Blake AndersenTitle:	Date:4/4/2024 EMS Analyst
Date Plan returned to Parks Dept:4/4/2024	_
Other approval:	
Agency Name	Approved: Yes No
Signature:	Date:
Agency Name	Approved:YesNo
Signature	Date

EXHIBIT A-3 INCIDENT ACTION PLAN

As of 3-1-24 0900hrs



info@EventMedicsNY.com 800-684-0556









INCIDENT ACTION PLAN 2024



Spartan Race

Date(s) of race: 6/1/24 6/2/24

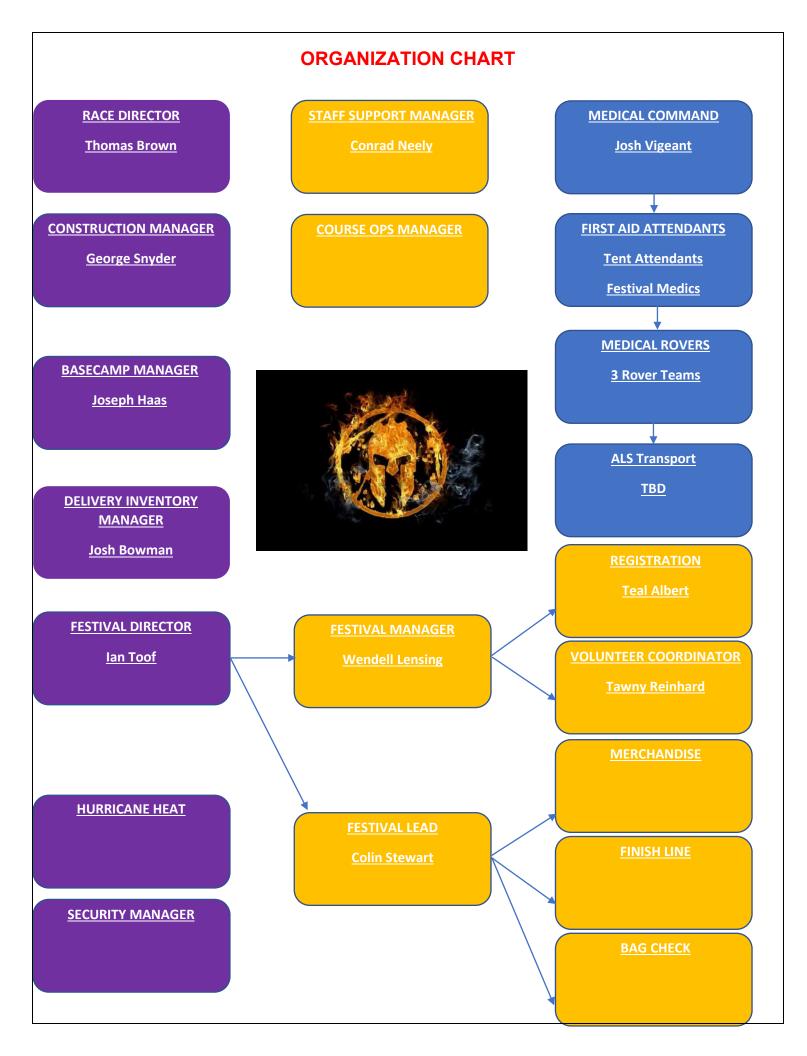
Location: Toro Park - 501 Monterey-Salinas Highway 68, Salinas, CA 93908

INCLUDED IN THIS DOCUMENT

Brief Event Description	Event Medics Response Overview
 Organizational Chart 	 Event Medical Patient Care Reports
Key Contacts	 Covid-19 Mitigations
• ICS FORM 210	Weather
• ICS FORM 202	 Directions to the Nearest hospital
• ICS FORM 204	Course Map
• ICS FORM 205	
• ICS FORM 206	
ICS FORM 215A	

BRIEF EVENT DESCRIPTION

- A. Spartan Race is a running/obstacle course endurance event that will take place during the following dates:
 - I. Super Course, Maximum 8 miles long on Saturday and Sunday (6.1.24)
 - II. Sprint Course Maximum 4 miles long on Saturday and Sunday (6.2.24)
- B. The event uses a well-marked route, with a designated start and finish. There are approximately:
 - i. 30 obstacles for the Super Course
 - ii. 25 obstacles for the Sprint Race
- C. Individuals and teams will start on a staggered basis throughout the day (waves of 250 maximum, every 15 minutes, beginning at 0700AM on Saturday and 0700 on Sunday.
- D. This event is an endurance event and the risks and safety issues may include:
 - i. Medical issues associated with endurance events such as dehydration, illness, hypothermia, disorientation, or insufficient nutrition.
 - ii. Overuse injuries such as blisters, muscle cramps, shin splints, stress fractures.
 - iii. Traumatic and/or orthopedic injuries resulting from a fall or collision.
 - iv. Medical conditions which may be triggered by physical stress or exertion in a high-altitude mountain environment and/or extreme variations in temperatures.



KEY CONTACTS

USE CONTACT GRID TO ADD CONTACTS BELOW				
Name	Role	Phone Number	Email	
Brown, Thomas Daniel	Event Director			
Snyder, George	Construction Manager			
	Construction Manager Support	•		
Toof, lan	Festival Director			
Lensing, Jacob Wendell	Festival Manager			
Stewart, Collin M.	Festival Lead			
Rounds, Caleb	Course Lead			
Haas, Joseph	Basecamp Manager (BCM)			
Bowman, Joshua L	Delivery Inventory Manager (DIM)			
Neely, Conrad Dillon	Staff Support Manager (SSM)			
Tbd	Security Manager			
Albert, Teal Kathleen	Registration - Lead			
	Finish Line Lead			
	Bag Check Lead			
	Merchandise Lead			
Reinhard, Tawny	Volunteer Coordinator			
	Krypteia - #1			
	Trail Race Director			

NAME	POSITION	PHONE	EMAIL
Josh Vigeant	Lead PM		

All Event Medic Services personnel will be under the supervision of Event Medics, reporting directly to Josh Vigeant.

INCIDENT BRIEFING (ICS 201)

		,	
1. INCIDENT NAME:	2. INCIDENT NUMBER:	3. DATE/TIME	INITIATED:
Spartan Super/Sprint CA	SPARTAN CA 24.6.1	DATE: 6-1-24	TIME: 0900

INCIDENT BRIEFING ICS201 hereby provided as pertains to Medical Operations.

- Friday, Medical Facility to be erected, organized and all supplies accounted for. Course review/Operational Meeting conducted by Event Staff and Medical Command. On course review will be conducted by Medical Command and Roving Medical unit operators and will survey all obstacles, trails and event boundaries.
- Saturday & Sunday Medical Briefing of all medical will commence ½ hours before start time. ALS (if scheduled to be
 on site during event) to attend this briefing. All medical/water rescue staff to be at their assigned posts 15 minutes prior
 to event start time.
 - Saturday June 1st 2024 Medical operational period begins at 0600hrs.

 Sunday June 2nd 2024- Medical operational period begins at 0600hrs.
- Saturday & Sunday -Medical personnel will survey all obstacles and the designated trails leading to all obstacles
 when the event concludes to assure that there are no unidentified participants injured within this area. Medical
 operational period concludes at 2100hrs.
- Saturday & Sunday ALS units (if on site) will be released from their assignment after Medical personnel have completed course survey at conclusion of event.
 - Saturday & Sunday -At conclusion of operational period, all medical personnel will be debriefed, medical incident reports safeguarded and recorded
- 4. SITUATION SUMMARY AND HEALTH AND SAFETY BRIEFING (for briefings or transfer of command): Recognize potential incident Health and Safety Hazards and develop necessary measures (remove hazard, provide personal protective equipment, warn people of the hazard) to protect responders from those hazards.
 - Medical personnel on site to provide First Aid to all persons within the event boundaries. Persons requiring more advanced care will be transferred to local ALS unit having jurisdiction via 911 system (or on site standing by)
 - MCI or other patient load concerns to be relayed immediately to local 911 system.
 - Active shooter, terrorism, suspicious activities etc. to be reported immediately to Event Command and local 911. If safe to
 do so, all medical personnel on site will report to Medical Command location and await orders. If not safe to do so,
 medical personnel will report to main entrance and await instructions. Medical personnel will not interfere with criminal
 activities.
 - Any unsafe situation will be reported to Event Command. Unaccompanied injured minors will be treated and released to
 Event Security or PD.

PREPARED BY: NAME: lan Starkey POSITION/ TIT	LE: Event Medic Services, Spartan Project Manager SIGNATURE:
ICS 201, PAGE 1	DATE/TIME:

	INCI	DENT BRIEFING (ICS 2)	01)		
1. INCIDENT NAME: 2. INCIDENT NUMBER: 3. DATE/TIME IN			INITIATED:		
Spartan Super/ Sp	per/ Sprint CA SPARTAN CA 24.6.1 DATE: 6-1-24 TIME: 0				
4. CURRENT AND P	LANNED OBJECTIVES	3 :			
		ne existing EMS personnel staffed at the event on June 1 st and 2 nd 2024	e Main Medical Tent,	Remote	
Provide primary Medical Ten	EMS service to anyo	ne being transported to the triage area	at Main Medical Tent o	or Remote	
3. Provide addition	al EMS service to any	/one requiring assistance on the race α	ourse or spectator areas o	r parking lot.	
5. CURRENT AND P	LANNED ACTIONS, ST	RATEGIES AND TACTICS:			
TIME:		ACTIONS:			
0600hrs	ARRIVAL OF MEDICAL TEAM STAFF TO MAIN MEDICAL TENT				
0630hrs	COMMENCEMENT OF BRIEFING TO ALL MEDICAL AND WATER RESCUE PERSONNEL				
0630hrs	ARRIVAL OF EMS UNITS				
0645hrs	ALL MEDICAL ROVERS TO BE ON RACECOURSE				
0645hrs	ALL FESTIVAL MEDICS TO BE IN FESTIVAL AREA				
0645hrs	RADIO COMMUNICATIONS CHECK FOR ALL STAFF AND CHANNELS				
0700hrs	EVENT BEGINS				
1900hrs	EVENT ENDS				

6. PREPARED BY: NAME: <u>Ian Starkey</u> POSITION/ TITLE: <u>Event Medics Services</u>, Spartan Project Manager SIGNATURE: _

DATE/TIME:

ICS 201, PAGE 2

INCIDENT OJECTIVE (ICS 202)

1. INCIDENT NAM		2. OPER	ATIONAL PERIOD:	Date From: 5 Time From: (Date To: 6-2-24 Time To: 2100		
Spartan Super	/Sprint CA			Time From:	7700	Time 10: 2100		
3. OBJECTIVE(S):							
1)CONDUCT AN OBSTACLE COURSE ENDURANCE EVENT AT TORO PARK, LENGTH OF APPROX 3 MILES (SPRINT) 8 MILES (SUPER)								
2) CONDUCT	2) CONDUCT EVENT ACCORDING TO PRE ESTABLISHED TIMELINES							
3) ADHERE T	3) ADHERE TO RECOGNIZED SAFETY GUIDELINES							
4) PROVIDE FIRST AID ASSISTANCE TO ALL PERSONS WITHIN THE EVENT BOUNDARIES								
4 OPERATIONA	L PERIOD COMMAND EM	PHASIS:						
0700 hrs, Friday	May 31st 2024— 2100 h	nours, Sun	day June 2 nd 2024					
05115041 015114	TIONAL AWARENESS							
	ATIONAL AWARENESS 'OLUNTEERS AND EVE	NT MANA	AGEMENT ARE TO) REPORT A	ALL INJUR	IES TO THE EVENT		
						ANGEROUS BEHAVIOR		
OR CONDITIO	ONS PRESENT DURING	3 THE EVI	ENT.					
5. SITE SAFETY	PLAN REQUIRED? YES	□ NO						
	TE SAFETY PLAN(S) LOC							
6. INCIDENT ACTION PLAN (the items checked below are included in this Incident Action Plan ☑ if attached)								
☑ ICS 202		☑ ICS 206	i		CONTA	CT LIST		
☑ ICS 204		☑ MAP/ CHART			ORGAN	IIZATIONAL CHART		
☑ ICS 205		✓ WEATHER	R FORECAST/ TIDES/ CUR	RENTS				
7. PREPARED BY: NAME: lan Starkey POSITION/ TITLE: PROJECT MANAGER SIGNATURE:								
8. APPROVED BY INCIDENT COMMANDER: NAME: lan StarkeySIGNATURE:								
ICS 202	IAP PAGE8_		DATE/TIME:					
	<u> </u>							

ASSIGNMENT LIST (ICS 204)

1. INCIDENT NAME:
Spartan Super/ Sprint CA

Date From: 5-31-24 Date To: 6-2-24
Time From: 0700 Time To: 2100

4. OPERATIONS PERSONNEL:
RACE DIRECTOR: Thomas Brown
MEDICAL COMMAND: Josh Vigeant
BUILD DIRECTOR: George Snyder

8. RESOURCE	S ASSIGNED:			Reporting Locations, Special Equipment and
RESOURCE IDENTIFIER	LEADER	# OF PERSONS	CONTACT (e.g., phone, pager, radio, frequency, etc.)	Supplies, Remarks, Notes, Information
RACE DIRECTOR	Thomas Brown	1		FESTIVAL/ COURSE
COURSE MANAGER		7		COURSE
MEDICAL COMMAND	Josh Vigeant	20		FESTIVAL/ COURSE
FESTIVAL MANAGER	lan Toof	7		FESTIVAL
SPARTAN PA		1		BASE CAMP
SPARTAN BCM		1		BASE CAMP

6. WORK ASSIGNMENTS:

- ALL event staff will fall under RACE DIRECTOR (Fire, medical, water rescue, police)

7. SPECIAL INSTRUCTIONS:

NONE

8. COMMUNICATIONS:



EMS Communications Spartan Radio with Identified Medical Channel

8. PREPARED BY: NAME: lan Starkey POSITION/ TITLE: PROJECT MANAGER SIGNATURE:

ICS 204 IAP PAGE __9_ DATE/TIME: _____

INCIDENT RADIO COMMUNICATIONS PLAN (ICS 205)								
2.	DATE/TIME PI	REPARED:	3. OPERATIONAL	3. OPERATIONAL PERIOD:				
Da	ate 3-1-2024		Date From: 5-31-24	Date To:6-2-24				
Tir	me: 0900		Time From: 0700	Time To: 2100				
4. BASIC RADIO CHANNEL USE:								
	CHANNEL							
NCTION	NAME	ASSIGNMENT	MODE	REMARKS				
DURSE		COURSE STAFF	DIGITAL	SPARTAN RADIO				
PRIMARY MEDICAL		MEDICAL STAFF	DIGITAL	SPARTAN RADIO				
OPEN		ALL	DIGITAL	SPARTAN RADIO				
FESTIVAL		FESTIVAL STAFF	ANALOG	SPARTAN RADIO				
MEDICAL BACKUP		MEDICAL STAFF	ANALOG	SPARTAN RADIO				
OPEN		ALL	ANALOG	SPARTAN RADIO				
) PEN		ΔΙΙ	ANALOG	SPARTAN RADIO				
JI LIV		ALL	ANALOG	OI AITTAITTABIO				
	E: NCTION DURSE RY MEDICAL DPEN STIVAL AL BACKUP	2. DATE/TIME PIDate 3-1-2024 Time: 0900 E: CHANNEL NAME DURSE RY MEDICAL DPEN STIVAL AL BACKUP DPEN	2. DATE/TIME PREPARED: Date 3-1-2024 Time: 0900 E: CHANNEL NAME ASSIGNMENT DURSE COURSE STAFF RY MEDICAL MEDICAL STAFF DPEN ALL STIVAL FESTIVAL STAFF AL BACKUP MEDICAL STAFF DPEN ALL ALBACKUP MEDICAL STAFF ALL ALBACKUP MEDICAL STAFF ALL ALBACKUP MEDICAL STAFF ALL	2. DATE/TIME PREPARED: Date 3-1-2024 Time: 0900 E: CHANNEL NAME ASSIGNMENT MODE DURSE COURSE STAFF DIGITAL PY MEDICAL DPEN ALL DIGITAL STIVAL ANALOG AL BACKUP MEDICAL STAFF ANALOG ALBACKUP MEDICAL STAFF ANALOG ALBACKUP ALL ANALOG ALBACKUP ALL ANALOG ALA ANALOG				

DATE/TIME:

6. PREPARED BY (COMMUNICATIONS LEADER): NAME: lan Starkey SIGNATURE:

IAP PAGE _10_

ICS 204

MEDICAL PLAN (ICS 206) 1. INCIDENT NAME: 2. OPERATIONAL PERIOD: Date From: 5-31-24 Date To: 6-2-24 Time From: 0700 Time To: 2100 Spartan Super/Sprint CA 3. MEDICAL AID STATIONS: PARAMEDICS ON SITE? NAME LOCATION CONTACT NUMBER(S)/ **FREQUENCY** BASE FIRST AID (MAIN **FESTIVAL AREA REPEATER 2** ☑ YES □ NO MEDICAL) ☑ YES □ NO 4. TRANSPORTATION (indicate air or ground): **AMBULANCE LOCATION CONTACT NUMBER/ LEVEL OF SERVICE** SERVICE **FREQUENCY** MAIN MEDICAL ☑ ALS □ BLS 5. HOSPITALS: **ADDRESS** CONTACT **TRAUMA** BURN HELIPAD **HOSPITALNAME** TRAVEL TIME NUMBER **CENTER** CENTER AIR GROUND Salinas Valley 10 ☑ YES □ YES ☑ YES 450 E mins Romie Ln, ☑ NO Salinas, CA 93901 6. SPECIAL MEDICAL EMERGENCY PROCEDURES: ALL REQUESTS FOR MEDICAL ASSISTANCE WILL BE PROVIDED TO MEDICAL COMMAND AND PATIENTS WILL BE TREATED AT THE ADVANCED FIRST AID LEVEL. PATIENTS WILL BE TRANSFERRED TO ALS HAVING JURISDICTION AND ON SITE IF ADVANCED PATIENT CARE IS REQUIRED. ☐ Check box if aviation assets are utilized for rescue. If assets are used, coordinate with Air Operations. 7. PREPARED BY (MEDICAL UNIT LEADER): NAME: lan Starkey SIGNATURE: SIGNATURE: 8. APPROVED BY (SAFETY OFFICER): NAME:

DATE/TIME:

ICS 206

IAP PAGE _11_

INCIDENT ACTION PLAN SAFETY ANALYSIS (ICS 215A)

IIIOIDLII	. / \			III OAI ETT AIIAE	11010 (100 210/4)		
1. INCIDENT NAME:			2. INCIDENT NUMBER:				
Spartan Super/Sprint CA			SPARTAN CA 24-6-1				
3. DATE/TIME PREPARED: 4. C		4. OPER	PERATIONAL PERIOD: Date From: 5-31-24		Date To: 6-2-24		
Date 3-1-24 Time: 0900			Time From: 0700		Time To: 2100		
4. INCIDENT AREA 6.		HAZARDS/ RISKS			7. MITIGATIONS		
FESTIVAL C		hoking, trip & fall, post event illness/ injuries		post event illness/ injuries	1 medic to be stationed within proximate area of festival		
OBSTACLES COURSE FIELD		Injuries and illness' consistent with high impact activities		_	Roving medical unit to patrol areas. Event staff to monitor area and report medical incidents to Medical Command		
			ries and illnesses consistent with post nt activities. Motor Vehicle/ pedestrian accidents.		Event staff to monitor area and report medical incidents to Medical Command		
WATER OBSTACLES	Injuries and illness' consistent with high impact activities and water related injuries			_	Roving medical unit to patrol areas. Event staff to monitor area and report medical incidents to Medical Command. Lifeguards to be positioned at each water obstacle		
COMMON AREA WITHIN EVENT BOUNDARIES	Injuries and illness' consistent with high impact activities and or non-related injuries/ illness'			d or non-related injuries/	Event staff to monitor area and report medical incidents to Medical Command		
8. PREPARED BY (SAFETY OFFICER): NAME: lan Starkey SIGNATURE:							
8. PREPARED BY (OPERATIONS SECTION CHIEF): NAME: lan Starkey SIGNATURE:							
ICS 215A			DATE/TIME:				

EVENT MEDICS RESPONSE OVERVIEW

Medical and water rescue response (if required) will be administered by Event Medic Services.

Event Medics' Response Team Structure

The Event Medics team will consist of the following members.

SATURDAY

- 1 project manager
- 1 Data entry staff
- 4 Course Rover First Aid Attendants
- 15 first aid attendants + 2 contracted ALS units

SUNDAY

- 1 project manager
- 1 Data entry staff
- 4 Course Rover First Aid Attendants
- 15 first aid attendants + 2 contracted ALS units
- Project Manager will be responsible for team assignments, team leader oversight, data management and general leadership.
- Rovers will patrol their assigned zones continuously on UTV's or ATV's to identify any injuries and provide transport to Base First Aid as needed. They will also ensure proper record keeping and supply levels.
- Base Medical Tent will have sufficient first aid attendants.
- Festival Area will have 2 first aid attendants on foot.
- On course vehicle response includes four (4) 4x4 UTVs with 2 Event MedicFirst Aid Attendants

Cold Weather Contingency Plan

Event Medics and Spartan recognize the potential danger of operating in cold weather temperatures. We have implemented proactive and reactive plans to mitigate this risk.

Proactive:

- 5 (SUPER/SPRINT) water stations have been placed on the course, offering a source of hydration.
- Roving UTVs will patrol the course, manned by EMTs. They will also be monitoring participants closely for signs of cold related illness and injury.
- An announcement will be made to the participants prior to start, explaining the signs and symptoms of cold related illness, giving the participants the ability to recognize hypothermia. Participants will also be asked to immediately change into dry clothes and seek warm shelter.
- We will use the following thresholds as a guideline to be used along with other local factors as to when to disrupt the event:
 - 1. More than 5 severe hypothermia transports to the hospital.
 - 2. More than 10 hypothermia incidents within one hour. Event Medics will contact Spartan to discuss re-route options.
 - 3. More than 20 hypothermia incidents within one hour, re-route option is activated.
 - 4. Cold weather warning or Freeze warning issued by Local County.
 - 5. Inadequate medical resources available to provide cold weather medical support.
 - 6. Recommendation by local authorities, office of emergency management, or other prominent governing body to discontinue event.
- The main medical tent will be heated, with the use of changing tents as a secondary warming tent.
- Ponchos will be used for initial hypothermia; Mylar blankets will be used for severe cases of hypothermia.

3. Heat Contingency Plan

Event Medics and Spartan Race recognize the potential danger of operating in temperatures exceeding 90f. We have implemented proactive and reactive plans to mitigate this risk.

Proactive:

- 10(ULTRA/BEAST) and 5 (SUPER/SPRINT) water stations have been placed on the course, offering a source of hydration.
- Water obstacles/ pits will be active on course to help cool participants throughout the course of the day.
- Roving UTVs outfitted with water jugs will patrol the course, manned by EMTs.
 They will be offering hydration and aid to participants course wide. They will also be monitoring participants closely for signs of heat related illness.
- An email will be sent out to all participants prior to the event requesting that they
 wear t-shirts throughout the day. This will serve 2 functions, keeping direct
 sunlight off the participants' skin and retaining water to provide cooling between
 water features.
- An announcement will be made to the participants prior to start, explaining the signs and symptoms of heat related illness, giving the participants the ability to recognize heat exhaustion, stress, and stroke.
- We will use the following thresholds as a guideline to be used along with other local factors as to when to disrupt the event:
 - 1. More than 4 heat related transports to the hospital.
 - 2. More than 20 heat related incidents within one hour.
 - 3. Heat Advisory issued by Local County.
 - 4. Heat Index over 100F
 - 5. Inadequate medical resources available to provide heat related medical support.
 - 6. Recommendation by local authorities, office of emergency management, or other prominent governing body to discontinue event.

Reactive:

- The main medical tent will add an additional shaded area for treatment of heat related illness.
- Large coolers filled with ice water will be used to chill hundreds of small towels that will be used for cold therapy.
- The local ALS ambulance provider may supply higher than normal volumes of IV fluid.

4. Lightning Contingency Plan "Code Irene"

- Spartan and medical project managers will monitor local forecasts for the approach of any severe lightning storms.
- When severe lightning is noted, a lightning warning will be issued by Spartan over the Festival/ Course radio channel.
- Once received by dispatch, the lightning warning will be issued through the Medical radio channel.
- Injured race participants or spectators will be transported to the predetermined structures in an orderly manner by Event Medic staff.
- Uninjured race participants or spectators will be asked to walk towards the pre-determined structures in an orderly manner by Spartan staff/volunteers.
- Participants or spectators in the festival area will be directed to seek shelter by Spartan employees or the security team.
- o If lightning activity is noted within a ten (10) mile radius of the resort.

SPARTAN RACE REPORTING

EVENT MEDICS PARTICIPANT DATA REPORTS

It is extremely important to take detailed reports of injuries, so there is an accurate medical record of injuries that occurred during the event. Spartan will not require these reports, only generic summaries of these reports at the end of each event day. ALS reports will be sent to appropriate Spartan Staff no later than 5 days after the race event.

An accurate medical report should include relevant participant contact information, including bib number, detailed description of injury, and treatment given and/or prescribed. Be sure to include the medical responder's name in this report.

The reports needed after the end of each day are:

- 1. Breakdown of injury by category and the number of participants that sustained this injury (i.e. sprained ankle, 21, sore knee, 32, abrasion, 11 etc.)
- 2. Location of injury/trends, for instance if twisted ankles are occurring at a similar place all day or at a certain obstacle.
- 3. In the event of serious injury or transport, detailed report of injury and how it occurred.

EVENT MEDICS REPORTING POLICY

- A. All contact with participants that requires treatment beyond handing out supplies will be recorded on forms specifically crafted for this event. They will record time, bib number, name, station number, location or obstacle, type and location of injury, treatment given, and disposition of participant.
- B. Any participants requiring ALS attention or transport will require the Transport Incident Report be filled out.

EVENT MEDICS INCIDENT REPORT



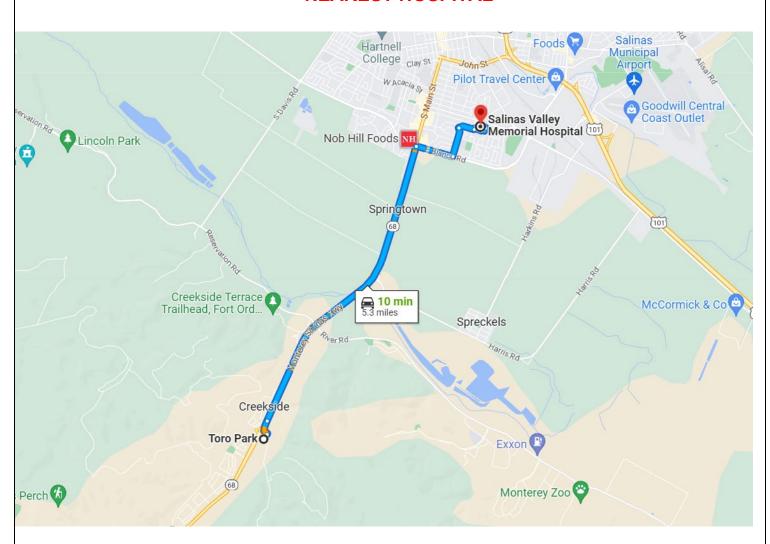
Incident #

Patient First Name	Last Name		Time	Date			
Address		City		State Zip			
Phone	□ M □ F Age	Patient I.D. # (f applicable)		Job Title (f applicable)			
Project/ Event Name	Specific Incident Location		Medic Nar	me			
CARE IN PROGRESS ON ARRIVAL: None Bystander Other First Responder Witness Name:							
MECHANISM OF INJURY: □ Electrical □ Fall from: Ft. □ Struck By: □ Environmental □ Other:							
CHIEF COMPLAINT:							
ASSESSMENT:							
PRESENTING PROBLEM —				PAST MEDICAL HISTORY—			
□Abrasion □Cold Related □Airway Obstruction □Cramps	☐Heat Related ☐Laceration	□Sprain/Strain □Sting/Bite		☐ None ☐ Diabetes ☐ Allergy To ☐ COPD			
□Allergic Reaction □Dehydration	☐Major Traum			☐ Hypertension ☐ Cardiac			
□Amputation □Diabetic Related □Behavioral Disorder □Drowning	Potential Nausea OB/GYN	DSubstance Ab	ouse Potential	☐ Stroke ☐ Asthma ☐ Seizures ☐ Other			
DBleeding/Hemorrhage DEnvironmental	□Obvious Dea	DSyncope th DUnconscious	Unrsp.	Current Medications or Other History:			
□Blister □Foreign Body □Blunt Trauma □Fracture/Dislocate	□Penetrating 1	Trauma					
DBlunt Trauma DFracture/Dislocal DBreathing DGastrointestinal		cidental DPain:		-			
□Bruised □General Illness M	alaise 🗆 Respiratory 🛭			_			
☐Burn ☐Hazardous Mater ☐Cardiac Arrest ☐Head Injury	ials □Seizure □Shock	□0ther:		-			
□Cardiac Related Potential □Headache	☐Spinal Injury			_			
Region							
	oot DGroin DHea		g □Neck □				
□Back □Chest □Eye □Finger □F	orearm DHand DHip	□Knee □Mouth	□Nose	JShoulder □Thigh □Wrist			
TIME RES	P PULSE B.P.	LEVEL OF GCS	PUPILS	SXIN			
V Rate	Rate	□ Alort	☐ Nomal ☐ Olated	☐ Unremarkable			
	pular 🗆 Bogular 📗	□ Voice □ Pain	☐ Constricted	□ Cool □ Pale □ Warm □ Cyanotic			
į Da		□ Unresp.	☐ Sluggish ☐ No Reaction	□ Moist □ Flushed □ Day □ Jaundice			
S Rate	Rate	□ Aliert	□ Normal	□ Unremarkable			
6	ular 🗆 Regular 🖊	□ Volce □ Pain	☐ Ollated ☐ Constricted	□ Cool □ Pale □ Warm □ Cyanotic			
N Dist		□ Unresp.	☐ Stuggish ☐ No Reaction	□ Moist □ Rished □ Dry □ Laundice			
_Treatment	1			54, 5220			
	DPt Walked/ Transpor	ted to HCF		DSuction Used			
□Artificial Ventilation Method: □Oxygen Administered: @ LP.M. N	lethod		obilization Ne	□Removed Foreign Body ck and Back			
DCP.R. In Progress on Arrival by: DCtizen DPD/FD Other First Responder DOther DBleeding Hemorrhage Controlled							
DCP.R. Start Time: Time of Arrest Until C.P.R.: Minutes Method Used:							
□ Defibrillation/Cardioversion: No. Times □ Injury Immobilized □ Pt Hydrated: w/ Ounces of Method Used:							
OMedication Self-Administered: Oother:							
OHeat or Cold Applied							
Disposition: □Ambulance □Urgent Car	e □Removed from Activit	ty DReturned to Activity	□Released	Disposition Time:			
Comments:							
□ Refused Medical Attention I hereby refuse further treatment/transport to a hospital and I acknowledge that such treatment/transportation was advised by the medical crew attending to me. I hereby release such persons from liability for respecting and following my expressed wishes. I have been advised and I am aware the consequences to my health if I refuse further treatment or transport to a hospital.							
Patient Signature	Date	Witnes	ss Signature				

WEATHER *** PLEASE NOTE WEATHER WILL BE UPDATED THE WEEKEND** Saturday

Sunday

NEAREST HOSPITAL



10 min (5.3 miles)







via CA-68 E

Fastest route now due to traffic conditions

Toro Park

501 Monterey-Salinas Highway 68, Salinas, CA 93908

> Get on CA-68 E

48 sec (0.3 mi)

★ Merge onto CA-68 E

4 min (3.8 mi)

Continue on E Blanco Rd to your destination in Salinas

5 min (1.2 mi)

Salinas Valley Mem Hospital

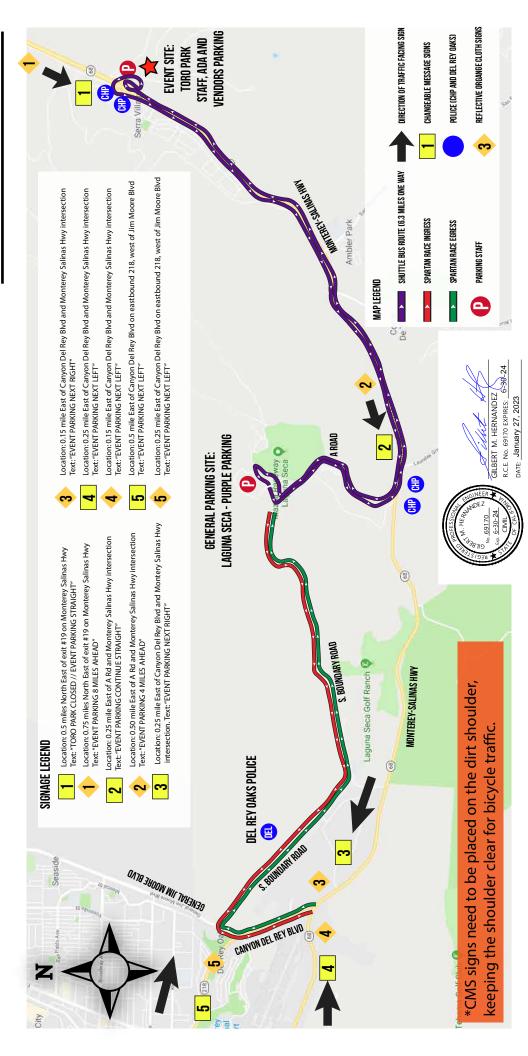
450 E Romie Ln, Salinas, CA 93901

EXHIBIT B-1

MAPS

ENCROACHMENT PERMIT SIGN PLACEMENT

ENCROACHMENT PERMIT PLAN - MONTEREY SPARTAN RACE



A total of 5 changeable message boards will be placed on Monterey-Salinas Hwy to direct the general public to Canyon Del Rey Blvd to access keep the lane clear for shuttles, emergency vehicles and staff. Information about traffic and parking directions will be sent to all spectators, to prevent people without passes from entering Toro Park and to prevent people without passes from entering Toro Park and to oublic parking at the Purple Parking lot at Laguna Seca for the Spartan Race on June 1st and 2nd, 2024. In addition 5 reflective orange cloth signs will supplement the message boards. Only staff, ADA, vendors, and shuttles will be granted access to Toro Park. CHP will be stationed on the East Bound and West Bound sides of exit #19 on Monterey Salinas Hwy to prevent the public from parking on the racers, vendors, staff and volunteers prior to the event to ensure minimal confusion on June 1st and 2nd. Signs will be placed on Monterey-Salinas Hwy on Friday, May 30th and removed on evening Sunday, June 2nd.

EXHIBIT B-2

MAPS

MONTEREY FESTIVAL

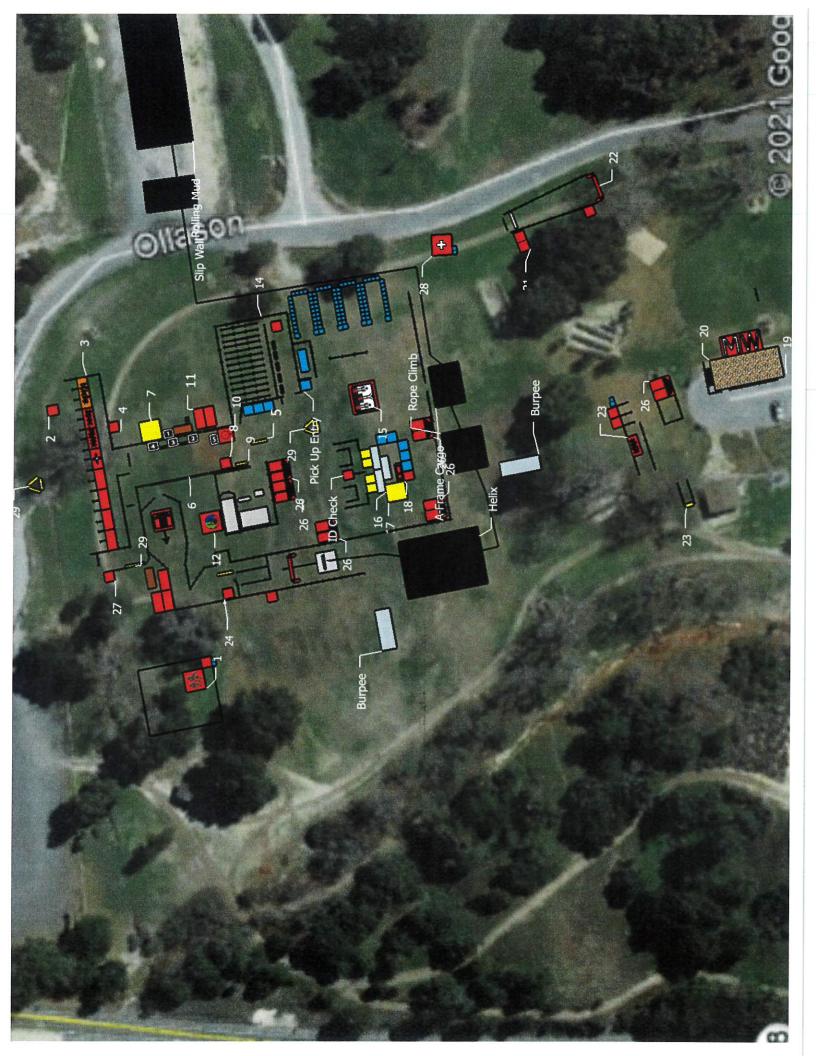


EXHIBIT B-3

COURSE MAPS

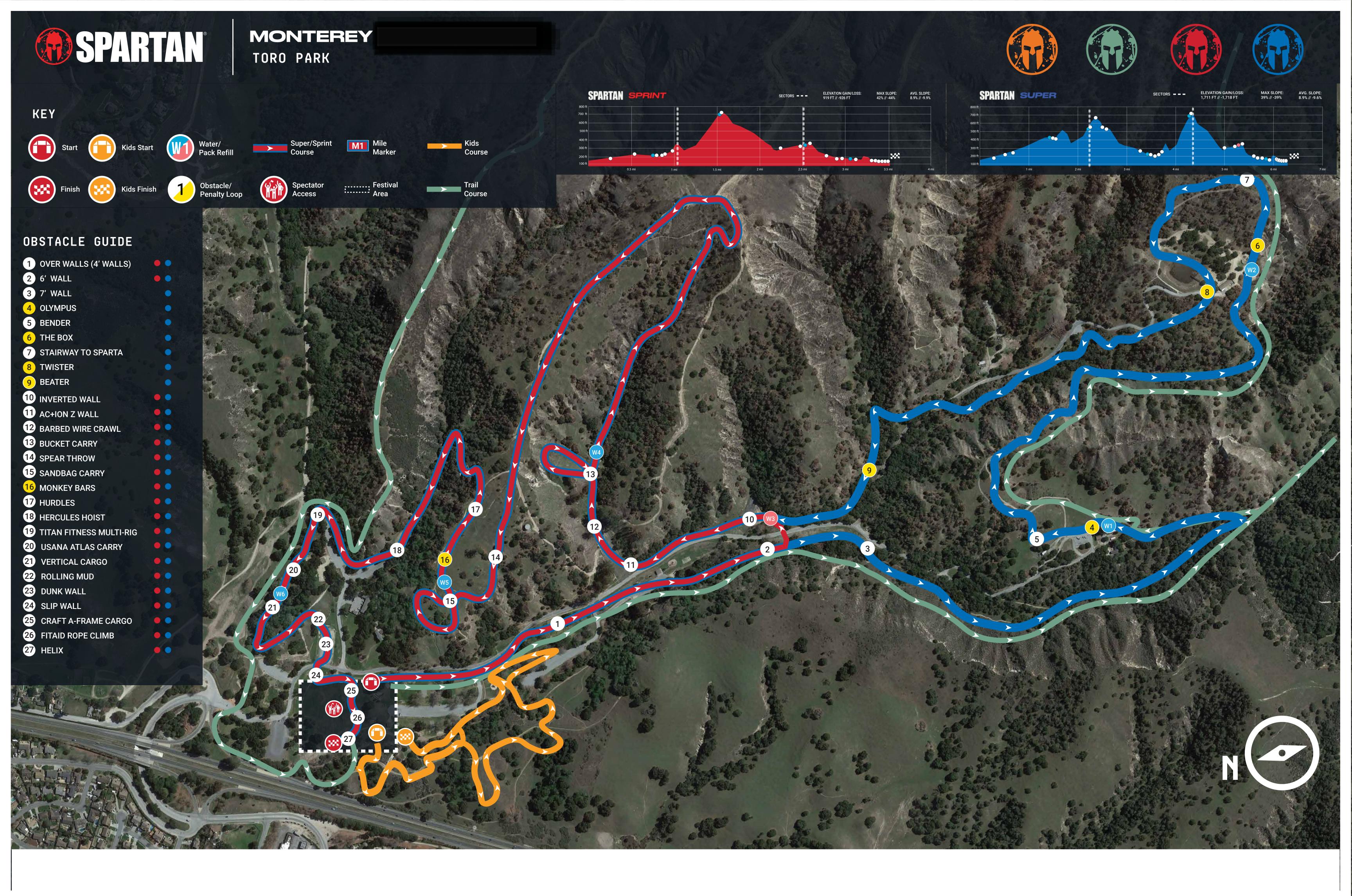


EXHIBIT C

MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, FACILITIES, & PARKS COUNTY PARKS RULES AND REGULATIONS GOVERNING SPECIAL EVENTS

- 1. These Rules and Regulations are in addition to those contained in the Monterey County Code, including but not limited to Monterey County Code Section 14.12.030.
- 2. No concession will be allowed to open until all preliminary requirements set forth in this document have been complied with.
- 3. PERMITTEES are responsible for ensuring that all event vendors comply with the Monterey County Code and all County Parks rules and regulations.
- 4. PERMITTEES and their employees, volunteers, and all vendors, engaged in the operation of concessions where goods to eat or drink are sold shall wear suitable clothing, and said garments are to always be kept clean and neat. All PERMITTEES and vendors selling, dispensing, or distributing food, beverages, and other articles intended for human consumption shall, at all times, maintain pure, clean, adequate, and wholesome stocks which must be kept from all contamination and handled, stored, and served according to the standards as established by the State Department of Public Health and Monterey County Health Department.
- 5. All PERMITTEES and vendors will conduct their business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the COUNTY, unless stated otherwise in the Special Event Use Permit, within said concession plot for such purpose; and will keep the area within and surrounding said concession free from all rubbish and debris. PERMITTEES and vendors shall recycle to the greatest extent possible.
- 6. All buildings, tents, or enclosures erected under the terms of a Special Event Use Permit shall have the prior written approval of the COUNTY and the local fire-suppression authorities. Building permits may be required.
- 7. PERMITTEES are responsible for securing planning, building, and encroachment permits from the Monterey County Public Works, Facilities, & Parks (PWFP). It is recommended that PERMITTEES contact the appropriate agencies a minimum of 90-180 days in advance of an event to allow sufficient time for processing and to avoid penalty fees. Penalty fees may be assessed for anything less than 60 days in advance. Contact information can be obtained from the COUNTY website.
- 8. PERMITTEES will conduct the privileges granted in the Special Event Use Permit according to all the rules and requirements of the State Department of Public Health and local health authorities, and without infringement upon the rights and privileges of others. PERMITTEES will not engage in any other business whatsoever upon or within said premises or park, except that which is herein expressly stipulated and contracted for; and will confine said transactions to the space and privileges provided in the Special Event Use Permit.
- 9. All PERMITTEES and vendors will cause to be posted in a conspicuous manner at the front entrance to its concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Special Event Use Permit.

- 10. PERMITTEES must, at their own expense, keep their concession space and adjacent area properly arranged and clean. Receptacles will be provided at appropriate locations approved by COUNTY to receive the PERMITTEES' trash, and such trash must not be swept into any public space. All sound-producing devices used by a PERMITTEE within or outside its concession space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons, to other PERMITTEEs, to exhibitors, or users of the park; and the decision of the COUNTY as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may require written permission from the COUNTY. Control of the amplification decibel level will be at the discretion of the COUNTY.
- 11. PERMITTEES agree that there will be no games, gambling, or any other activities within the confines of its concession space in which money is used as a prize or premium, and that it will not buy and/or permit "buy backs" for cash of any of its prizes or premiums given away to patrons in connection with the promotion of their concession. No illegal activities shall be conducted, and only ordinary and customary merchandizing methods shall be used. All methods of operation, demonstration, and sale shall be subject to the approval of the COUNTY and the local law enforcement officials.
- 12. PERMITTEES are entirely responsible for the space allotted to them and agree to reimburse the COUNTY for any damage to property, reasonable wear and tear excepted, used in connection with the space allotted to the PERMITTEES. The COUNTY will be the sole judge of reasonable wear and tear and the extent of the damages.
- 13. The COUNTY shall assume no responsibility for loss or damage to the property of the PERMITTEE(S). Small articles easily removed, or particularly fragile articles or displays should be put away for safekeeping by PERMITTEE(s) after the closing hour each night.
- 14. Each and every article of the concession and all boxes, crates, packing material, and debris used in connection with the concession space shall be removed at PERMITTEE's expense. It is understood that in the event of the PERMITTEE's failure to vacate said premises as herein provided, unless permission in writing is first obtained, the COUNTY may and is hereby authorized to remove and store the concession and all other material of any nature whatever, at the PERMITTEE's risk and expense, and the PERMITTEES shall reimburse the COUNTY for all expenses thus incurred.
- 15. No PERMITTEES will be permitted to sell or dispose of alcoholic beverages on park grounds except in its concession space. No sales are to be made unless the PERMITTEES is therefore authorized in writing by the COUNTY and unless it holds a lawful license authorizing such sales on said premises.
- 16. All activities within the park unit shall be at the direction of the Director of Public Works, Facilities, & Parks, or designee.
- 17. Arrangements for advance preparations shall be made with the Director of Public Works, Facilities, & Parks, or designee.
- 18. The Monterey County Code, and rules and regulations of the Monterey County Parks system shall be observed by the PERMITTEES, its employees, volunteers, agents, or contractors.
- 19. The use of buildings or grounds shall be in strict accordance with the Special Event Use Permit as authorized by the Director of Public Works, Facilities, & Park and/or the Monterey County Board of Supervisors. This provision particularly applies to activities which might create hazardous conditions.
- 20. Except during the event period delineated, the public shall have normal access to the facility/area.

- 21. No structures or sets are to be built unless specifically provided for in a Special Event Use Permit, and no shrubbery or trees are to be cut, trimmed, or injured.
- 22. Fires will not be permitted except upon the specific approval of the Director of Public Works, Facilities, & Parks, or designee.
- 23. All safety orders of the Division of Industry Safety, Department of Industrial Relations, must be strictly observed.
- 24. Failure of the COUNTY to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- 25. In the performance of the Special Event Use Permit, PERMITTEE shall adhere to the Monterey County Nondiscrimination Policy #P-160 and shall not discriminate against any employee or applicant for employment as set forth in the Policy.

Approved as to form by County Counsel.

EXHIBIT D

SPECIAL PROVISIONS

1. <u>CAMPING</u>

No Camping shall be allowed at the Park.

2. PARKING AND TRAFFIC CONTROL

- A. Traffic control within the Facility is the responsibility of the PERMITTEE during the Event (August 21-22, 2021).
 - 1. PERMITTEE shall control all Event-related traffic within Toro County Park so as not to interfere with other uses of the Facility.
 - 2. PERMITTEE shall contract with A&D Narigi Consulting, LLC for parking within the Laguna Seca Recreation Area for the Event.
- B. Parking control within the Facility is the responsibility of the PERMITTEE during the Event (August 21-22, 2021). Parking within the Facility shall be allowed for PERMITTEE'S Staff only as determined by PERMITTEE.
- C. All signage necessary to execute the Parking and Traffic Control Plan is the responsibility of the PERMITTEE. No directional or informational signs may be attached to permanent park signs.
- D. All traffic-control devices, e.g., barricades, cones, are the responsibility of the PERMITTEE.
- E. PERMITTEE shall ensure that no unauthorized vehicles will be driven on established lawn area or off-road areas within the Facility.
 - 1. To obtain access by any said vehicle to an off-road area within the Facility, PERMITTEE or his/her representatives shall contact the assigned COUNTY staff for approval. All such vehicles shall have a pre-approved identification plaque.
- F. California Highway Patrol ("CHP") will control traffic on Highway 68 as required for the Event. PERMITTEE shall contract with CHP.

3. <u>CLEANUP AND SANITATION</u>

Any areas considered private or not open to the public shall be maintained by the PERMITTEE. In addition, all costs associated with such areas will be borne by the PERMITTEE.

4. ADVERTISEMENT

- A. Advertisement related to the Event is not allowed on Highway 68.
- B. All banners and signs, and their method and location of display, must be pre-approved by COUNTY.

EXHIBIT E PROHIBITED AREAS

EXHIBIT E

PROHIBITED AREAS

