Monterey Bay Equestrians
November 9, 2018 through November 13, 2018

Monterey County Water Resources Agency
Grazing Lease No. San Antonio Lease 2 (SA 2)
LESSEE: Joseph E. Botts, Jr.

Conditional Waiver and Modification No. 3

A. The Monterey County Water Resources Agency ("Agency" or "Lessor") and Joseph E. Botts, Jr. ("Botts" or "Lessee") are parties to an agreement relating to San Antonio Grazing Lease No. SA 2, executed February 27, 2018 ("Lease").

B. Special Conditions of the Lease - Exhibit G, contemplate that special events may take place on the leased premises.

C. Lessee agrees to accommodate the Monterey Bay Equestrian Members Only Campout November 9-13, 2018 ("MBE Event") during which some activities will take place on a portion of the leased premises. Agency does not object to the Lessee's participation in or sponsoring of the MBE Event, provided doing so does not expose the Agency or the County of Monterey to any cost, risk, or exposure to any liability.

D. Sections 27 and 31 of the Lease provide that provisions of the Lease may be modified or waived, including on a one-time basis, provided the Botts and the Agency agree to such modification or waiver in writing.

Now therefore the parties do agree to modify and waive provisions of the lease on the following terms and conditions:

1. The Agency concurs that the MBE Event on the San Antonio Grazing Lease No. SA 2 is consistent with the special event provisions of the Lease, provided it is conducted consistent with the conditions of this Conditional Waiver and Modification No. 3.

2. Botts executes a hold harmless agreement in the form attached hereto as Exhibit A.

3. Botts will permit the MBE Event on the San Antonio Grazing Lease No. SA 2 provided the MBE Event sponsors do all of the following:

    a. Execute a Release from Liability and Hold Harmless Agreement in the form attached as Exhibit A and made part of this Conditional Waiver and Modification No. 3.
    b. Procure and provide evidence of insurance as specified in the Hold Harmless Agreement, including endorsements naming the County of Monterey and the Agency as additional insured for commercial general liability (including premises

and operations), and business automobile liability (all motor vehicles) (Exhibit A).

c. Require all MBE Event participants to execute a written Waiver and Release Agreement in the form attached as Exhibit B and made part of this Conditional Waiver and Modification No. 3.

LESSOR: MONTEREY COUNTY WATER RESOURCES AGENCY

By: David E. Chardavoyne
David E. Chardavoyne

Title: General Manager

Date: 9 November 2018

APPROVED AS TO FORM & LEGALITY: Office of the County Counsel

By:
Kelly L. Donlon

Title: Deputy County Counsel

Date: 11/9/18

LESSEE: Joseph E. Botts Jr.

By: Joseph E. Botts Jr.
Name: Joseph E. Botts Jr.

Date: 11-7-2018

EXHIBIT A
RELEASE FROM LIABILITY AND HOLD HARMLESS AGREEMENT

This Release from Liability and Hold Harmless Agreement ("Agreement") is made this_____, day of November 2018, by and between Monterey Bay Equestrians, a California _____, hereinafter referred to as "MBE," and Joseph E. Botts Jr. and Kim Botts, hereinafter referred to as "Botts."

I. HOLD HARMLESS: Monterey Bay Equestrians agrees to indemnify, defend, and hold harmless Botts, the County of Monterey ("COUNTY"), the Monterey County Water Resources Agency ("AGENCY"), and Urban Park Concessionaires dba Monterey Lakes Recreation Company ("Cal Parks") and their officers, agents and employees, from any and all claims and losses arising from, accruing or resulting to any person, firm or corporation for damages, injury or death arising out of or connected with MBE performance or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials or supplies on behalf of MBE arising from the November 9-13, 2018 Monterey Bay Equestrians members only campout event ("Event"). Without limiting MBE indemnification, it is agreed that MBE shall maintain in force at all times during the performance of this Agreement a policy or policies of insurance covering all of its operations as set forth below. The terms and conditions herein relating to defense, indemnity and maintenance of insurance shall survive the expiration or termination of this Agreement.

II. INSURANCE & EVIDENCE OF COVERAGE

A. Insurance & Evidence of Coverage

1. Prior to commencement of this Agreement, MBE 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. The endorsements shall name the County of Monterey and the Monterey County Water Resources Agency as additional insured as to commercial general liability (including premises and operations) and business automobile liability (all autos). All policies shall be primary and non-contributory. In addition, MBE, upon request, shall provide a certified copy of the policy or policies.

2. This verification of coverage shall be sent to COUNTY, and AGENCY Contracts & Purchasing Manager, unless otherwise directed. MBE shall <u>not</u> proceed with performance under this Agreement, and COUNTY or AGENCY shall have no liability, until MBE has obtained all insurance required and such insurance documentation has been provided to and approved by COUNTY and AGENCY. This approval of insurance shall neither relieve nor decrease the liability of MBE, failure by MBE to maintain such insurance is a default of this

Agreement, which entitles Botts, at its sole discretion, to terminate this Agreement immediately.

B. Qualifying Insurers: All coverage, 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 and AGENCY.

1. Insurance Coverage Requirements: Without limiting MBE duty to indemnify, MBE shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the minimum limits of liability as listed in this section.

2. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

3. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

4. Workers' Compensation Insurance, if MBE employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

5. Liquor liability insurance, with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage.

6. Commercial General, Liquor Liability and Auto Liability policies shall provide an endorsement naming the County of Monterey, its officers, agents and employees as additional insureds, and shall further provide thirty days' written notice to COUNTY and AGENCY in advance of cancellation or non-renewal of said policies.

7. Commercial General, Liquor Liability and Auto Liability policies shall also be endorsed to provide that such insurance is Primary Insurance and that no insurance or self-insurance of the additional insureds shall be called on to contribute to any loss incurred in connection with MBE's performance of this Agreement.

8. Accident Medical Benefits Insurance to cover spectators, entertainers, employees and volunteers, with limits not less than $25,000 each person.

9. The insurance carried must be with established and reputable companies acceptable to COUNTY and AGENCY. Acceptance or approval of insurance shall in no way modify or change the Indemnity and Hold Harmless clauses in this Agreement, which shall continue in full force and effect.

C. Other Insurance Requirements:

1. All insurance required by this Agreement shall be with a company acceptable to COUNTY and AGENCY and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, 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 years following the date MBE completes its performance of services under this Agreement.

2. Each liability policy shall provide that COUNTY and AGENCY 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 MBE and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

3. Prior to the execution of this Agreement by Botts, MBE shall file certificates of insurance with the COUNTY, showing that MBE has in effect the insurance required by this Agreement. MBE shall file a new or amended certificate of insurance within five 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 Agreement, which shall continue in full force and effect.

JOSEPH BOTTS

_____

By Date

MONTEREY BAY EQUESTRIANS

_____

By Print Name Date

EXHIBIT B

County of Monterey, Monterey County Water Resources Agency, Urban Park Concessionaires, dba Monterey Lakes Recreation Company, and Joe Botts Jr. and Kim Botts

Waiver and Release Agreement

This Waiver and Release Agreement ("Waiver") is hereby executed by the undersigned, or if the undersigned is under the age of 18 years, then the undersigned's parent or legal guardian (together with any heir, successor, representative or assign, collectively as "Attendee") in favor and for the benefit of the County of Monterey ("County"), Monterey County Water Resources Agency ("Agency"), Urban Park Concessionaires, dba Monterey Lakes Recreation Company ("Cal Parks"), and Joseph E. Botts Jr. and Kim Botts ("Botts").

I, Attendee, realize and acknowledge that this is an event, generally described as Monterey Bay Equestrians Member Only Campout (the "Event") from November 9, 2018 – November 13, 2018 at Lake San Antonio, North Shore Los Robles Equestrian Area, and on Water Resources Grazing Lease SA-2, entered into by and between the Agency and Botts on February 27, 2018. 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, Agency, Cal Parks, and Botts and any and all of their 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. By acceptance of the above, I agree to abide by all rules, decisions and directives made by those who are putting on the Event. I have read the above and understand that my signature confirms my full acceptance of the contents of this document and that I intend to be bound by its terms. I hereby certify, warrant, represent, agree and covenant to the County, Agency, Cal Parks, and Botts its officers and employees as follows:

1. Attendee will not participate if under the influence of alcohol or any drug that could impair his/her physical or mental abilities.
2. Attendee shall adhere to all applicable laws, ordinances, and regulations, including the Monterey County Code and all County Park Rules and Regulations.
3. Attendee will, observe all safety rules, and the County or Botts may, in its sole discretion, terminate Attendee's participation in the Event for any reason at any time.
4. Attendee specifically acknowledges that he/she engages in the Event as an Attendee and not as a County or Agency employee, agent, official, officer or representative, and further acknowledges that he/she is not entitled to any compensation, benefit or insurance coverage from the County, Agency, Cal Parks, or Botts, nor will Attendee make any such claim.
5. Attendee understands and agrees that County, Agency, Cal Parks, and Botts, their employees, officers, agents or assigns (collectively referred to as "Released Parties"), will not be held liable or responsible in any way for any injury, death or other damages to Attendee or Attendee's family, heirs, or assigns that may occur as a result of his/her participation in the Event, or as a result of product liability or the negligence, whether passive or active, of any party, including Released Parties, in connection with the Event.

6. By execution of this Waiver, Attendee expressly and unconditionally assumes all risks and dangers known or unknown, foreseen or unforeseen, and relating to or incidental to Attendee's involvement in the Event and any activity associated therewith.
7. Should the County, Agency or anyone acting on their behalf, be required to incur attorney fees and costs to enforce this Waiver, Attendee agrees to indemnify and hold harmless the County, Agency, Cal Parks, and Botts from all such fees and costs.
8. If any provision of this Waiver shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this Waiver shall be construed as if such invalid or unenforceable provision were omitted.
9. This Waiver is legally binding and shall be considered irrevocable. Attendee agrees that the County, Agency, Cal Parks, and Botts may rely upon this Waiver to the fullest extent permissible at law or in equity.
10. I am over the age of eighteen and legally competent to sign this Waiver, or I have acquired the written consent of my parent or guardian.
11. I enter into this Waiver voluntarily, by my own free will, act and deed, without any undue influence from the County, Agency, Cal Parks, or Botts or any other third party.
12. By entering into this Waiver, I am not relying on any oral or written representation or statements made by the releases, other than what is set forth in this Waiver.

I have fully informed myself of the contents of this Waiver.
I hereby certify that all information provided is true, accurate and complete in all respects.

SIGNATURE _____ DATE: _____

PRINT NAME _____

ADDRESS: _____

ATTENDEE'S DATE OF BIRTH: _____

PHONE: _____

IF ATTENDEE IS UNDER 18, THE PARENT (OR GUARDIAN, IF ANY) MUST SIGN.
I am the parent or legal guardian of the above Attendee and he/she has my permission to participate in this Event. I have read and agree to the provisions stated above for myself and the Attendee. Further, I understand and agree that the sponsors and organizers of the Event are not responsible for supervision of minor Attendees and that if I allow the above minor to participate without my supervision, I assume all the risks from such participation.

SIGNATURE _____ DATE: _____

PRINT NAME _____

ADDRESS: _____

PHONE: _____