

SPECIAL EVENT AGREEMENT BETWEEN MONTEREY BAY EQUESTRIANS & COUNTY OF MONTEREY

This Agreement by and between the County of Monterey, a political subdivision of the State of California, hereinafter called "COUNTY", and **Monterey Bay Equestrians** hereinafter called "CONCESSIONAIRE",

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

1.0 GENERAL DESCRIPTION

1.1 CONCESSIONAIRE desires to secure from the COUNTY certain rights and privileges and to conduct the **17th Annual Poker Ride and Campout** ("Event") on the following dates: **April 13, 2018; April 14, 2018; April 15, 2018** to be held at **Lake San Antonio - Los Robles Horse Camp** ("FACILITY"), in Monterey County, California.

1.2 COUNTY hereby grants to the CONCESSIONAIRE the right to occupy the FACILITY for the purposes hereinafter set forth, subject to the terms and conditions of this Agreement:

1.2.1 The FACILITY is provided on an "as is" basis. It is the responsibility of CONCESSIONAIRE to inspect the FACILITY prior to its use, and such use shall confirm that CONCESSIONAIRE has determined that the FACILITY is appropriate and safe for its purposes.

1.2.2 The purposes of use of the FACILITY shall be limited to: Activities directly associated with the Event.

1.2.3 During the term of this Agreement, no more than a total of **one hundred ten (110)** attendees may participate in the Event, including all staff, volunteers and participants, attendance **shall not exceed one hundred ten (110)**.

1.2.4 CONCESSIONAIRE shall be allowed to begin Event set at **1:00 p.m. on April 13, 2018** and will complete all tear down, clean up and remediation of the FACILITY no later than **10:00 a.m. on April 15, 2018**.

1.2.5 CONCESSIONAIRE shall be solely responsible for obtaining and paying for all applicable permits or licenses that may be required for the operation of the food concessions including, if required, obtaining a Temporary Food Facility Permit from Monterey County Health Department prior to Event.

- 1.2.6 CONCESSIONAIRE shall keep the FACILITY in a clean and sanitary condition at all times.
- 1.2.7 CONCESSIONAIRE shall be allowed to setup no more than one tent that is twenty feet by twenty feet (20 feet x 20 feet) in size. If tents or temporary membrane structures exceed (400) four hundred square feet, CONCESSIONAIRE is required to obtain permits from Monterey County Resource Management Agency-Building Services and from CAL FIRE prior to Event. CONCESSIONAIRE is solely responsible for obtaining and paying for all necessary permits.
- 1.2.8 CONCESSIONAIRE shall be responsible to act in accordance to all local, state, and federal laws, and obtain and/or complete all required licenses, inspections or permits prior to Event.

2.0 PAYMENT PROVISIONS

- 2.1 CONCESSIONAIRE agrees to pay to COUNTY for the rights and privileges hereby granted, the amounts and in the manner set forth below:

Twenty Seven Dollars (\$27.00) per night, per vehicle or vehicle/trailer combination;

Three Dollars (\$3.00) per day for each horse;

Two Dollars (\$2.00) per day for each dog;

Seventy Five Dollars (\$75.00) per day for use of kitchen facility.

- 2.1.1 **Deposits:** Refundable Damage and Cleaning deposit of One Thousand Dollars (\$1,000) to guarantee payment of any monies which may be payable to COUNTY under this Agreement; any damage to park property; utility charges, if any; removal by COUNTY of such property as may be left in violation of terms of this Agreement; and cost to COUNTY of restoring Park Property occupied and left in unsatisfactory condition. COUNTY will return this bond, or unused portions of this bond, within ninety (90) days following the Event. A pre-inspection and post inspection of sites will be conducted with Parks staff for each scheduled Event date

- 2.1.2 CONCESSIONAIRE agrees to provide a record based on actual Attendance of all Vehicles, all horses, all dogs, for each day of the Event, and shall provide said report to COUNTY with payment on April 15, 2018 prior vacating the facility.

3.0 SPECIAL EVENT APPLICATION

- 3.1 A Special Use Event Application, attached to this Agreement, has been completed and submitted by the CONCESSIONAIRE to the COUNTY at least two (2) weeks prior to the execution of this Agreement. This aforementioned application includes the reasons why the proposed Event is considered compatible with the use of the COUNTY Parks System, list of fees and charges proposed, methods for collecting special use fees, maximum attendance at Event, methods of limiting attendance, estimated gross receipts, items to be sold at said Event, individual(s) responsible for Event, parking arrangements, fire and police protection, etc. Execution of this Agreement constitutes an approval of the Special Use Event Application, Exhibit A, attached and all statements therein made become a part of the terms and conditions of this Agreement.

4.0 CONCESSIONAIRE'S GENERAL OBLIGATIONS

- 4.1 CONCESSIONAIRE shall be required to obtain all permits and licenses, and obey all laws related to and/or required to engage in the Event, its conduct, and its performance under this Agreement. This may include, but is not limited to, CAL FIRE, California Highway Patrol, Federal Aviation Administration, Monterey County Resource Management Agency, Monterey County Public Health and Sheriff's Departments and Caltrans.
- 4.2 CONCESSIONAIRE will furnish copies of all permits or authorizations from outside agencies, as appropriate, to the COUNTY at least one week prior to the Event.
- 4.3 CONCESSIONAIRE shall be solely responsible for the selection and employment of all staff members.
- 4.4 CONCESSIONAIRE staff are specifically not COUNTY employees.
- 4.5 CONCESSIONAIRE shall complete all required plans and approvals for each Event at least **seven (7) days prior** to the Event as outlined in the Plans section of this Agreement.
- 4.6 CONCESSIONAIRE shall not commit or permit any injury or damage to any part of Facility, or its appurtenances nor any waste thereon. All property utilized by CONCESSIONAIRE during the operations contemplated herein shall be returned to COUNTY in the same condition or repair after each program use, reasonable wear and tear excepted.
- 4.7 Only existing trails on COUNTY property may be used. New trails may not be constructed in any area.
- 4.8 CONCESSIONAIRE shall promptly return COUNTY property to original condition.
- 4.9 CONCESSIONAIRE, its agents, employees, and patrons shall be bound by all existing federal, state, and COUNTY laws, ordinances, regulations and use permits that apply to

the Facility and CONCESSIONAIRE's operations.

- 4.10 CONCESSIONAIRE, 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 Agreement. The payments of any such taxes, assessments or charges shall not constitute cause for modification of fees payable by CONCESSIONAIRE to COUNTY pursuant to this Agreement.
- 4.11 It is mutually agreed that this Agreement and the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of the COUNTY.
- 4.12 CONCESSIONAIRE shall be responsible for all set up and clean up and shall engage to the full extent possible with garbage and recycling activities.
- 4.13 CONCESSIONAIRE shall not have special activities; sound or music; electricity; additional lighting; alcohol; tents larger than Twenty (20) feet x Twenty (20) feet in size.
- 4.14 CONCESSIONAIRE shall be allowed to provide food and non-alcoholic beverages subject to obtaining appropriate permits.
- 4.15 CONCESSIONAIRE will not be hosting any Wine Tasting activity during the Event.
- 4.16 CONCESSIONAIRE is permitted to have Mansmiths BBQ LLC to sell food and non-alcoholic beverages during Event if permits are approved and issued by Monterey County Health Department. CONCESSIONAIRE shall provide Monterey County Parks Department with a copy of the issued Food Health Permit.
- 4.17 CONCESSIONAIRE shall ensure all vendors providing food and non-alcoholic beverages sales at the Event have obtained the appropriate permits through the Monterey County Health Department.
- 4.18 CONCESSIONAIRE shall be responsible for providing security, at the CONCESSIONAIRE's expense, during the dates of the Event.
- 4.19 CONCESSIONAIRE shall work with the CAL FIRE Fire Chief to identify and provide fire control measures and additional firefighting equipment during the duration of the Event.
- 4.20 CONCESSIONAIRE shall not allow entry or access to said FACILITY who is not staff or participants associated with the Event.
- 4.21 CONCESSIONAIRE shall not commit or permit any injury or damage to any part of FACILITY or their appurtenances nor any waste thereon.
- 4.22 CONCESSIONAIRE shall promptly arrange and pay to have repairs made for any damage, reasonable wear and tear excepted, to FACILITY arising out of

CONCESSIONAIRE's operation hereunder within **seven (7) days** following Event.

- 4.23 COUNTY shall invoice CONCESSIONAIRE for any damages not repaired, removal of CONCESSIONAIRE property and any cleanup performed by COUNTY resulting from the CONCESSIONAIRE leaving the FACILITY in an unsatisfactory condition. Payment of invoice will be due within **seven (7) days** of receipt.
- 4.24 CONCESSIONAIRE shall be responsible for contracting and paying for chemical toilets as required by the California Plumbing Code 2016 Table 422.1 for A-S Occupancy (outdoor activities) as confirmed by the Deputy Director of Public Works, Parks & Facilities. Per the Deputy Director of Public Works, Parks & Facilities, assuming a daily maximum attendance not to exceed (100) people. CONCESSIONAIRE will not require any additional units based on attendance of **(100) one hundred** attendees.

5.0 INDEMNIFICATION

- 5.1 CONCESSIONAIRE 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 Agreement, 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 CONCESSIONAIRE's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONCESSIONAIRE's performance" includes CONCESSIONAIRE's action or inaction and the action or inaction of CONCESSIONAIRES's officers, employees, agents and subcontractors.
- 5.2 CONCESSIONAIRE shall obtain a signed waiver of liability from all Event Participants, indemnifying and holding harmless the COUNTY, Monterey County Water Resources Agency, Joe Botts Jr., and Urban Park Concessionaires, DBA Monterey Lakes Recreation Company.

6.0 INSURANCE & EVIDENCE OF COVERAGE

- 6.1 **Evidence of Coverage:** Prior to commencement of this Agreement, CONCESSIONAIRE 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, CONCESSIONAIRE, upon request, shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to COUNTY, unless otherwise directed. CONCESSIONAIRE shall not proceed with performance under this Agreement, and COUNTY, shall have no liability, until CONCESSIONAIRE 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

CONCESSIONAIRE. 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. Failure by CONCESSIONAIRE to maintain such insurance is a default of this Agreement, which entitles COUNTY, at its sole discretion, to terminate this Agreement immediately.

- 6.2 **Qualifying Insurers:** All insurance required by this Agreement 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 coverage's, 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 **Insurance Coverage Requirements:** Without limiting CONCESSIONAIRE's duty to indemnify, CONCESSIONAIRE 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.

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

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 \$500,000 per occurrence.

Worker's Compensation Insurance of CONCESSIONAIRE 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.

Commercial general liability and automobile liability policies required by this Agreement 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 CONCESSIONAIRE'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 the CONCESSIONAIRE's insurance.

6.4 **Other Insurance Requirements:**

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 (3) years

following the date CONCESSIONAIRE completes its performance of services under this Agreement.

Each liability policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONCESSIONAIRE 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.

Prior to the execution of this Agreement by COUNTY, CONCESSIONAIRE shall file certificates of insurance with the COUNTY, showing that CONCESSIONAIRE has in effect the insurance required by this Agreement. CONCESSIONAIRE 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.

7.0 RELATIONSHIP

- 7.1 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. CONCESSIONAIRE shall clearly establish at all times during the terms hereof that COUNTY is merely permitting the use of the subject premises in accordance with the terms hereof and that COUNTY is not co-partner or otherwise liable or obligated for any cost, expenses, or CONCESSIONAIRE's conduct of same. The COUNTY makes no representation or warranty with respect to the suitability of Toro Park (Facility) for CONCESSIONAIRE activities conducted hereunder.

8.0 RULES AND REGULATIONS

- 8.1 All Rules and Regulations set forth in Exhibit B, are hereby made a part of this Agreement, and the CONCESSIONAIRE agrees that it has read this Agreement 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 the CONCESSIONAIRE fails to comply in any respect with the terms of this Agreement and the Rules and Regulations incorporated herein, all payments for this concession space shall be deemed earned and nonrefundable by the COUNTY, and the COUNTY shall have the right to terminate this Agreement and reenter and use the space in any manner deemed in the best interests of the COUNTY.

9.0 MISCELLANEOUS PROVISIONS

- 9.1 Notices to the parties to this Agreement shall be to the parties and their Agreement representatives indicated in the signature section below.
- 9.2 This Agreement is not binding upon the COUNTY until it has been duly accepted and signed by its authorized representative.
- 9.3 The COUNTY and a representative from the CONCESSIONAIRE will conduct a pre-Event and post-Event facility inspection of all facilities, grounds and areas to be used as part of the Event.
- 9.4 If the Event is cancelled, CONCESSIONAIRE is responsible for all refunds that may apply and will hold the COUNTY harmless as to any claims by anyone who has a refund of such pre-payment for admission, participation in the Event or any other payment.
- 9.5 The CONCESSIONAIRE agrees that any authorized representative of COUNTY shall have access to said premises at all times.
- 9.6 CONCESSIONAIRE must furnish his/her own tables, chairs and supplies for the Event.
- 9.7 CONCESSIONAIRE shall abide by COUNTY quiet hours, 10:00 p.m. - 7:00 a.m. Any and all use of amplified sound must be directed away from local residential areas. CONCESSIONAIRE must comply with Monterey County Code Chapter 10.60 - Noise Control.
- 9.8 It is mutually understood and agreed that no alteration or variation of the terms of this Agreement 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.
- 9.9 Notices to the parties to this Agreement shall be to the parties and their Agreement representatives indicated in the signature section below.
- 9.10 No part of this Agreement 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.
- 9.11 In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
- 9.12 NO REPRESENTATION OR WARRANTY OF FITNESS. CONCESSIONAIRE acknowledges that it has been advised by COUNTY that the conditions which CONCESSIONAIRE is authorized to use in accordance with this Agreement has not been

9.11 In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

9.12 NO REPRESENTATION OR WARRANTY OF FITNESS. CONCESSIONAIRE acknowledges that it has been advised by COUNTY that the conditions which CONCESSIONAIRE is authorized to use in accordance with this Agreement has not been represented as being fit for CONCESSIONAIRE's intended use or for any particular use. CONCESSIONAIRE acknowledges that it has been advised to inspect the condition, facilities, and other areas CONCESSIONAIRE is permitted to use hereunder prior to the issuance of this Agreement, and/or prior to CONCESSIONAIRE's actual use from time to time. Based upon CONCESSIONAIRE's personal inspection or upon CONCESSIONAIRE's right to inspect, CONCESSIONAIRE further acknowledges that the conditions, facilities, and other areas are safe and adequate for CONCESSIONAIRE's intended use. CONCESSIONAIRE shall be responsible for all equipment and for adequate safeguards for the protection of CONCESSIONAIRE and others.

9.13 COUNTY and CONCESSIONAIRE shall be relieved of their obligation to the other if unable to perform the terms and conditions of this Agreement 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 WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto the day and year first above written.

CONCESSIONAIRE

By [Signature]

Date 4/9/18

Name Sunday Minnich

Title Poker Rider Chair

Address 20006 Audrey Lane

Salinas, CA 93907

COUNTY OF MONTEREY

By [Signature]

Date _____

Name Carl Holm

Title RMA Director

Address 1441 Schilling Place 2nd Floor

Salinas, CA 93901

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Attachments: Exhibit A Special Use Event Application
Exhibit B Rules and Regulations Governing Special Events
Exhibit C Insurance
Exhibit D Medical Plan



County of Monterey Parks
Facility Use Application

Application Date: 3/27/18

Thank you for selecting a County of Monterey Park as the site for your special event. The information requested in this application will be used to determine your need for a standard reservation or special event agreement to conduct the proposed event. Please answer all questions. If a question is not applicable, please indicate by answering "No" or N/A". Your application will not be processed until all information is completed and received.

1. EVENT SUMMARY

- a. Park Name: Lake San Antonio
b. Park Area(s): Los Robles Horse Camp
c. Set Up Date(s): Friday, April 13, 2018
d. Setup Time(s): 1-5 pm
e. Event Date(s): April 13-15, 2018
f. Event Time(s): 1pm Friday to 10 AM Sunday
g. Cleanup Date(s): Sunday, April 15 10 AM
h. Cleanup Time(s): 10 AM
i. Event: 17th Annual Poker Ride & Campout

2. APPLICANT ORGANIZATION

- a. Applicant: Monterey & Bay Equestrians
b. Applicant Type: ☐ Private/Commercial
☒ Non-Profit (# 77-0272102)
☐ Government Agency
c. Address: 20006 Audrey Ln.
Trinidad, CA 93907
d. Event Contact Name: Sunday Minnich
e. Phone Number: 408-858-9958
f. Email Address: sminnich@redshift.com

3. EVENT DESCRIPTION

- a. Event Description (including programs, activities, entertainment, schedule, etc.):

horse campout + Poker Ride. Obstacle Challenge,
Poker Prizes, wine tasting, Catered meals,
no set schedule except wine tasting 1pm-5pm Sat.
Breakfast 8am, Dinners 7pm, Poker 1pm-5pm Sat.

- b. Special Requests or Accommodations: trail ride at leisure.

ABC license for wine tasting

- c. Total Attendance (including staff, spectators, participants): ~~200~~ 75

Minimum Attendance: 50

Maximum Attendance: 100

Method of limiting attendance to the maximum number of persons permitted by the County of

Monterey: cut off registration but have never sold out

- d. Is the event open to the public? (free or with purchase of ticket/pass) ☒ Yes ☐ No

- e. Applicant will have not less than ~~0~~ ^{N/A} employees and 10 volunteers in the Monterey
County Park facility during the entire duration of the event.

- f. Is the primary purpose of this event to serve as a fundraiser? ☒ Yes ☐ No

If yes, list the beneficiaries: improvements, upgrades + maintenance of
Los Robles Horse Camp, trail improvements Monterey Co.

4. VENDORS AND EQUIPMENT

- a. Event will have amplified Music or Sound? ☐ Yes ☒ No

If yes, describe: _____

List Company/ Service (DJ, Announcers, etc.): _____

- b. Electricity required for event? ☐ Yes ☒ No

If yes, describe: except what's already there

- c. Will additional lighting be required? ☐ Yes ☒ No

If yes, describe: _____

- d. Will Special Activities be used during the event such as inflatables or rock climbing wall, etc.?

☐ Yes ☒ No

If yes, describe (Include any vendors providing equipment): _____

- e. Food and non-alcoholic beverage will be prepared or served at the event?

☒ Yes ☐ No

- f. Will food be offered to the public? ☒ Yes ☐ No *only ticketed registrants*

- g. Food and non-alcoholic beverage will be sold at the event? ☒ Yes ☐ No

If yes, please list all vendors: _____

Monsmiths B&B LLC

- h. Equipment will be used at the event (such as tents, stages, canopies)? ☒ Yes ☐ No

If yes, describe: (indicate size and quantity of equipment) _____

20x20 canopy for Poker setup by Ascot tenting

If equipment is being provided by company please list company name: *Ascot Special Events*

- i. Alcohol will be sold and/or served at the event? ☒ Yes ☐ No

If yes, please list vendors selling and/or serving alcohol: *Wine donated. Tastings poured by volunteers of Monterey Bay Equestrians.*

5. EVENT PLANS AND OPERATIONS

- a. Purpose of the proposed event, the necessity therefore, and the reason why it is compatible with the use of the Monterey County Park System.

All our proceeds go back into Lake San Antonio & Monterey park's equestrian trails

- b. List of applicants proposed fees/ charges:

Admission/ Entrance Ticket: *\$38 per rig*

Vendor Space: N/A

Participation: \$18 breakfast, \$26 dinner, \$5 poker hand, \$5-\$10 raffle.

Other: _____

\$25 obstacle challenge
all optional

c. Estimate of gross receipts: \$3000

d. Estimate net profit: \$1500

e. Submit information on all the organizations involved, whether sponsors, recipients, or promotional firms and their objectives, purposes, and financing:

only monterey bay equestrians

f. List in detail all vendors and items they are selling during the event (event and vendors must have permits as required by Monterey County Health Department and Fire Department):

N/A

g. Parking and Traffic Plans and Personnel, as required for traffic control (provided by applicant and at applicant's expense):

N/A

h. Additional Sanitary facilities as required by the California Plumbing Code 2016 Table 422.1 for A-5 Occupancy (outdoor activities). (provided by applicant and at applicant's expense)

Vendor(s) providing Services: N/A Facility's provided. We are using

Please attach a Map of placement location(s) of additional facilities

Date of placement: _____

Date of removal: _____

Date(s) of service: _____

Portable Toilet Units: _____

ADA Accessible Portable Toilet Units: _____

Handwashing Stations: _____

Drinking Fountains: _____

Other: _____

- i. Method of garbage collection and disposal to be used:

using dumpsters already there

- j. Proposed first-aid service to be supplied by applicant, including ambulance services, doctors, nurses, first responders, and medically trained personnel: onsite vet, nurses

- k. Additional police protection or security, including security for events with alcohol. (provided by applicant and at applicant's expense):

N/A

- l. Proposed fire control measure and additional firefighting equipment to be furnished by applicant as required by the Director of the Resource Management Agency, his designee, or the local Fire Marshal: N/A

- m. Does the event require vehicle access other than on roads/parking lots? (e.g. moving vehicles through grassy or unpaved areas to set up equipment.) ☐ Yes ☒ No

If yes, describe: _____

6. ADDITIONAL TERMS

- a. Applicant may be required to post security or a bond with the County, depending on circumstances of the special event and probabilities of damage.

- b. Applicant will be required to provide insurance covering their special event.

We have insurance to cover the event & we have everyone sign a release of liability waiver

- c. The Director of the Resource Management Agency, or his designee, may terminate any special event activity when he deems it necessary for the protections of resources, or for violation of any rules and regulations of the Monterey County Parks System.
- d. Additional details will be addressed if an agreement between parties with additional detailed plans is required. Applicant does not have a binding agreement with County until the application has been duly accepted and any required Special Event Agreement has been signed by both County and Applicant.
- e. Contacts in regard to the permit generally may be made through the Monterey County Parks Department Special Events Manager or designee by calling (831)755-4895 or emailing Parks@co.monterey.ca.us

7. INDEMNIFICATION

STATEMENT OF INDEMNIFICATION AND HOLD HARMLESS

Applicant agrees to indemnify, defend and hold harmless the County of Monterey (County), its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the County may incur, sustain or be subjected to on account of Applicant's use of the above listed County premises, including loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the property, employees, subcontractors, agents and invitees of the Applicant) to the extent permitted by law.

8. SUBMITTAL INSTRUCTIONS

When you submit this application, it is considered a request for a facility permit only; submission does not mean that the event has been approved. In order for an event to be approved, all required permits must be obtained and fees paid.

This application will be distributed to County departments, and possibly other entities such as the local fire district, that may be involved in permitting and/or supporting the event described in this application. The application will be reviewed by these departments in order to determine required conditions, the scope and estimated cost of County support services, and the permits that will be required. Failure to submit a complete application could result in delay of processing the application.

Please sign and date the application by hand in blue or black ink. Submit the application and all required attachments to:

Monterey County Parks
Attention: Kayla Johnson
1441 Schilling Place- South 2nd Floor
Salinas, CA 93901

Any misrepresentation in this application or deviation from the final permit conditions may result in immediate revocation of the event permit and the canceling of the event.

I agree to the terms and conditions as set forth in this Facility Use Application and the County Parks Rules and Policies incorporated by reference herein.

REQUESTED BY:

Signature

Name

Title

Date

Address

City, State, Zip

Phone Number

Email

[Signature]
Sunday Mannich for Monterey Bay Equestrians

Poker Ride Chair

3/27/18

20006 Gudney Ln.

Kunedale, CA 93907

408-858-9958

smannich@redshift.com

FOR COUNTY USE ONLY – County is not required to state a reason if it denies an application.

Required Permit: ☐ Standard Reservation ☐ Special Event Agreement ☐ Application Denied

Comments: _____ Date: _____

**MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY - 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. Concessionaires are responsible for ensuring that all event vendors comply with the Monterey County Code and all Parks rules and regulations.
4. Concessionaires and their employees, 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 concessionaires 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 the Monterey County Health Department.
5. All concessionaires 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 within said concession plot for such purpose; and will keep the area within and surrounding said concession free from all rubbish and debris. Concessionaires and vendors shall recycle to the largest extent possible.
6. All buildings, tents, or enclosures erected under the terms of a Concession Agreement shall have the prior written approval of the County and the local fire suppression authorities. Building permits may be required.
7. Concessionaires are responsible for securing planning, building and encroachment permits from the Monterey County Resource Management Agency (RMA). It is recommended that concessionaires contact RMA a minimum of 90-180 days in advance of an event to allow plenty of time for the process and to avoid penalty fees. Penalty fees may be assessed for anything less than 60 days in advance. Contact information will be provided by the County.
8. Concessionaires will conduct the privileges granted in the Concession Agreement 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. Concessionaires 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 Concession Agreement.
9. All concessionaires 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 Concession Agreement.

10. Concessionaires must, at their own expense, keep their concession space and adjacent area properly arranged and clean. Receptacles will be provided at appropriate locations to receive the concessionaires' trash, and such trash must not be swept into any public space. All sound-producing devices used by a concessionaire 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 concessionaires, 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. Concessionaires 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. Concessionaires are entirely responsible for the space allotted to them and agree to reimburse the County for any damage to property used in connection with the space allotted to the concessionaires. The County will be the sole judge of the extent of the damages.
13. The County shall assume no responsibility for loss or damage to the property of the concessionaires. Small articles easily removed or particularly fragile articles or displays should be put away for safekeeping by concessionaires 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 concessionaire's expense. It is understood that in the event of the concessionaire'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 concessionaire's risk and expense, and the concessionaire shall reimburse the County for expenses thus incurred.
15. No concessionaire 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 concessionaire 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 Resource Management Agency or designee.
17. Arrangements for advance preparations shall be made with the Director of Resource Management Agency or designee.
18. The Monterey County Code, and rules and regulations of the Monterey County Park System shall be observed by the concessionaire, its employees, agents or contractors.
19. The use of buildings or grounds shall be in strict accordance with the Concession Agreement as authorized by the Director of Resource Management Agency and/or the Board of Supervisors of the County of Monterey. This provision particularly applies to activities which might create hazardous conditions.

20. Except during the event, the public shall have normal access to the area.
21. No structures or sets are to be built unless specifically provided for in a Concession Agreement, 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 Resource Management Agency, 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 Concession Agreement, concessionaires will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin or sex.

Approved as to form by County Counsel.

Client#: 12332

MONTEBAY

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Haas & Wilkerson Insurance Specialty Program Insurers 4300 Shawnee Mission Parkway Fairway, KS 66205	CONTACT NAME: PHONE (A/C, No, Ext): 913 432-4400 FAX (A/C, No): E-MAIL ADDRESS:														
INSURED Monterey Bay Equestrians 513 W Carmel Valley Road Carmel Valley, CA 93924	<table border="1"> <tr> <th data-bbox="773 464 1352 491">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1352 464 1471 491">NAIC #</th> </tr> <tr> <td data-bbox="773 491 1352 520">INSURER A: ACE American Insurance Company</td> <td data-bbox="1352 491 1471 520">22667</td> </tr> <tr> <td data-bbox="773 520 1352 550">INSURER B:</td> <td data-bbox="1352 520 1471 550"></td> </tr> <tr> <td data-bbox="773 550 1352 579">INSURER C:</td> <td data-bbox="1352 550 1471 579"></td> </tr> <tr> <td data-bbox="773 579 1352 609">INSURER D:</td> <td data-bbox="1352 579 1471 609"></td> </tr> <tr> <td data-bbox="773 609 1352 638">INSURER E:</td> <td data-bbox="1352 609 1471 638"></td> </tr> <tr> <td data-bbox="773 638 1352 667">INSURER F:</td> <td data-bbox="1352 638 1471 667"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ACE American Insurance Company	22667														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	G46683419	03/14/2018	03/14/2019	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$2,000,000
	AUTOMOBILE LIABILITY					PRODUCTS - COMP/OP AGG \$2,000,000
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	<input type="checkbox"/> Y/N	N/A			E.L. EACH ACCIDENT \$
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Effective 04/13/2018 - Certificate Holders are Additional Insureds

Monterey Bay Equestrians Poker Ride; Lake San Antonio, CA

Dates: 04/13/2018-04/15/2018

CERTIFICATE HOLDERS/ADDITIONAL INSURED:

(See Attached Descriptions)

CERTIFICATE HOLDER

See Attached: Lake San Antonio,
CA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William R. Schmitt III

© 1988-2010 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

Monterey County Water Resources Agency
c/o Brent Buche
1441 Schilling Place
Salinas, CA 93901

County of Monterey, its officers, agents, and employees
168 W Alisal St.
Salinas, CA 93901

Urban Park Concessionaires DBA Monterey Lakes Recreation Company
10625 Nacimiento Lake Dr.
Bradley, CA 93426

Joseph and Kimberly Botts
50180 Adobe Pl.
Lockwood, CA 93932

COUNTY OF MONTEREY SPECIAL EVENT MEDICAL PLAN

Small Event

This Special Event Medical Plan form may only be used for events with fewer than 750 participants, is a relatively low risk activity such as a cross country run on established trails, has few spectators, and will not make use of an ambulance stand-by. EMS Agency staff will make the final determination as to whether this form or the more complete Special Events Medical Plan form is to be used.

Event Identification and contacts

Monterey Bay Equestrians Poker Ride + Campout
Name of Event

Type of Event: fundraiser

Description of Event: horse camping fundraiser with activities such as poker, obstacle challenge, trail riding.

	Day 1	Day 2	Day 3	Day 4
Event Date(s)	4/13	4/14	4/15	
Start Time	1pm	→		
End Time	→	10 AM	10 AM	
Number of Participants	75	75	75	
Number of Spectators	0	0	0	
Number of Staff	0	0	0	
Number of Vendor Staff	1	1	1	
Total Attendance	75	75	75	

Event Coordinator/Sponsor: Monterey Bay Equestrians Phone Number: 408-858-9958

Event Contact Person: Sunday Minnich Phone Number: Same

E-mail: sminnich@redshift.com Alternate Phone Number: N/A

Address: 20006 Audrey Ln. Prunedale, CA 93907

Event Medical/First Aid Contact: Patti Garcia Phone Number: 831-663-5377

E-mail: pattihgarcia@gmail.com Alternate Phone Number: 831-262-5068 cell

Address: 16499 Castroville Blvd. Prunedale, CA 93907

Event On-site Medical Contact: Same Phone Number: _____

Alternate method of contact: _____

Name of person completing the plan: Sunday Minnich Title: Poker Ride Chair

Special Event Medical Plan
County of Monterey

Event history

List the types and frequency of reported medical/first aid incidents reported at this event in prior years:

None

List other types of medical/first aid incidents that have occurred at other similar events (if known):

None that we know of

Anticipated injuries/illnesses that may occur for the participants: None

Anticipated injuries/illnesses that may occur for the spectators/vendors: None

Weather considerations

Describe likely, if any, impact the weather may have on the health of the participants and spectators:

None

Staffing and medical equipment/supplies

Fixed location first aid/medical station location/staffing/supplies

Location #1: Los Robles Horse Camp Kitchen area Registration

Staffing: Volunteer

Equipment/supplies: first aid kit

Location #2: _____

Staffing: _____

Equipment/supplies: _____

Describe medical/first aid services not described above such as mobile first aid teams: None

Describe process to validate credentials for medical/first aid providers: retired nurse

Describe how medical/first aid personnel will be identified: at registration - introduced

Describe the medical communications system: None - cell phone with registration

Sanctioning body requirements

Describe requirements of the sanctioning body: ?

Special Event Medical Plan
County of Monterey

Medical response plan

Plan to identify the need for a medical response and process to get medical care for the patient: assess situation and if needed call 911

Describe special considerations related to the event: _____

EMS system impact

Expected impact on 911 system: None

Potential impact on 911 system: None or very minimal

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

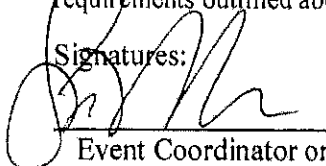
Physician involvement with EMS personnel: All physicians involved with this event are to be familiar with Monterey County EMS policy Physician On Scene.

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.

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 with the requirements outlined above.

Signatures:

 Date 4/3/18
Event Coordinator or representative

Date _____
Medical/First Aid Coordinator

Name of representative if different from the Event Coordinator

Special Event Medical Plan

County of Monterey

Event: Poker Ride & Campout Date(s): 4/13-15/18

Location: Los Robles Horse Camp

Approvals

Date Plan received by EMS Agency: _____ Plan returned for revisions: Yes _____ No _____

Plan approved: Yes _____ No _____

EMS Agency: _____ Date: _____
Name: _____ Title: _____

Date Plan returned to Parks Dept: _____

Other approval:

Agency Name Approved: _____ Yes
_____ No

Signature: _____ Date: _____

Agency Name Approved: _____ Yes
_____ No

Signature: _____ Date: _____

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 ("WRA"), Urban Park Concessionaires, dba Monterey Lakes Recreation Company ("Cal Parks"), and Joe Botts Jr. and Kim Botts ("Botts").

I, Attendee, realize and acknowledge that this is an event, generally described as Monterey Bay Equestrians Poker Ride and Campout (the "Event") April 13, 2018 - April 16, 2018 at Lake San Antonio, North Shore Los Robles Equestrian Area, and on Water Resources Grazing Lease SA-2 entered into between Monterey County Water Resources Agency, and Joe Botts Jr. 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, WRA, 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, WRA, 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 WRA 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, WRA, Cal Parks, or Botts, nor will Attendee make any such claim.
5. Attendee understands and agrees that County, WRA, 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, WRA 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, WRA, 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, WRA, 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, WRA, 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 _____