SPECIAL EVENT AGREEMENT BETWEEN COUNTY OF MONTEREY and

SPARTAN RACE, INC.

This Special Event Agreement ("Agreement") by and between the County of Monterey, a political subdivision of the State of California, hereinafter called "COUNTY", and Spartan Race, Inc. 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 Spartan Super and Sprint Race event ("Event") on the following dates:

Saturday, June 1, 2019	Sunday, June 2, 2019
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to be held at Toro Park (collectively the "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.
- 1.3 During the term of this Agreement, no more than a total of nine thousand (9,000) attendees per day may participate in the program, including all staff, volunteers and participants. CONCESSIONAIRE will have fifty (50) employees and five hundred (500) volunteers.
 - 1.3.1 CONCESSIONAIRE shall be allowed to begin Event set up and complete all tear down, clean up and remediation of the property no later than the times set forth below:

Event Information	Dates/Times
Set Up Date	May 22-31, 2019
Set Up Time	7:00 am - 7:00 pm each day
Event Date	June 1-2, 2019

Event Time	5:00 am – 10:00 pm each day	
Clean Up Date	June 3 – 5, 2019	
Clean Up Time	7:00 am – 7:00 pm each day	

- 1.3.2 CONCESSIONAIRE agrees that the Park will be open to the public all days except the Event day's (Saturday, June 1, 2019 and Sunday June 2, 2019). CONCESSIONAIRE shall build the race course and obstacles in a manner that does not interfere with public use of the Park on a commercially reasonable basis and obstacles shall be secured from public use. COUNTY shall not reserve group areas during this time. CONCESSIONAIRE shall have the right to exclude the public from use of park areas where construction of the race course and/or obstacles is taking place.
- 1.3.3 CONCESSIONAIRE shall be not use or otherwise access areas outlined in Exhibit E

 Prohibited Areas attached to and made part of this Agreement.

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 Concession Agreement as set forth below.
- 2.2 CONCESSIONAIRE (or its designated third-party beverage provider) shall:
 - 2.2.1 Prevent over-consumption, underage drinking, and other alcohol-related issues.
 - 2.2.2 Check the identification of all guests and make certain those without acceptable ID or are 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 CONCESSIONAIRE is responsible for the actions of Event guests and for enforcing the above. A point of contact for the CONCESSIONAIRE, or its designated third-party beverage provider, must physically be present during the period(s) in which alcoholic beverages are present.
- 2.4 CONCESSIONAIRE shall be responsible for payment to cover any damages that occur to the FACILITY and additional clean-up directly related to, or directly arising from, the service of alcohol.

3.0 PAYMENT PROVISIONS

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

Γ	Section	Site Rental Fee	Description	Total Fees
	3.1.1	Site Fee		
		Toro Park site fee of seventy-five		
		(\$75,000.00) for this Event shall		
		Non-refundable Deposit	Due not later than three (3)	\$25,000.00
		The second secon	days after County approval	4,
			of this Agreement.	
			This deposit will be applied	
			to the full payment due	
			County for the Event.	
		Balance Due	\$50,000.00 is due not later	\$50,000.00
			than May 21, 2019.	
-	2.1.2		1 (1 (2 (2)(2))	
1	3.1.2	Park Rangers On-site for Even		#2 (04 00
-	3.1.3	10 hours/day x 2 rangers x \$92.12 Non-Refundable Application F		\$3,684.80
-	3.1.4	Reservation Fee	ee	\$300.00
-	3.1.4	Deposits - Refundable		\$10.00
1	ر.۱.ی	CONCESSIONAIRE shall deli	\$50,000.00	
		check payable to County of Mor		
1		payment of:		
1				
		3.1.5.1 Any money which may be agreement.		
		3.1.5.2 Any damage to park proper and/or participants and spe		
		3.1.5.3 Utility charges, if any.		
		3.1.5.4 COUNTY assistance		
		CONCESSIONAIRE's use		
		identified in this Agreemen		
			nd take-down of obstacles and	
		structures, equipment, re supervision; calculated on a	epair work, monitoring, and	
		3.1.5.5 Removal by COUNTY of		
		personal property as may be		
		of terms of this agreement.		
		3.1.5.6 Cost to COUNTY of restori		
		CONCESSIONAIRE in contravention to the restorat		
		3.1.5.7 COUNTY will return this se		
		security, within one hundred	twenty (120) days following the	
			er the provisions of this section,	
			d by COUNTY pursuant thereto,	
		nor any damages recovered constructed to excuse	by COUNTY thereunder shall be faithful performance by	
		CONCESSIONAIRE or	faithful performance by limit the liability of	
			this Agreement or for damages,	
			he bond/security or otherwise.	

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3.2 Additional Services

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

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

3.3 Special Event Application

A Special Use Event Application, attached as Exhibit A and made part of 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 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 Agreement constitutes an approval of the Special Use Event Application and all statements therein made become a part of the terms and conditions of this Agreement.

4.0 GENERAL OBLIGATIONS

A. CONCESSIONAIRE

- 4.1 CONCESSIONAIRE shall coordinate all setup activities with Monterey County Parks Administrative Operations Manager.
- 4.2 CONCESSIONAIRE shall arrange for all participants and spectators to park at Laguna Seca Raceway. CONCESSIONAIRE staff shall park in FACILITY parking lots adjacent to festival area.
- 4.3 CONCESSIONAIRE shall provide staff to monitor parking on the adjacent roads outside the FACILITY to ensure no driveways or private property is blocked. Vehicles will be subject to ticketing and towing.
- 4.4 CONCESSIONAIRE shall provide written notice of the Event to residents who may be impacted by the Event at least two (2) weeks prior to Event and again one (1) week prior to the Event.

- 4.5 CONCESSIONAIRE shall be required to obtain all permits and licenses required under this Agreement. This may include, but is not limited to, the Monterey County Regional Fire District, California Highway Patrol, Federal Aviation Administration, Monterey County Public Health, Monterey County Sheriff's Office, and CalTrans. CONCESSIONAIRE shall provide copies of all agreements if requested by COUNTY.
- 4.6 CONCESSIONAIRE, its agents, employees, and patrons shall be responsible to act in accordance and obey all federal, state, and local laws related to and/or required to engage in the Event, its conduct, and its performance under this Agreement.
- 4.7 CONCESSIONAIRE 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.
- 4.8 CONCESSIONAIRE shall use reasonable best efforts to keep the premises in a clean and sanitary condition while using the FACILITY.
- 4.9 CONCESSIONAIRE will furnish copies of all permits or authorizations from outside agencies, as appropriate, to the COUNTY at least two (2) weeks prior to the event.
- **4.10** CONCESSIONAIRE shall be solely responsible for the selection and employment of any and all staff members.
- **4.11** CONCESSIONAIRE staff are specifically not COUNTY employees.
- **4.12** CONCESSIONAIRE shall complete all required plans and approvals for each event at least sixty (60) days prior to the event as outlined in **Exhibit B Plans** attached to and made part of this Agreement.
- 4.13 , 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 in the course of the operations contemplated hereby shall be returned to COUNTY in the same condition or repair after each program use, reasonable wear and tear excepted.
- 4.14 Only existing trails may be used. New trails may not be constructed in any area.
- **4.15** CONCESSIONAIRE shall use reasonable best efforts to return COUNTY property to original condition.
- 4.16 CONCESSIONAIRE shall promptly arrange and pay to have repairs made for any damage to or other facilities arising out of CONCESSIONAIRE's operation hereunder. CONCESSIONAIRE will 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.

4.17 A representative for CONCESSIONAIRE and COUNTY shall conduct mandatory pre-Event and post-Event walk-throughs of the FACILITY as follows:

Pre-Event Walk-through	March 27, 2019, and Week before Event
Post-Event Walk-through	No later than June 6, 2019

- 4.17.1 Walk-throughs shall be documented with notes and photographs and agreed upon by both parties.
- 4.17.2 During the post-Event walkthrough, the Parties will mutually agree on any restoration, including fixing fields.
- 4.17.3 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 walkthrough.
- 4.17.4 CONCESSIONAIRE shall return areas used by CONCESSIONAIRE to pre-Event condition, and in compliance with the Restoration Letter to the satisfaction of COUNTY as established during Pre-Event walk through with COUNTY and CONCESSIONAIRE'S representatives.
- 4.18 CONCESSIONAIRE shall promptly arrange and pay to have repairs made for any damage, arising out of CONCESSIONAIRE'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 walkthrough.
- 4.19 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.
- 4.20 CONCESSIONAIRE shall be responsible for all set up and clean up and shall engage to the full extent possible with recycling activities.
- 4.21 CONCESSIONAIRE shall provide trash dumpsters and recycle containers for the Event.
 - 4.21.1 CONCESSIONAIRE shall provide five forty (40) yard dumpsters which will be placed through the festival area during the event.

- 4.21.2 CONCESSIONAIRE shall be responsible for the collection of trash and recyclable materials created by the CONCESSIONAIRE, its participants, employees, volunteers and spectators during the Event.
- 4.21.3 CONCESSIONAIRE shall remove trash and recycling created by the CONCESSIONAIRE, its participants, employees, volunteers and spectators from the facility following the Event.
- 4.22 CONCESSIONAIRE 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 Deputy Director of Public Works, Parks & Facilities. CONCESSIONAIRE shall provide the following units through United Site Services:

Description	Quantity	Comments	
Portable Water Closet (toilet) units	90	Must be useable by all genders	
ADA Accessible Water Closet 10		Must be useable by all genders	
Handwashing Station	47	20 for male and 27 for female	
Drinking Fountains	20	Or the equivalent bottled water	
Delivery Date: May 28, 2019			
Removal Date: June 4, 2019			
CONCESSIONAIRE shall have all portable units serviced on May 31, 2019; June			
1, 2019 and June 2, 2019.			

All costs, including but not limited to, maintaining, servicing, and restocking of toilet paper, hand towels, etc. associated with the chemical toilets and sinks shall be borne by the CONCESSIONAIRE.

- 4.23 CONCESSIONAIRE shall be responsible for providing additional police protection or security, at the CONCESSIONAIRE's expense, during the dates of the event.
- 4.24 CONCESSIONAIRE shall be responsible for all security needs.
 - 4.24.1 CONCESSIONAIRE staff security will be on-site for overnight security during Event set-up and Event teardown.
 - 4.24.2 CONCESSIONAIRE shall contract with one of the County's recommended agency(s) or the Monterey County Sheriff's Department for all security presence while alcohol is being served or sold during the Event.

- 4.25 CONCESSIONAIRE shall be responsible for providing parking and traffic plans and personnel as required for all parking and traffic control.
- 4.26 CONCESSIONAIRE shall not allow entry or access to said Facility who is not vendors, news media, staff, volunteer, participant or a spectator associated with the Event.
- 4.27 CONCESSIONAIRE shall have the right to sample merchandise during the Event, including BodyArmour, FitAid and Kasha Bars and shall ensure all vendors comply with Monterey County Health Department requirements and obtain the necessary permits.
- 4.28 CONCESSIONAIRE shall have the following activities:

Climbing/Rock Wall	Pop up tents as described below
Amplified Music or sound	Selling/Serving Alcohol
Additional Lighting – 3 6000 w light	Food will be offered to public
towers	4
Electricity – will be using	Prepare, serve and sell food or non-
approximately 12 generators ranging	alcoholic beverages
from 1000w to 6000w	
Stage set up	Vendor booths –
If the stage will be higher than thirty	CONCESSIONAIRE will charge a
(30) inches above the ground; an	fee for all vendor booths except one -
additional permit is required.	list to be submitted closer to date.
CONCESSIONAIRE will charge	CONCESSIONAIRE will charge a
admission to spectators	participant fee

- **4.29** CONCESSIONAIRE shall be allowed to sell merchandise on-site and must comply with the following:
 - 4.29.1 CONCESSIONAIRES are responsible for ensuring that all event vendors comply with the Monterey County Code and all Parks rules and regulations.
 - 4.29.2 CONCESSIONAIRES 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 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.
 - 4.29.3 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.

- 4.29.4 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 Special Event Agreement.
- 4.30 CONCESSIONAIRE shall use the following equipment for set-up, Event days and tear-down of the FACILITY:

6-10 pickup trucks	15+ UTV's
2 skid steers	2 telehandlers
Stake body truck	Deck-over trailer
1 excavator (limited use, dig obstacles	
only - typically operated by venue	

- 4.31 CONCESSIONAIRE shall not have Fundraising activities during the Event.
- 4.32 CONCESSIONAIRE shall be responsible for submitting electronic copy of signage a minimum of (7) seven days before EVENT for COUNTY approval.
- 4.33 CONCESSIONAIRE shall have amplified music or sound <u>only during the</u> 7:00am-10:00pm timeframe.
 - 4.33.1 CONCESSIONAIRE shall be using ten (10) PA speakers, a mixing board and microphone.
 - 4.33.2 CONCESSIONAIRE shall position all speakers to face the opposite direction of the residential homes. All amplified music or sound must meet the County's Park sound level limits of County Ordinance No. 2753. Noise levels shall not exceed 50 dBa at 50 feet utilizing an "A" weighted network including group area PA systems, live music bands, as well as individual automobile stereo systems.
- 4.34 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.
- 4.36 CONCESSIONAIRE shall be responsible for all equipment used at the Event and shall be allowed to setup no more than the number of tents identified below.

Pop up tents – all owned except 40x60 which will be provided by LP Tent Inc.		
10x10 - 15 $20x40 - 1$		
10x20 - 20 $40x60 - 1$ or		

20x20 - 12 40x80 - 1 TBD

- 4.36.1 In the event of rain, CONCESSIONAIRE shall be allowed to erect additional 10'x10' tents or temporary membrane structures to cover the area being used for the Event.
- 4.36.2 If the tents or temporary membrane structures exceed four hundred (400) square feet and canopies more than four hundred (400) square feet, CONCESSIONAIRE shall obtain any required permits from Monterey County, Resource Management Agency Building Services and from Monterey County Regional Fire Department prior to Event. CONCESSIONAIRE is solely responsible for obtaining and paying for all permits.
- 4.37 CONCESSIONAIRE shall be present at the Facility for any delivery and pickup of the equipment. CONCESSIONAIRE shall maintain supervision of all equipment during the set-up of the Event and during the Event.
- 4.38 CONCESSIONAIRE shall provide Marshal and post Signage at each crossing during EVENT. CONCESSIONAIRE shall be responsible for removing posted signage no later than 6:00pm on the day of each event.
- 4.39 CONCESSIONAIRE shall return all on-site picnic tables, if moved for your event, to their original locations after the event.
- 4.40 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 the Event.
- 4.41 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.
- 4.42 CONCESSIONAIRE shall have the right to film, photograph and broadcast the Event at the Facility. CONCESSIONAIRE shall have the right to use such photographs in advertising and publication of the Event. CONCESSIONAIRE shall not use a drone to obtain film, photographs or broadcast of the Event.
- 4.43 CONCESSIONAIRE and COUNTY acknowledges that CONCESSIONAIRE shall award monetary prize(s) to winners and runner-ups for the Event.

B. COUNTY

4.43COUNTY shall post Event information on the Monterey County Parks website. Spartan hereby grants a limited, non-transferable, non-sublicensable license to use Spartan Marks for promotion of the Event.

4.44 COUNTY will invoice CONCESSIONAIRE for any damages not repaired, , removal of CONCESSIONAIRE property and any cleanup performed by COUNTY as a result of CONCESSIONAIRE leaving Facility in an unsatisfactory condition. Payment of invoice will be due within thirty (30) days of date of invoice.

5. 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 (or its employees. agents contractors). "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 which includes language similar to the following paragraph from all Event participants, indemnifying and holding harmless the COUNTY, its 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 & 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 <u>not</u> 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 CONESSIONAIRE 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 <u>Insurance Coverage Requirements:</u> 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.
 - 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 \$25,000,00 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;
 - 6.3.4 **Liquor Liability Insurance**, (held by Concessionaire's-third party beverage vendor where applicable), with limits not less than \$2,000,000 each occurrence.

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.

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 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 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

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 Event 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 Facility for CONCESSIONAIRE activities conducted hereunder.

8.0 RULES AND REGULATIONS

8.1 All Rules and Regulations set forth in **Exhibit C**, are hereby made a part of this Agreement, and the CONCESSIONAIRE agrees that it has read this Agreement and said 13 of 37

Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing by the parties hereto.

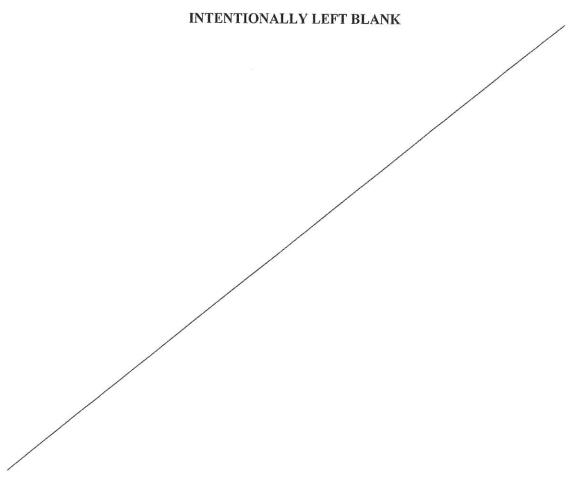
8.2 In the event the CONCESSIONAIRE fails to comply in any respect with the terms of this Agreement and the Rules and Regulations incorporated herein, all payments for this concession space shall be deemed earned and nonrefundable by the COUNTY, and the COUNTY shall have the right to terminate this Agreement 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 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.
- 9.4 The CONCESSIONAIRE agrees that any authorized representative of COUNTY shall have access to said premises at all times.
- 9.5 CONCESSIONAIRE must furnish his/her own tables and chairs for the event. Only onsite picnic tables will be furnished by the COUNTY. All picnic tables, if moved for your event, must be returned to original locations after the event.
- 9.6 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.
- 9.7 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.
- 9.8 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.
- 9.9 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.

9.10 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 the event a force majeure event takes place, CONCESSIONAIRE shall a refund of all fees paid except the Non-refundable Application Fee and Processing Fee as noted in Section 3.1.3 and 3.1.4 respectively.



Agreement No. <u>2019-0009</u> Date: March 20, 2019

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto the day and year first above written.

CONCESSIO	ONAIRE		COUNTY OF MONTEREY
Ву	77	Ву	
Date	18/19	Date	
Name	David Piperno	Name	Carl P. Holm
Title	CFO	Title	RMA Director
Address	234 Congress Street	Addres	ss_1441 Schilling Place- South 2 nd Floor
	Boston MA 02110		Salinas, CA 93901
The following Agreement:	g attached exhibits are incorporated	herein	by reference and constitute a part of this
Attachments:	Exhibit A Special Use Event Applications B Plans Exhibit C Rules and Regulations Go Exhibit D Special Provisions Exhibit E Prohibited Areas		Special Events

APPROVALS	
COI Review	
Administration	

EXHIBIT A

SPECIAL EVENT APPLICATION AND QUESTIONNAIRE

EXHIBIT A-1 FACILITY USE APPLICATION



County of Monterey Parks Facility Use Application

Аp	plication Date:	
rec eve app	quested in this applica ent agreement to co	a County of Monterey Park as the site for your special event. The information ation will be used to determine your need for a standard reservation or special and uct the proposed event. Please answer all questions. If a question is not the by answering "No" or N/A". Your application will not be processed until all d and received.
1.	EVENT SUMMARY	
a. b. c. d. e. f. b.	Set Up Date(s): Setup Time(s): Event Date(s): Event Time(s): Cleanup Date(s): Cleanup Time(s):	Park attached 2018 Event plan as reference 7 22, 2019 - May 31, 2019 am 7 pm ay 31 (4-6 pm, festival only). June 1, 2019 - June 2, 2019 am - 10 pm ne 3, 2019 - June 5, 2019 am - 7 pm nce. See event Description
2.	APPLICANT ORGANI	ZATION
a. b.	Applicant Type	Private/Commercial Non-Profit (#) Government Agency
c.	Address:	4 Congress St. ston, MA 02110
d. e.	Event Contact Name Phone Number:	Seamus Queally 617-874-6249

seamusq@spartan.com

f. Email Address:

3.	EVENT DESCRIPTION
a.	Event Description (including programs, activities, entertainment, schedule, etc.): See full event description attached
b.	Special Requests or Accommodations: See Full event description attached
c.	Total Attendance (including staff, spectators, participants):
	Minimum Attendance: 3,000 Maximum Attendance: 9,000
	Method of limiting attendance to the maximum number of persons permitted by the County of Limited inventory available for sale Monterey:
d.	Is the event open to the public? (free or with purchase of ticket/pass) Yes No
e.	Applicant will have not less than employees and 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: N/A
4.	VENDORS AND EQUIPMENT
a.	Event will have amplified Music or Sound? Yes No
	See full event description If yes, describe:
	List Company/ Service (DJ, Announcers, etc.):
b.	Electricity required for event? Yes No
	If yes, describe: Roughly 12 generators ranging from 1000W to 6000W

c.	Will additional lighting be required? Yes No Roughly 3 6000W light towers 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):See full event description
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 ONO
g.	Food and non-alcoholic beverage will be sold at the event? Yes No Final list of vendors TBD
	If yes, please list all vendors:
h.	Equipment will be used at the event (such as tents, stages, canopies)? Yes No 10x10s = 15 owned 10x20s = 20 owned
	20x20s = 12 owned
	20x40 = 1 owned 40x60 or 40x80 (TBD on exact size) = 1 rented
	owned = LP Tent inc.
	If equipment is being provided by company please list company name:
i.	Alcohol will be sold and/or served at the event? Yes No
	If yes, please list vendors selling and/or serving alcohol: Exact Vendors TBD
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. See attached Event Description
b.	List of applicants proposed fees/ charges: \$20 spectator fee
	Admission/ Entrance Ticket:
Fac	ility Use Application Page 3 of 7

	Vendor Space:
	Participation:
	Other: Kids ~ \$25
	\$1.2 mm
С.	Estimate of gross receipts:
d.	Estimate net profit:
e.	Submit information on all the organizations involved, whether sponsors, recipients, or promotional
	firms and their objectives, purposes, and financing:
	Full list of sponsors and vendors will be submitted closer to event dates
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):
	Merchandise tent selling spartan branded apparel. Full list of vendors to be submitted
	closer to event dates
G.	Parking and Traffic Plans and Personnel, as required for traffic control (provided by applicant and at
g.	applicant's expense):
	See attached event description
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: United Site Services
	Please attach a Map of placement location(s) of additional facilities
	May 28, 2019
	luno 4 2010
	Date of removal:
	Date(s) of service:

	Portable Toilet Units: 90
	ADA Accessible Portable Toilet Units:
	Handwashing Stations:
	Drinking Fountains:
	Other: N/A
	Method of garbage collection and disposal to be used: Five 40 yd dumpsters placed throughout festival area. Spartan staff and hired staff
	responsible for trash collection for duration of the event. Dumpsters picke up June 5
	Proposed first-aid service to be supplied by applicant, including ambulance services, doctors, nurses, Event Medics (Medical Supervisor and
	First Responders). Full IAP and ambulance service info to be submitted later
۲.	Additional police protection or security, including security for events with alcohol. (provided by applicant and at applicant's expense): Spartan staff security for overnight security during setup and tear down. Locally
	contracted security company or sherrif for alcohol control. See attached description
	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 See attached event description
	Marshal:
n.	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: Spartan staff traversing around property in UTV and trucks during events.
ŝ.	ADDITIONAL TERMS
Э.	Applicant may be required to post security or a bond with the County, depending on circumstances
	of the special event and probabilities of damage.
ο.	Applicant will be required to provide insurance covering their special event.

- 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 investigate, defend, indemnify 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 Parks Facility Use Rules and Policies incorporated by reference herein.

REQUESTED BY:					
Signature					
N. C.					
Name Jeffrey Connor					
Title Chief Operating Officer					
Date January 5th, 2019					
Address 234 Congress Street, 5th Floor					
_ City, State, Zip Boston, MA 02110					
Phone Number					
Email legal@spartan.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						

EXHIBIT A-2 SPECIAL EVENT QUESTIONNAIRE

RESOURCE MANAGEMENT AGENCY

Carl P. Holm, AICP, Director

LAND USE & COMMUNITY DEVELOPMENT | PUBLIC WORKS & FACILITIES | PARKS 1441 Schilling Place, South 2nd Floor (831)755-4800 Salinas, California 93901-4527 www.co.monterey.ca.us/rma



SPECIAL EVENT INFORMATION QUESTIONNAIRE

The Special Event Information Questionnaire is the first step in having your special event take place in Monterey County. By providing the following information the RMA Permit Coordinator can help you develop a safe and successful event by assisting you with the coordination of county departments and state agencies. You may email this form to Permit Coordinator Freda Escobar at Escobar@co.monterey.ca.us or mail it to Monterey County Resource Management Agency ATTN: Freda Escobar, 1441 Schilling Place, South 2nd Floor, Salinas, California 93901 or fax it to (831) 757-9516.

NOTICE TO APPLICANT: Filling out this questionnaire is not a permit or permit application and does not guarantee the issuance of a permit. This is an information gathering tool that will be used to guide you through the permitting process surrounding hosting a special event in Monterey County.

Contact Person: Olivia Paolano- Project Manager, Ryan Durnan Onsite Director								
Company or Organization: Spartan Race Inc.								
Telephone:Olivia: 518-744-2621, Ryan: Email:oliviap@spartan.com								
Mailing Address:234 Congress St, 4th Floor								
City:Boston State:MA Zip:02110								

Name of Event: Monterey Super and Sprint Weekend 2019	
Event Location: Toro Park: 501 Monterey-Salinas Highway 68, Salinas, CA 93908	
Assessor's Parcel Number:	

Date(s) of Event	From: 06/01/19	To: 06/02/19		
Setup Date: 5/23/19-5/31/19	Time: _{7am-7pm}	Day of Week:7 days/week		
Event Starts: 6/1/19	Time:7:30am-8:00pm	Day of Week:Saturday		
Event Ends: 6/2/19	Time:7:30am-8:00pm	Day of Week:Sunday		
Teardown Date: 6/3/19-6/5/19	Time: _{7am-7pm}	Day of Week:Monday-Wedne		

RESOURCE MANAGEMENT AGENCY

Carl P. Holm, AICP, Director

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SPECIAL EVENT INFORMATION QUESTIONNAIRE

Total Atte	Total Attendance (including staff, spectators, participants):All weekend- 15,600									
Minimum	n Attendan	ce:13,600 (all weel	(all weekend) Maximum Attendance:			tendance:16	16,600 (all weekend)			
Б	ay 1	Day 2	Day 2		Day 3		Day 4			
9,00	00 max	6,600 m	6,600 max							
YES	NO	EV		SCREENING	_		IAIR	E		
				Please answer						
✓		Is this an annual	event'	? If so, how m	any	years? 0				
√		Are admission, e	ntry o	or participant fo	ees 1	required?				
√		Is the Organization	on a c	ommercial ent	ity?					
	✓	Is the Organization	on a ta	ax exempt or r	onp	rofit entity?				
YES	NO	Do you expect a	ny of	the following	act	ions or activ	ities	to occur?		
	✓	Road Closures: County State Both								
If yes, list	t road									
√	41	Will Major traffic (streets/highways			d by	your event				
If yes, ple road nam		Highway 68 and 218 will be affected by event traffic. Shuttles will be running service from Laguna Seca to Toro Park all day and cars will be directed to Laguna Seca via 218 and General Jim Moore Blvd.								
1		Will you have of								
If yes, lis	t where:	Yes, parking will be located at Laguna Seca								
✓		Will you use traffic safety equipment?								
If yes, lis	t type:	Yes we will utilize chloroplast signs on the side of road ways, along with DOT digital signs. We will have a professional parking staff present.								
Will banners or other directional or informational signage be used be during and/or after your event?						be used before,				

RESOURCE MANAGEMENT AGENCY

Carl P. Holm, AICP, Director

LAND USE & COMMUNITY DEVELOPMENT | PUBLIC WORKS & FACILITIES | PARKS 1441 Schilling Place, South 2nd Floor (831)755-4800 Salinas, California 93901-4527 www.co.monterey.ca.us/rma



SPECIAL EVENT INFORMATION QUESTIONNAIRE

YES	NO	EVENT SCREENING QUESTIONNAIRE							
		Please answer every question							
If yes, list signs and location(s									
	✓	Will your e	Will your event require a street or sidewalk closure?						
√		102	Will alcohol be sold and/or served at your event? ✓ Sold ✓ Served						9
Will food and non-alcoholic beverages be prepared, served, or sold at event? ✓ Prepared ✓ Served ✓ Sold									
✓		Will Food	be	offered to th	e pi	ıblic?			=
How man	y food ven	dors will be at your event?			2- subject to change				
How will	food be pr	epared?	✓	Gas		Electric		Charcoal	Other
✓		Will water	be	provided?	1	Bottled Water		Tap Water	Drinking Fountains
	✓	Will you ha	ave	musical ent	terta	inment?			
If yes, ple describe:	ease								
1		Will your e	eve	nt have amp	lifie	d music or	so	und?	
If yes, please describe:		PA system for annoucing relevant information to event goers.							
	Will your event have dancing? Inside Outside Both								
√		Will your event have temporary structures?							
If yes, wh and size?	at type	There will be about 60 tents of varying sizes (10x10, 10x20, 20x20, 20x40, 40x80) Tents will be pop-up and pole tents							

RESOURCE MANAGEMENT AGENCY

Carl P. Holm, AICP, Director

LAND USE & COMMUNITY DEVELOPMENT | PUBLIC WORKS & FACILITIES | PARKS 1441 Schilling Place, South 2nd Floor (831)755-4800 Salinas, California 93901-4527 www.co.monterey.ca.us/rma



SPECIAL EVENT INFORMATION QUESTIONNAIRE

v many)? v many v many ::	Please answer every question There will be wall and and truss structures for obstacles- structural drawings will be provided. Will there be cooking inside any tents during your event? Will there be any electrical, plumbing, or HVAC inside any tents during your event? Will your event have any bleachers? Will your event have any stages?				
v many	drawings will be provided. Will there be cooking inside any tents during your event? Will there be any electrical, plumbing, or HVAC inside any tents during your event? Will your event have any bleachers?				
::	Will there be any electrical, plumbing, or HVAC inside any tents during your event? Will your event have any bleachers?				
::	your event? Will your event have any bleachers?				
::					
::	Will your ayant have any stores?				
	Will your event have any stage?				
	will your event have any stages?				
v many ::	1 stage that only staff will be permitted on with a height of 30".				
✓	Will your event have any other structures?				
cribe:					
	Will any structure be elevated thirty (30) or more inches?				
✓	Will your event include any animal rides or petting zoo?				
✓	Will the event include body art services- including tattoo, body piercing, branding or permanent cosmetics?				
✓	Will your event involve any film production at any time during the pre- event, event, or post-event phases?				
	Will all venues provide reasonable accommodations for the disabled?				
	Will your event have professional medical services provided? If yes, list company: Event Medics				
	✓ cribe:				

RESOURCE MANAGEMENT AGENCY

Carl P. Holm, AICP, Director

NO

YES

LAND USE & COMMUNITY DEVELOPMENT | PUBLIC WORKS & FACILITIES | PARKS 1441 Schilling Place, South 2nd Floor (831)755-4800 Salinas, California 93901-4527 www.co.monterey.ca.us/rma



SPECIAL EVENT INFORMATION QUESTIONNAIRE

EVENT SCREENING QUESTIONNAIRE

Please answer every question

✓	Will insurance be provided for the event? If yes, list company: Everest National							
How will restrooms be provided? ✓			Portable Toilets		Flush Toilets			
How will you notify surrounding residents and/or businesses of the event?				Event will take place inside of Toro Park.				
		•		nicles (i.e., entrances, exi via South Boundary Rd,		,		
Shuttles will exit Laguna onto Hwy 68 via A Road and drive north towards Toro Park. Shuttles								
will drop off in large gravel lot after the gate. Guests will enter the Spartan event via registration								
	•			cription of the full scope h additional pages as neo				
***************************************		(8)						
	Οl	ivia Paolano - P	roject	*				
Name of p	reparer: Of	ivia Paolano - P	TOJECT		<u> </u>			
Date:								

EXHIBIT B

PLANS

EXHIBIT B-1

SITE PLANS



Spartan Race Monterey Super 2019 Plans

I. SITE PLAN

Please refer to the "Festival Map" and "Course Map" for a guide to the location of each station or obstacle and usage of the trail system.

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 qty 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 from Friday, June 1st through Tuesday, June12th. 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 during the entire set-up/event/tear-down cycle.

Course

The Monterey Spartan Super course is about 8 miles long with approximately 28 obstacles and taking place on exclusively on Saturday, June 1st. The Monterey Spartan Sprint course is about 4 miles long with approximately 22 obstacles and taking place exclusively on Sunday, June 2nd. The Monterey Spartan Trail Race 10K is approximately 6 miles long and includes no obstacles. The route itself is mostly on unpaved, hilly terrain and will utilize parts of the local trail systems including Ollason Trail, Bessie Canyon Trail, Gilson Gap Trail, the Youth Over-Night 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 course equipped with tables, water, cups, garbage cans, garbage bags, 1 toilet each and volunteers to help pour, hand out water and keep area clean. The rest of the obstacles will be manned on race day by volunteers and staff 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. Of those dug into the ground, some are meant to pose a challenge themselves, others are meant to serve as a safety precaution for falls from a height of over 8 ft.

Obstacle materials, volunteers, water, and staff will be transported around course by 4-wheel -drive vehicles operated by Spartan Staff only during build week, race day, tear down, and load out. Spartan Race will also use heavy machinery to assist in digs or other large builds. We are expecting to have ten UTVs, two skid steers, one telehandler, one excavator, one flatbed truck, four 4WD ¾ 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 with 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 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 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 a security guard who will check for 21+ wristbands 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 and beverage. Spartan Race will provide secure cash collection and storage during the event.

Access

Once inside the festival, all sides will be enclosed by fence. Any openings will be watched by security guards who will be checking for wristbands and bag check tags for anyone entering festival. 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 festival 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 southern most 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 have been submitted with the special event medical plan.

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 Ryan Durnan may be contacted by calling 720-298-2430 within the dates of Friday May 24th, 2019 through Tuesday June 4th, 2019.

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 during this event starting on Friday May 24th at 0700 through Tuesday June 4th at 1900.

Staffing

There will be one main dispatcher (Monterey Spartan Super 2019 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 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 with Spartan Race at least 1 year. Each member takes his or her dispatch responsibilities very seriously. 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 "One" - Repeater

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 "Two" - Repeater

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

Channel "Three" - Repeater

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

Channel "Four" - Repeater

Emergency weather response

Channel "Five" - Simplex

All staff other than race day

Festival

Registration

Shuttle Bus

Accounting

Security

Channel "Six" - Simplex

Parking (if on simplex during race day)

Channel "Seven" - Simplex

Kids Race

Course (if on simplex during race day)

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

Channel "Eight" - Simplex

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

Radio Protocol

Primary Communications: Repeater Channels (Channel "One" to Channel "Four")

Secondary Communications: Simplex Channels (Channel "Five" to Channel "Eight") - Line-of-Site only. Use these channels Repeater Channels are not working (power is out or repeater is down)

Backup Communications: Call / text Race Director's (RD) cell phone: 720-298-2430

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

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

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

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

"Code Irene" will be announced if a threat exists (visible lightening 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 and unfair to other racers
- Wait 15 minutes since last observance of lightening 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 720-298-2430 Emergency Calls 720-298-2430

Sheriffs Command Post 831-755-3822 or 831-444-2535

County Communications Sheriff Dispatcher

831-769-8895 or 911

County Communications Fire Comm

831-769-8899 or 911

County Communications Supervisor

831-796-1987

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

Ryan Durnan, Race Director 720-298-2430 Cell Phil Masterfield, Construction Manager 909-763-0910 Cell Dave Cronin, Festival Manager 440-317-0776 Cell

III. MEDICAL PLAN

See "060119CA Monterey County Med Plan", "Medical Plan Supplement"

IV. PARKING AND TRAFFIC CONTROL PLAN

See "060119CA Traffic & Parking Plan 2019", "060119CA Message Board Placement", and "060119CA Staff/ADA Parking"

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 90 regular porto potties (1 for every 110 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 race 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 indicated 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. From Friday May 24th through Tuesday, June 4th 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. With in 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 others 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 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 travelling 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.

IX. REMEDIATION PLAN

Digs:

1. @ Overflow Parking Lot #7 gravel lot – Obstacle Rolling Mud with Dunk Wall - 30'W x 200'L x 5'D

Restoration:

- 6/03 All pits get pumped out and water discharged into a Toro Park approved area.
- 6/04 Operator with tracked skid steer starts back filling all pits, trenches, holes and disturbed areas.
- 6/04 Spartan Race Director meet with Toro Park manager (Gabe?) to review all remediation plans
- 6/04 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. In addition, Jamba Juice will also be on-site for both race days selling smoothies. 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.

EXHIBIT B-2

MEDICAL PLAN

COUNTY OF MONTEREY SPECIAL EVENT MEDICAL PLAN

Event Identification and contacts

2019 Montei	ey Spartan Super & Sp	rint Weekend		
		Name of Event		
Type of Event: obst	acle course race and p	ost-race festival		
Description of Event	8 mile running cours	e over remote, hilly terrain with 3	30 obstacles on Saturday, 4	mile running course with 21
Total State of Calabay, of the train	ace with the obstacles on Punc	lay. Festival area, start, and linish will all	be located in badger flats in Toro Pa	rk, Monterey.
		· · · · · · · · · · · · · · · · · · ·		
	Day 1	Day 2	Day 3	Day 4
Event Date(s)	6/1/2019	6/2/2019	24,5	Day 4
Start Time	6:00AM	6:00AM		
End Time	9:30PM	6:00PM		
Number of Participants	7,500 maximum	5,500 maximum		
Number of Spectators	1,300 maximum	1,000 maximum		
Number of Staff	100 staff	100 staff		
Number of Vendor Staff	25 vendor staff	25 vendor staff		ļ
Total Attendance	9,000 MAX	6,600 MAX		
Address: 234 Congress S	it 4th Floor, Boston, MA	02110		
vent Medical/First A	id Contact: David	Gonzales Phone	e Number: 210-846-147	72
-mail: dg@eve	entmedics.com	Alternate Pho	one Number:N	Α
ddress: N/A				
vent On-site Medical	 -		Number: 210	-846-1472
lternate method of co	ntact: email -	dg@eventmedics.com		
ame of person compleev: 3/13	eting the plan:	Olivia Paolano	Title: Pro	eject Manager

Special Event Medical Plan County of Monterey

EMS system impact
Expected impact on 911 system: Please see detailed description in attached supplement
Potential impact on 911 system: In case of an MCi, 911 will be called. Toro Park, being situated between Monterey and Salinas, is easily accessible by EMS from either city. A 911 response should not affect the availability of EMS in either urban 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
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.
Medical aid assurance: 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 with the requirements outlined above.
Signatures
Date 4/1/2019 Date
Name of representative if different from the Event Coordinator

Spartan Race

June 2019

Special Event Medical Plan County of Monterey

Approvals

Date Plan received by EMS Agency: 4/11/2019	Plan returned for revisions: Yes No X
Plan approved: Yes X No	
EMS Agency: Steve Brooks	Date: 4/16/2019 Title: EMS Analyst
Date Plan returned to Parks Dept:4/16/2019	
Other approval:	
Agency Name	Approved: Yes No
Signature:	Date:
Agency Name	Approved:YesNo
Signature:	Date:

EXHIBIT B-3

MEDICAL PLAN SUPPLEMENT

COUNTY OF MONTEREY SPECIAL EVENT MEDICAL PLAN

Other medical/first aid Describe medical/first aid services not described above such as mobile first aid teams:

Event medics will provide four medical rovers spread throughout the course to transport minor injury patients and tired racers to the main medical tent. They will act as First Aid attendants and normally be the first medical contact for all minor injuries.

Monterey County Regional Fire should be providing two Paramedics, two EMT's, one ALS ATV's, and one ALS unit as primary responder, treatment provider and transport off course for major injuries and as assistants in treating and transporting minor injuries as needed as they did in previous years.

American Medical Response will provide two standby ALS units stationed at the main medical tent in the festival area to provide advanced medical treatment in the medical tent or transports to nearby hospitals as needed. All three parties will be coordinated by David Gonzales of Event Medics except in MCI, natural disaster, or advanced injury situation in which the highest-authority, highest-level certified provider on site will assume command.

All parties will convene at Toro Park for a course run through and communications debrief on Friday, May 31st between 12:00 pm and 4:00 pm and will be on site providing medical coverage on Saturday, June 1st from 6:00 am until 10:00 pm and Sunday June 2nd from 6:00 am until 9:00 pm

Plan to identify the need for a medical response and process to get medical care for the patient:

Once an injury has been identified, rovers and/or festival medic will be dispatched to respond to location. The severity of the injury reported will determine which level of responder is sent by the coordinator. If the patient is A+Ox4 and refuses treatment and chooses to continue, the responders will treat on location and release. If first response treatment is not enough and the patient requires/accepts further treatment, the patient will be brought back to the main medical tent by UTV and further assessment and treatment will be made. If a higher level of care is needed then ALS will transport the patient to the hospital for further care.

Expected impact on 911 system:

There is no expected impact on the 911 system. A minimum of 2 private ALS ambulances will be stationed on standby at the event and will be mobilized in the case of a rapid transport. Other ambulances from the same company will come to replace the transporting ambulance so that there is a constant coverage of 2 ambulances. 911 will not be called unless in an extreme MCI situation.

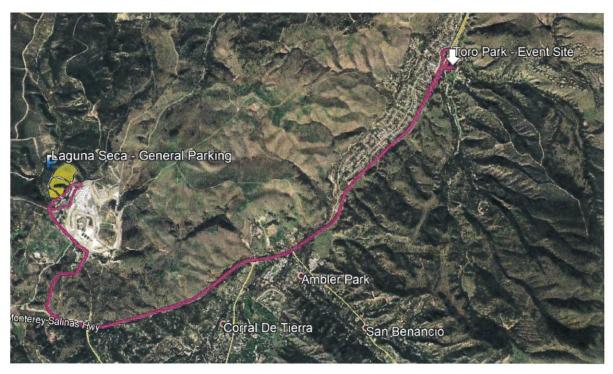
EXHIBIT B-4

TRAFFIC AND PARKING PLAN



Traffic and Parking Plan - Monterey Spartan Super 2019

On Saturday June 1st, 2019, there will be approximately 9,500 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 and will terminate at approximately 9:30 pm on Saturday, June 1st.

On Sunday, June 2nd, 2019, there will be approximately 6,500 people attending and working the Spartan Race Sprint at Toro Park in Monterey, CA. 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 on Sunday, June 2nd.

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 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 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 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.

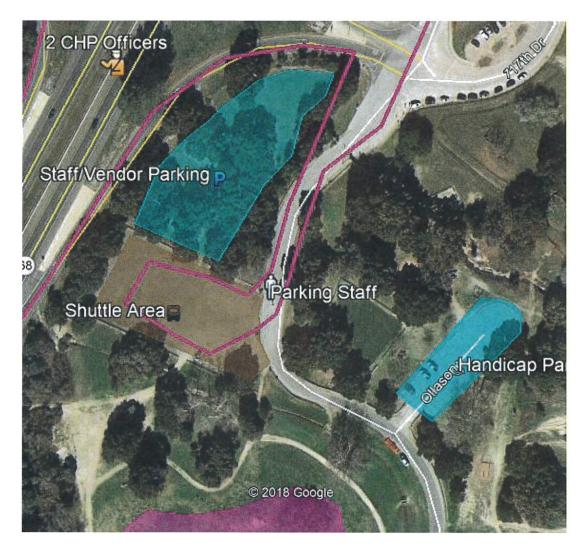
Toro Park Traffic and Parking Plan

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 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.

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 west bound 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.



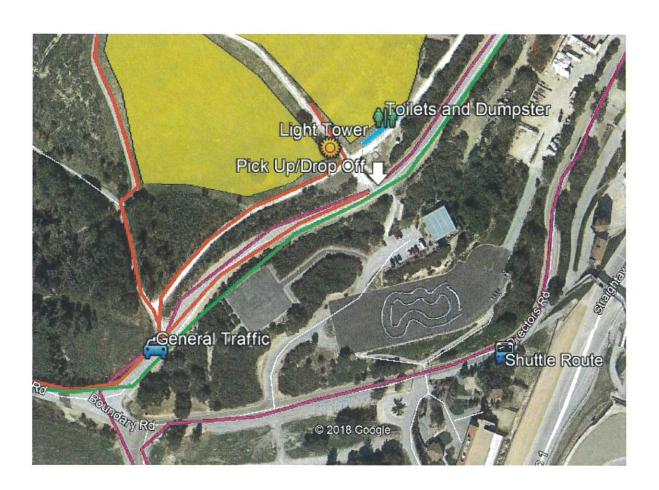
Spartan Race will stage 2 parking Staff from 5am to 2pm to check passes of all vehicles entering the park and direct them to the proper lots. Those without passes will be turned away. Within the park, traffic will be limited to UTV's operated Medical and Spartan Race Operations, large pick-up Trucks and SUVs operated by Spartan staff that are shuttling various volunteers to their positions on course, ambulances on stand-by or needing to transport someone off site, 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 Northern-most entrance to Wolf Hill where they will turn left into the lot. There they will split into four lanes as they line up to pay the \$10 per-car parking fee or show their free parking pass. The cashier (manned by 4 cash collectors) is 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 Southern-most 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 Ray Oaks and only allow buses to use A Road.

EXHIBIT B-5

INCIDENT PLAN



INCIDENT ACTION PLAN

In cooperation with



EVENT MEDICS

Spartan Race

This document is to provide a comprehensive safety operations plan for all Spartan Race events. It should be reviewed by Safety Director and updated as necessary to reflect additions and changes to the safety operations of the event.

INCIDENT ACTION PLAN – Monterey, CA May 31- June2, 2019

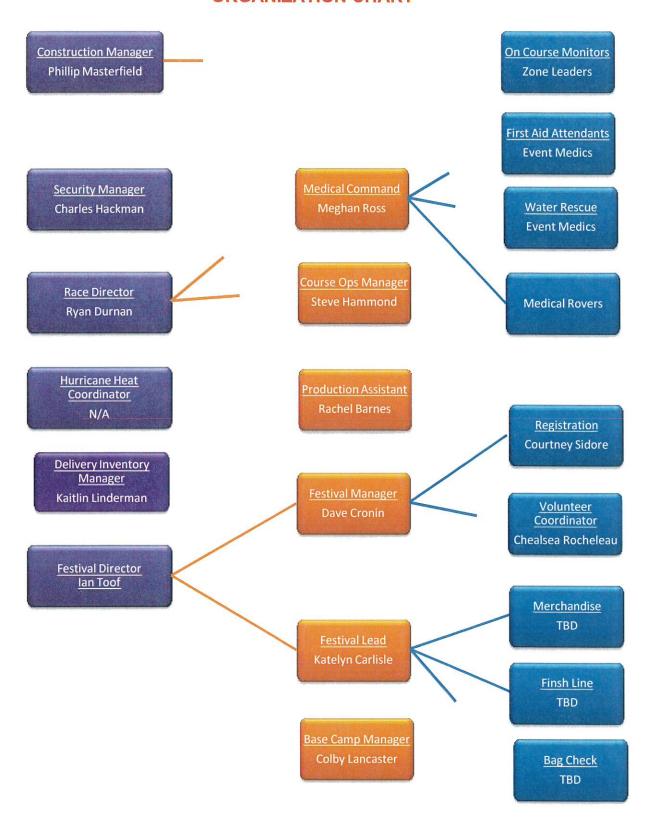
INCLUDED IN THIS DOCUMENT

- o Brief Event Description
- o Organizational Chart
- Key Contacts
- o Incident Briefing, ICS Form 201
- o Incident Objectives, ICS Form 202
- Assignment List, ICS Form 204
- o Incident Radio Communication Plan, ICS Form 205
- o Medical Plan, ICS Form 206
- Incident Action Plan Safety Analysis, ICS Form 215A
- o Event Medics Response Overview
- o Event Medical Reports
- Course Map with Obstacles
- Weather
- o Directions to Nearest Hospital

BRIEF EVENT DESCRIPTION

- A. Spartan Race is a running/obstacle course endurance event that will take place during the following dates:
 - i. Super, approximately 8 miles long on Saturday (6/1/19)
 - ii. Sprint, approximately 4 miles long on Sunday (6/2/19)
 - iii. Trail race, approximately 6 miles on Sunday (6/2/19)
 - iv. SGX Class on Friday from 0900-1500 (5/31/19)
- B. The event uses a well-marked route, with a designated start and finish. There are approximately:
 - i. 21 obstacles for the Sprint
 - ii. 28 obstacles for the Super
- C. Individuals and teams will start on a staggered basis throughout the day (waves of 250, every 15 minutes, beginning at 730AM on Saturday and 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.

ORGANIZATION CHART



KEY CONTACTS

Name	Role	Number	Email
Ryan Durnan	Race Director	720.298.2430	ryand@spartan.com
Olivia Paolano	Race Project Manager	518.744.2621	oliviap@spartan.com
Phillip Masterfield	Construction Manager	909.763.0910	philipm@spartan.com
Ian Toof	Festival Director	802.363.1991	iant@spartan.com
Dave Cronin	Festival Manager	440.317.0779	davidc@spartan.com
Katelyn Carlisle	Festival Lead	262.455.1958	Katelyn.carlisle@spartan.com
Steve Hammond	Course Ops Manager	949.698.3924	steveha@spartan.com
Colby Lancaster	Base Camp Manager	801.502.9610	colbyl@spartan.com
Rachel Barnes	Production Assistant	857.248.3847	rachel.barnes@spartan.com
Kaitlin Linderman	Delivery Inventory Manager	661.383.3627	Kaitlin.linderman@spartan.com
Charles Hackman	Security Manager	314.287.1108	Charles.hackman@spartan.com
n/a	Hurricane Heat Manager		
Courtney Sidore	Registration ZL	818.441.8772	courtney.sidore28@gmail.com
TBD	Finish Line ZL		
TBD	Bag Check ZL		
TBD	Merchandise ZL		
Chelsea Rocheleau	Volunteer Coordinator	203.581.1008	Croch6@gmail.com
Meghan Ross	PM- Event Medics	412.779.7493	meghan@eventmedics.com
Laura Futrell	American Medical Response	831.718.9559	laura.futrell@amr.net
Michael Esslinger	AMR/ Ops Manager	831.718.9562	michael.esslinger@amr.net

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

INCI	DENT BRIEFING (ICS 2	(01)					
1. INCIDENT NAME:	2. INCIDENT NUMBER:	3. DATE/TIME INITIATED:					
Spartan Sprint/ Super CA	SPARTAN CA 19.06.01	DATE: 4/09/19 TIME: 0900					
4. MAP/ SKETCH (include sketch, showing the total area of operations, the incident site/area, impacted and threatened areas, overflight results, trajectories, impacted shorelines, or other graphics depicting situational status and resource assignment):							
INCIDENT BRIEFING ICS201 hereby pr	rovided as pertains to Medical Operation	ons.					
Map #1 displaying event course, festival area attached to this Incident Briefing.	, parking area, Med Evac landing zone, Me	dical Facility and other pertinent areas are					
Friday May 31, 2019 - 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.							
Friday May 31, 2019 – Provide medical cover	rage for the SGX class from 9am-3pm						
Saturday June 1, 2019 & Sunday June 1, 2019 - Medical Briefing of all medical (and water rescue staff if any) will commence at 0600hrs. 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 1, 2019 & Sunday June 1, 2019 - Medical operational period begins at 0700hrs.							
Saturday June 1, 2019 & Sunday June 1, 2019 - 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 June 1, 2019 & Sunday June 1, 201 personnel have completed course survey at c		om their assignment after Medical					
Saturday June 1, 2019 & Sunday June 1, 2019 - At conclusion of operational period, all medical personnel will be debriefed, medical incident reports safeguarded and recorded							
5. SITUATION SUMMARY AND HEALTH AN incident Health and Safety Hazards and develop of the hazard) to protect responders from those	necessary measures (remove hazard, provide						
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 re	MCI or other patient load concerns to be relayed immediately to local 911 system.						
Active shooter, terrorism, suspicious activiti all medical personnel on site will report to N will report to main entrance and await instru	Medical Command location and await orders	s. If not safe to do so, medical personnel					
Any unsafe situation will be reported to Eve Security or PD.	· · · · · · · · · · · · · · · · · · ·	·					
8. PREPARED BY: NAME: DAVID A GONZAL	ES POSITION/ TIT! E: DOO IECT MANAGED !	SIGNATURE:					

DATE/TIME: ___

ICS 201, PAGE 1

INCIDENT BRIEFING (ICS 201)

		DENT BINET INO (100 E						
1. INCIDENT NAME:		3. DATE/TIME INITIATED:						
Spartan Sprint/ S	nt/ Super CA SPARTAN CA 19.06.01 DATE: 4/09/19 TIME: 0900							
7. CURRENT AND P	LANNED OBJECTIVES	:						
1. Provide land based EMS support to the existing American Medical Response personnel staffed at the Main Medical Tent during the race event on June 1-2, 2019.								
2. Provide primary EMS service to anyone being transported to the triage area at Main Medical Tent.								
3. Provide addition	al EMS service to any	one requiring assistance on the race o	ourse.					
8. CURRENT AND P	LANNED ACTIONS, ST	RATEGIES AND TACTICS:						
TIME:	ACTIONS:							
0545hrs	Al	RRIVAL OF MEDICAL TEAM STAFF TO I	MAIN MEDICAL TENT					
0615hrs	COMMENCEMENT OF BRIEFING TO ALL MEDICAL AND WATER RESCUE PERSONNEL							
0700hrs	ARRIVAL OF EMS UNITS							
0715hrs		ALL MEDICAL ROVERS TO BE ON I	RACE COURSE					
0715hrs		ALL FESTIVAL MEDICS TO BE IN FI	ESTIVAL AREA					
0720hrs	RADIO	O COMMUNICATIONS CHECK FOR ALL	STAFF AND CHANNELS					
0730hrs		RACE EVENT BEGINS	3					
5/31 0900hrs		SGX CLASS BEGINS						
5/31 1500hrs	SGX CLASS ENDS							
-								
8. PREPARED BY:	NAME: DAVID A GONZALI	ES POSITION/ TITLE: PROJECT MANAGER	SIGNATURE:					
ICS 201, PAGE 2		DATE/TIME:						

INCIDENT OJECTIVE (ICS 202)

1. INCIDENT NAME:	2. OPERATIONAL PERIOD:	Date From: 05/		Date To: 06/02/2019			
Spartan Sprint/ Super CA		Time From: 09	00	Time To: 2100			
3. OBJECTIVE(S):							
1) CONDUCT AN OBSTACLE COURSE ENDURANCE EVENT AT TORO COUNTY REGIONAL PARK, LENGTH OF APPROX 4 MILES (SPRINT) AND 8 MILES (SUPER) AND 6 MILES (TRAIL)							
2) CONDUCT EVENT ACCORDING	TO PRE ESTABLISHED TIME	ELINES					
3) ADHERE TO RECOGNIZED SAFE	ETY GUIDELINES			·			
4) PROVIDE FIRST AID ASSISTANC	CE TO ALL PERSONS WITHIN	N THE EVENT	BOUNDAF	RIEŚ			
:							
4. OPERATIONAL PERIOD COMMAND E	MPHASIS:						
0900 hours, Friday May 31, 2019— 210	00 hours, Sunday June 2, 2019	9.					
GENERAL SITUATIONAL AWARENESS	· ••						
ALL STAFF, VOLUNTEERS AND EV	ENT MANAGEMENT ARE TO	REPORT AL	L INJURIES	S TO THE EVENT			
MEDICAL COMMAND IMMEDIATEL		OVIDE FIRST	AID ASSIS	STANCE TO ALL			
PERSONS WITHIN THE EVENT BO	UNDARIES.						
	•		,	•			
5. SITE SAFETY PLAN REQUIRED? YES	□ NO ☑						
APPROVED SITE SAFETY PLAN(S) LO							
6. INCIDENT ACTION PLAN (the items ch	ecked below are included in thi	s Incident Acti	on Plan ☑ if	attached)			
☑ ICS 202	☑ ICS 206	Ø	CONTACT	LIST			
☑ ICS 204	☑ MAP/ CHART	Ø	ORGANIZA	ATIONAL CHART			
☑ ICS 205	☑ WEATHER FORECAST/ TIDES/ CURI	RENTS -					
7. PREPARED BY: NAME: DAVID A GONZA	LES POSITION/ TITLE: PROJECT	MANAGER SIGI	ATURE:				
8. APPROVED BY INCIDENT COMMANDE	R: NAME: DAVID GONZALE	SSIGNA	TURE: -				
ICS 202 IAP PAGE8_	DATE/TIME:						

ASSIGNMENT LIST (ICS 204)

1. INCIDENT NAME:	INCIDENT NAME: 2. OPERATIONAL PERIOD:			3.			
Sparitari Spring Super Sr.		Date From: 05/31/2019 Date To: 06/02/2019					
Time From: 0900 Time To: 2100				BRANCH:			
4. OPERATIONS PERSO	ONNEL:			•	DIVISION:		
RACE DIRECTOR: R	<u>YAN DURNAN</u>				GROUP:		
MEDICAL COMMAND	: MEGHAN ROS	<u>ss</u>			STAGING AREA	۸.	
CONSTRUCTION MA	NAGER: <u>PHILL</u>	IP MASTE	RFIELD		31 AGING AREA	••	
8. RESOURC	ES ASSIGNED:	·	# 05			Reporting Locations,	
RESOURCE IDENTIFIER	LEADER	₹	# OF PERSO NS	CONTACT (e.g., pho frequency		Special Equipment and Supplies, Remarks, Notes, Information	
RACE DIRECTOR	RYAN DURNAN	1	1	720.298.2430 / REP	EATER 1	FESTIVAL/ COURSE	
COURSE MANAGER	STEVE HAMMO	OND	7	949.698.3924/ REPE	ATER 1	COURSE	
MEDICAL COMMAND	MEGHAN ROSS	s	19	412.779.7493/ REPE	ATER 2	FESTIVAL/ COURSE	
FESTIVAL DIRECTOR	DAVID CRONIN	ı	7	440.317.0776/ OPEN	N 5	FESTIVAL	
SPARTAN PA	RACHEL BARN	IES	1	857.248.3847/ REPE	ATER 1	BASE CAMP	
SPARTAN BCM	COLBY LANCA	STER	1	801.502.9610/ REPE	PEATER 1 BASE CAMP		
6. WORK ASSIGNMENTS: - ALL event staff will fall under RACE DIRECTOR (medical, water rescue) 7. SPECIAL INSTRUCTIONS: NONE 8. COMMUNICATIONS: Spartan Radio Channels • Festival- OPEN 5 • Course- REPEATER 1 • Medical- REPEATER 2 • Open- OPEN 7-8 • Medical Back up-OPEN 6 EMS Communications Spartan Radio with Identified Medical Channel							
8. PREPARED BY: NAME: DAVID A GONZALES POSITION/ TITLE: PROJECT MANAGER SIGNATURE: ICS 204 IAP PAGE _ 9							

INCIDENT RADIO COMMUNICATIONS PLAN (ICS 205)

1. INCIDENT NAME:		2. DATE/TIME P	REPARED:	3. OPERATIONAL PERIOD:			
opartan opinia oapoi ort		Date 4/09/2019 Time: 0900		Date From: 05/31/2019 Date To: 06/02/2019 Time From: 0900 Time To: 2100			
4. BASIC RADIO CH.	ANNEL USE:						
CHANNEL#	FUNCTION	CHANNEL NAME	ASSIGNMENT	MODE	REMARKS		
REPEATER 1	COURSE	RPT 1	COURSE STAFF	DIGITAL	SPARTAN RADIO		
REPEATER 2	PRIMARY MEDICA	L RPT 2	MEDICAL STAFF	DIGITAL	SPARTAN RADIO		
REPEATER 3	OPEN	RPT 3	ALL	DIGITAL	SPARTAN RADIO		
REPEATER 4	OPEN	RPT 4	ALL	DIGITAL	SPARTAN RADIO		
OPEN 5	FESTIVAL	OPEN 5	FESTIVAL STAFF	ANALOG	SPARTAN RADIO		
OPEN 6	MEDICAL BACKUI	OPEN 6	MEDICAL STAFF	ANALOG	SPARTAN RADIO		
OPEN 7	OPEN	OPEN 7	ALL	ANALOG	SPARTAN RADIO		
OPEN 8	OPEN	OPEN 8	ALL	ANALOG	SPARTAN RADIO		
5. SPECIAL INSTRUCTIONS: NONE							
6. PREPARED BY (COMMUNICATIONS LEADER): NAME: DAVID A GONZALES SIGNATURE:							
				ATURE:			
ICS 204	IAP PAGE _10	DATE/TIME:					

MEDICAL PLAN (ICS 206)

1. INCIDENT NA	AME:		2. OPERATIONAL PERIOD: Date From: 05/31/2019 Date To: 06/02/2019						6/02/2019	
Spartan Spri	nt/ Super CA			Time From: 0900 Time To: 2100				100		
3. MEDICAL AID STATIONS:										
NAI	/IE	LOCATION		CONTACT NUMBER(S)/ FREQUENCY		'''	PARAMEDICS ON SITE?		ON SITE?	
BASE FIRST MEDIO		FES1	TIVAL AREA	4	REPEATER 2			☑ YES □ NO		
ROVE	ER 1	7	ZONE 1			REPEATER	2		☑ YES t	1 NO
ROVE	R 2	2	ZONE 2			REPEATER	2		☑ YES c	I NO
ROVE	ER 3		ZONE 3			REPEATER	2		☑ YES t	NO
ROVE	R 4	2	ZONE 4			REPEATER	2		☑ YES c	I NO
ROVE	R 5	TR	AIL RACE			REPEATER	2		☑ YES □	NO ON E
ROVE			AIL RACE			REPEATER	2		☑ YES □	I NO
4. TRANSPORT	'ATION (indicat	e air or grou	ınd):							
	LANCE VICE	<u> </u>			CONTACT NUMBER/ FREQUENCY			LEVEL OF SERVICE		
	N MEDICAL ONSE			L	Michael Esslinger 831.718.9562			☑ ALS □ BLS		
5. HOSPITALS	:		-			•				
HOSPITAL NAME	ADDRES	SS	CONTACT NUMBER		TRAVI	LTIME	TRAUM			HELIPAD
					AIR	GROUND				
Salinas	450 E Rom	ie Ln 8	31.757.433	3		12	Ø YE	3	□ YES	□ YES
Valley Memorial	Salinas,					Min □ NC		·	⊠NO	⊠NO
Hospital	93901				6.6			ŀ		
·	DIOAL EMERO	ENOV 8800				miles				
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 it								Air Op	erations.	
7. PREPARED	BY (MEDICAL I	JNIT LEADE	R): NAME: D	AVID A	GONZALE	S SIGNATUR	KE:			
8. APPROVED I						SIGNATI				
ICS 206	IAP PAG	SE _11		DATE/I	ΓΙΜΕ:					

INCIDENT ACTION PLAN SAFETY ANALYSIS (ICS 215A)

1. INCIDENT NAME:		1	2 INCID	ENT NUMBER:	·	
Spartan Sprint/ Super CA	1		SPARIA	N CA 19,06.01		
3. DATE/TIME PREPARED: 4. 0			PERATIONAL PERIOD: Date From: 05/31/2019 Date To: 06/02/2019			Date To: 06/02/2019
Date 4/09/2019 Time: 0900				T∤me Fr	om: 0900	Time To: 2100
4. INCIDENT AREA	6. HA	ZARDS/ F	RISKS			7. MITIGATIONS
FESTIVAL	Choking, trip & fall, 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	
PARTICIPANT PARKING LOT	Injuries and illnesses consistent with post event 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'				Event staff to monitor area and report medical incidents to Medical Command	
8. PREPARED BY (SAFETY	OFFICE	R): NAM	E: DAVID	A GONZALES SI	GNATURE:	
8. PREPARED BY (OPERATION	CTION C	HIEF): N	IAME: DAVIDAG	ONZALES SIG	SNATURE:	
ICS 215A				DATE/TIME:		
			_			

EVENT MEDICS RESPONSE OVERVIEW

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

1. Event Medics' Response Team Structure

- The Event Medics team will consist of the following members.
 - 1 project manager
 - 1 Data entry staff
 - 4 Course Rover First Aid Attendants
 - 2 Course Rover First Aid Attendants (Trail Race Only)
 - 19 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 Medic first aid attendants

2. 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:

- 6 (SUPER) and 3 (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:

- 6 (SUPER) and 3 (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.
 - 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

- Spartan 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 down hill, 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.

5. On Site Contacts

 Event Medics Project Manager Meghan Ross 412.779.7493

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 longer 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.

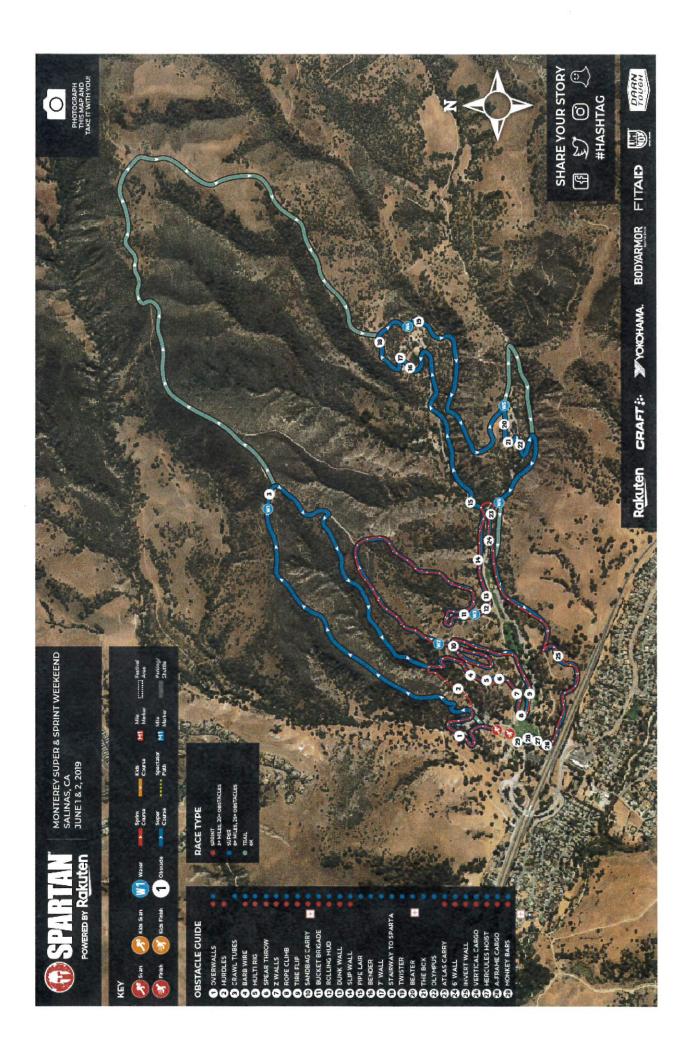
EVENT MEDICS INCIDENT REPORT



Incident #

Patient	1					
First Name	Last Name		Time	Date		
Address		îty	State	Zip		
Phone	⊃M ⊃F Age	Patient I.D. # (Fapplicable)	Job Tri If applic			
Project/ Event Name	Specific Incident Location		Medic Name			
CARE IN PROGRESS ON ARRIVAL: O Not	ne D Bystander D Ot	her First Responder	Witness Name:			
MECHANISM OF INJURY: ☐ Electrical ☐	5			Other:		
CHIEF COMPLAINT:						
ASSESSMENT:						
PRESENTING PROBLEM				MEDICAL HISTORY		
□Abrasion □Cold Related	DHeat Related	DSprain/Strain	□No			
□Airway Obstruction □Cramps	□Laceration	□Sting/Bite		ergy To COPD		
JAllergic Reaction Dehydration JAmputation Diabetic Related	DMajor Trauma Potential DNausea	□Stroke		pertension Cardiac Oke Asthma		
DBehavioral Disorder DDrowning	□OB/GYN	☐Substance Abs ☐Syncope		izures 🗆 Other		
□Bleeding/Hemorrhage □Environmental	□Obvious Death	DUnconscious U	inrsp. Curren	t Medications or Other History:		
□Blister □Foreign Body	☐Penetrating Trac					
DBlunt Trauma DFracture/Disloca DBreathing DGastrointestinal		ental DPain:				
☐ □Breathing ☐ □Gastrointestinal ☐ □General Biness M						
DBurn DHazardous Mate		D0ther:				
□Cardiac Arrest □Head Injury	□Shock					
□Cardiac Related Potential □Headache	☐Spinal Injury					
Region						
□Abdomen □Buttock □Ear	□Left □Right	□Other	701	70. 1 77		
DAnkle DCalf DFlbow DFace D	Foot DGroin THead	Dinternal Diower Leg		□Stornach □Toe □Teeth □UpperArm		
□Back □Chest □Eye □Finger □		□Knee □Mouth		OThigh OWrist		
	A VI PART AND SECTION AS A SECT	LEVEL DE FOE				
TIME RE	P PULSE B.P.	CONSCIOUSNESS GCS	PUPILS SKIN			
V Rate	Rate	D Aker	□ Normal □ Demonstatio			
	gatar 🗆 Bagatar	□ Valor □ Pala	☐ Maxied ☐ Cont ☐ Fig. ☐ Constituted ☐ Warms ☐ Co	de .		
i i i i i i i i i i i i i i i i i i i	allow 🗆 brogular	C) Urensp.	□ Slaggish □ Madel □ Fi	ushod		
5				ands:		
[1] [1] [20	tás /	D Alex D Volus	District Dis			
[[L L L L D as	gatar 🗇 Bogaltar	□ Pain	Distinct Diam Do			
N 200		O literap.	□ Sandaka □ Hayest □ H	eshed		
_Treatment	I V	1	D No Reaction: □ Day □ Dis	andio		
DCare Transferred to Ambulance Time:	DPt. Walked/ Transported	to HCF	red □Suction Us	ed		
"JArtificial Ventilation Method:		DFlushed	□Removed F			
□Oxygen Administered: @ LP.M. I			bilization Neck and Back	5 12		
□C.P.R. In Progress on Arrival by: □Citizen □P			morrhage Controlled			
C.P.R. Start Time: Time of Arrest U	ntil C.P.R.:Minute					
□Defibrillation/Cardioversion: No. Times □Injury Immobilized □Pt Hydratest w/ Ounces of Method Used:						
□Pt Hydrated: w/ Ounces of □Medication Self-Administered:		Method Used:				
Theat or Cold Applied		Joiner				
Disposition: JAmbulance JUrgent Ca	re	☐Returned to Activity	□Released Disposi	tion 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 t	ransport to a hospital.				
-4						
Patient Signature	Date	Witnes	Signature			

SPARTAN COURSE MAP PENDING



WEATHER

Fri May 31

70

49°

Partly Sunny

CHANCE OF RAIN:

1%

WIND:

7 MPH WSW Gusting to 12 MPH

MAX UV INDEX:

11 Extreme

Sat June 1

68

47°

Partial Sunshine

CHANCE OF RAIN:

8%

WIND:

8 MPH W Gusting to 12 MPH

MAX UV INDEX:

11 Extreme

Sun June 2

68

53°

Mostly Sunny

CHANCE OF RAIN:

0%

WIND:

8 MPH W Gusting to 12 MPH

MAX UV INDEX:

11 Extreme

NEAREST HOSPITAL-

3 1 412

Google Maps Toro Park to Salinas Valley Memorial Hospital

Drive 5.2 miles, 9 min

Toro Park

t	1	Head north on Ollason toward 117th Dr	
*	2	Turn left to merge onto CA-68 E	415 ft
r	3	Turn right onto E Blanco Rd	43110
*1	4	Turn left onto San Juan Dr	25116
r	5	Turn right onto San Jose St	0 4 mu
*1	6	Turn left	01 ds

Salinas Valley Memorial Hospital

Destination will be on the left

These directions are for planning purposes only You may find that construction projects, traffic. weather or other events may cause conditions to differ from the map results and you should plan you hould plan you hould plan you hould plan you notice accordingly. You must obey all legislic matrices regarding you must

EXHIBIT C

MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY - PARKS RULES AND REGULATIONS GOVERNING SPECIAL EVENTS

- 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.
- 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 Special Event 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 Special Event 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 Special Event 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 Special Event 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, reasonable wear and tear expected, 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 Special Event 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.

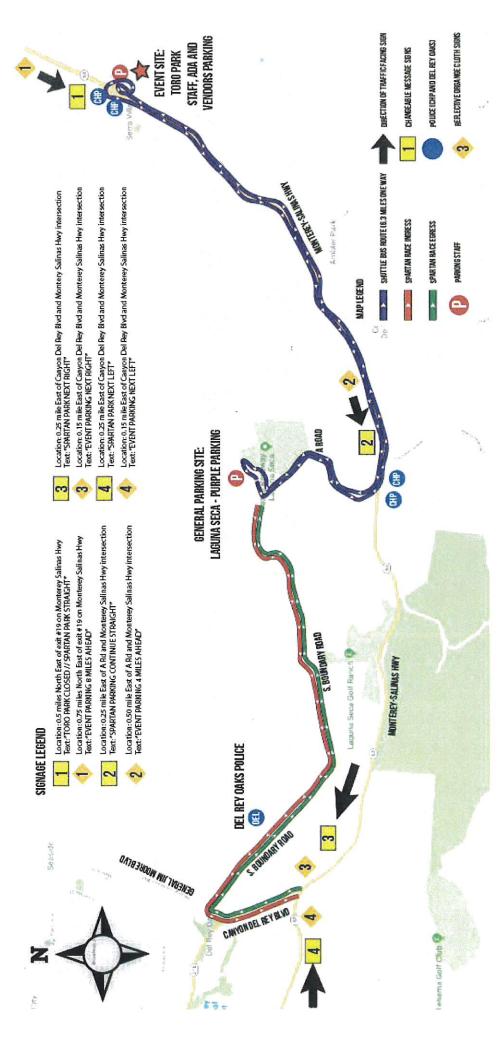
- 21. No structures or sets are to be built unless specifically provided for in a Special Event Agreement, and no shrubbery or trees are to be cut, trimmed, or injured.
- 22. Fires will not be permitted except upon the specific approval of the Director of Resource Management Agency, or designee.
- 23. 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 Special Event 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.

MAPS

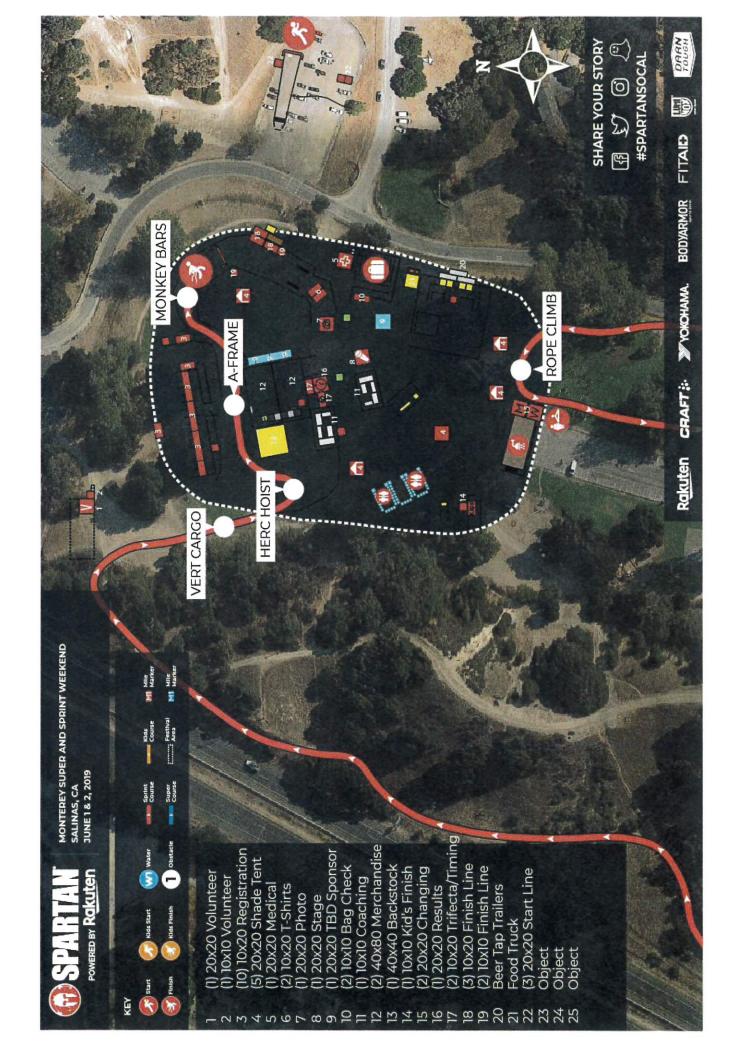
MAPS - MESSAGE BOARD PLACEMENT

ENCROACHMENT PERMIT PLAN - MONTEREY SPARTAN RACE 2019

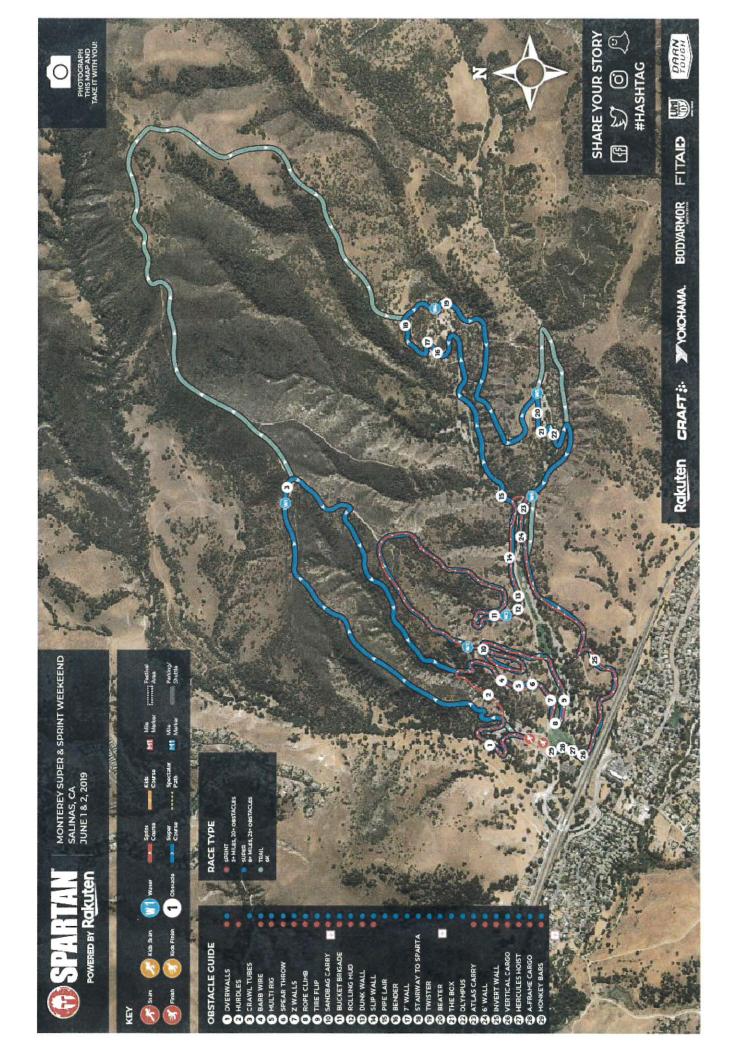


keep the lane clear for shuttles, emergency vehicles and staff. Information about traffic and parking directions will be sent to all spectators, A total of 4 digital message boards will be placed on Monterey-Salinas Hwy to direct the general public to Canyon Del Rey Blvd to access shoulders. Parking attendants will be stationed at the gates of the park to prevent people without passes from entering Toro Park and to public parking at the Purple Parking lot at Laguna Seca for the Spartan Race on June 1st and 2nd, 2019. In addition 6 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 31st and removed on Monday, June 3rd.

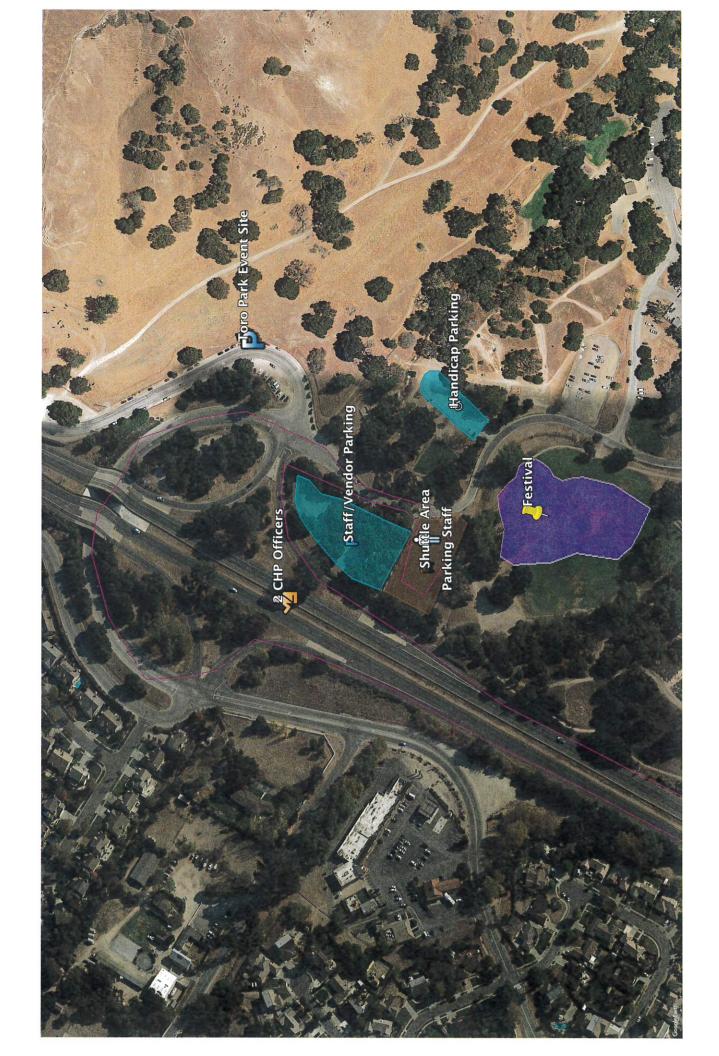
MAPS - MONTEREY FESTIVAL



MAPS - COURSE MAP



MAPS - STAFF ADA PARKING



Agreement No. <u>2019-0009</u> Date: March 20, 2019

EXHIBIT E

SPECIAL PROVISIONS

1. CAMPING

No Camping will be allowed at Toro Park.

2. PARKING AND TRAFFIC CONTROL

- A. Traffic control within the Facility is the responsibility of the CONCESSIONAIRE during the Event. CONCESSIONAIRE shall control all Event-related traffic within Toro Park so as not to interfere with other uses of the Facility.
- B. Parking control within the Facility is the responsibility of the CONCESSIONAIRE during the Event. Parking within the Facility will be allowed for Staff only as determined by CONCESSIONAIRE.
- C. All signage necessary to execute the Parking and Traffic Control Plan is the responsibility of the CONCESSIONAIRE. No directional or informational signs may be attached to permanent park signs.
- D. All traffic control devices, i.e., barricades, cones, etc., are the responsibility of the CONCESSIONAIRE.
- E. CONCESSIONAIRE will see that no unauthorized vehicles will be driven on established lawn area or off-road areas within the Facility. To obtain access by any said vehicle to an off-road area within the Facility, CONCESSIONAIRE or his/her representatives will first contact the assigned COUNTY staff. 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. CONCESSIONAIRE will contract with CHP.

3. CLEAN UP AND SANITATION

- A. Any areas considered private or not open to the public will be maintained by the CONCESSIONAIRE. In addition, all costs associated with such areas will be borne by the CONCESSIONAIRE.
- B. CONCESSIONAIRE shall be responsible for paying for chemical toilets as required by the California Plumbing Code 2016 Table 422.1 for A-5 Occupancy (outdoor activities) as required by the Monterey County Health Department and confirmed by the Deputy Director of Public Works & Facilities. All costs associated with the chemical toilets shall be borne by the CONCESSIONAIRE.
- C. The COUNTY will maintain all permanent restroom facilities during the Event. Permanent restroom facilities not open to the public will be the responsibility of the CONCESSIONAIRE. The cost of any chemical toilets needed to replace permanent restroom facilities being closed to the public shall be borne by the CONCESSIONAIRE.

- D. The County will provide a relatively litter and trash free Event site. The County will put out trash cans and line each with a plastic bag. At the conclusion of your Event, the County will pick-up all empty trash cans and return them to storage.
- E. CONCESSIONAIRE will be responsible for all litter and trash control during the Event, including set up and teardown. Should the Resource Management Agency - Parks be required to empty trash cans or pick-up excessive litter after your event, you will be billed for such service, or have it deducted from your cash bond.
- F. CONCESSIONAIRE shall develop a recycling plan as required by the Monterey County Health Department to recycle waste products generated by the Event including plastic, aluminum, cardboard and cooking oils.
- G. If a dumpster(s) is required for the Event, its cost shall be the responsibility of the CONCESSIONAIRE. CONCESSIONAIRE shall contract for drop off, empty and pick up as needed.
- H. It is the responsibility of the CONCESSIONAIRE to provide grey water disposal facilities in food concession areas.
- It is the responsibility of the CONCESSIONAIRE to provide portable hand wash facilities in food concession areas.
- J. Any showers provided by CONCESSIONAIRE shall be self-contained. No water shall be disposed of on County property.

4. FACILITY DAMAGE

- A. Any changes or alterations to the park facilities or grounds must have prior written approval from COUNTY. All changes, alterations, or damages resulting from the CONCESSIONAIRE's activities must be restored, repaired and/or replaced after the event to the satisfaction of the COUNTY.
- B. Control measures to minimize potential erosion damage from Event participants and spectators to the park grounds will be provided at the CONCESSIONAIRE's expense: including temporary fencing around sensitive areas, security staff and signage of event areas as determined by COUNTY. Erosion damage will be repaired at the CONCESSIONAIRE's expense under COUNTY supervision no later than five (5) days after the Event. CONCESSIONAIRE will have equipment and materials, i.e., tools, seed, straw, on-site prior to the conclusion of the Event.
- C. CONCESSIONAIRE shall provide COUNTY a plan for remediation of all damages to and/or alterations of property, including timeline for repairs and materials and methods to be used. COUNTY must approve the proposed Remediation Plan.

5. ADVERTISEMENT

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

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6. <u>MISCELLANEOUS</u>

COUNTY must be furnished a list and location map of all vendors associated with your Event no later than three (3) weeks prior to your Event. This list must include food, merchandise and information vendors. All vendors must be consistent with the mission the Event and with Monterey County regulations.

EXHIBIT F

PROHIBITED AREAS

