

Attachment C



Siskiyou County Flood Control and Water Conservation District

Lake Siskiyou Special Event Application and Permit

A **Special Event Permit** is required for organized races, walks, runs, bicycle rides or other events that will be held on property owned by the Siskiyou County Flood Control and Water Conservation District (the "District"). An event organizer must submit the completed permit application to the address listed below a minimum of two (2) months prior to the event date.

Siskiyou County Flood Control and Water Conservation District
Attention: Project Coordinator
190 Greenhorn Rd
Yreka, California 96097
(530) 842-8220
Email: generalservices@co.siskiyou.ca.us

Upon approval of the permit application, a copy will be returned to the event organizer and will serve as the Special Event Permit for the event.

Instructions for Completing the Application for Special Event Permit

- Identify the name, date, time, and type of event.
- Specify the District property and/or facilities that will be utilized for the event. If the event will also use adjoining roads or property such as Siskiyou County roads, National Forest lands or roads, or private property, please provide a general description of such use.

Please note that separate approvals or permits may be required from other agencies or property owners, such as an encroachment permit from Siskiyou County for use of county roads or a special use permit from the U.S. Forest Service.

- Provide the permit applicant's name and address. The event organizer is always the "Applicant". The Applicant may be an individual, municipality, organization, or group. **The Applicant assumes full responsibility for the event even if other organizations will be involved.** The Permit will be issued to the Applicant who will be responsible for complying with all of the terms of the Permit. Identify an Authorized Representative who will be the contact person.
- Provide the information listed on Pages 2 and 3 of the Application.
- Acknowledge permit terms and conditions; provide Applicant/Authorized Representative's signature and date.



**Siskiyou County Flood Control And
Water Conservation District
Application for Special Event Permit**

Event:

Name of Event

Date(s)

Times

Estimated # of Participants

Description of Event:

Properties/Facilities Where the Event Will Be Held (Physical Location):

Applicant Information:

Applicant (individual, business, etc.)

Authorized Representative (If different)

Mailing Address

Telephone (include area code)

City, State, Zip Code

Cell Phone (include area code)

Officiating Organization (if any)

Email Address

Website

The following information shall be submitted at the time of application:

- **Map**
The applicant shall provide a map of the event.
- **Operation and Safety Plan**
The applicant shall provide an Operation and Safety Plan, which includes the applicable items from the Operation and Safety Plan Checklist.

The following information shall be submitted a minimum of two weeks prior to the event(s) date(s.)

- **Insurance Certificate (Must be in Applicant’s name with District listed as an additional insured)**
The applicant shall provide acceptable documentation of required insurance before a permit can be issued. (See paragraph 8 of **Responsibilities and Obligations of Applicant** for required insurance types and limits.)

Acknowledgment. On behalf of the applicant, I hereby request a Special Event Permit and acknowledge and agree to the Responsibilities and Obligations set forth in this permit and warrant compliance therewith.

**To be completed by District
Special Event Permit Approved By:**

Applicant / Authorized Representative’s Signature

District Representative’s Signature

Date

Date

Responsibilities and Obligations of Applicant

1. **Limitations on Use.** The specific site identified in this permit, and only that portion identified, will be available for non-exclusive use by Applicant for the purpose stated in this permit and only on the date(s) and for the duration designated in this permit. The authorization herein shall be only for the actual duration of the event.
2. **Suitability of Property for Use.** The Siskiyou County Flood Control and Water Conservation District (the "District") makes no representation or warranty that the District-owned property used for the event has been designed, constructed, or maintained for the purpose of conducting the event. The Applicant assumes full responsibility for planning and conducting a safe and orderly event that does not expose participants or the public to any unreasonable hazards and that involves a minimal disruption of the normal uses of the District-owned property. **It shall be the sole obligation of the Applicant to determine whether the site is suitable for the purpose of safely conducting the event.**
3. **Conduct of Event.** The District is not obligated to provide any personnel to assist in the conduct of the event. The Applicant assumes all responsibility for the set-up, conduct and break-down of the event. The Applicant assumes all responsibility for the control of the event and event site and warrants that the event site has been inspected, and that any perceived defects have been or shall be reported to the District and that adequate provision has been or shall be taken to mitigate and/or separate event participants from these perceived hazards. Applicant agrees to notify the District in the event an unsafe or hazardous incident or condition occurs or exists immediately upon the discovery of such incident or condition.
4. **Operation and Safety Plan.** An Operation and Safety Plan is made a part hereof and attached hereto.
5. **Notice to and Cooperation with Concessionaires.** Portions of the District's property are licensed to concessionaires. Applicant will provide notice to the concessionaires regarding the date(s) and time(s) of, and number of participants anticipated in, the event. Notice will be given to the concessionaires as early as possible, but in no event later than one (1) month in advance of the event. Applicant agrees to comply with the reasonable requests of concessionaires to ensure that the event causes minimal disruption to the business operations of the concessionaires.
6. **Participant/Contestant Waivers.** The Applicant agrees that, prior to the commencement of the event, the Applicant shall obtain the signature of each participant/contestant on a statement, in a form approved by the District, by which, among other things, each participant/contestant assumes all risks connected with participation in the event and provides a waiver of liability in favor of the District (and in favor of Applicant, at Applicant's discretion). A sample Waiver is attached hereto.
7. **Compliance with Laws.** The Applicant assumes all responsibility for assuring that the use of the District's property conforms to applicable requirements of law,

including, but not limited to, the conditions of use set forth herein. The privilege granted by the permit does not authorize any infringement of federal, state or local laws or regulations, and is limited to the extent of the authority of the District.

8. **Insurance Requirements.** The Applicant shall provide the District with proof of the following insurance coverage prior to the commencement of the event. Different insurance requirements may be approved on a case-by-case basis upon request to the District.
 - a. **Commercial General Liability Insurance.** The Applicant shall maintain an occurrence form commercial general liability policy or policies in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage and Two Million Dollars (\$2,000,000) general aggregate.
 - b. **Automobile Insurance.** Where automobiles or other vehicles will be used in relation to the event on District property, the Applicant shall maintain a commercial or other automobile policy or policies insuring against liability for bodily injury, death, or damage to property and other mandatory coverages, relating to the use, operation, loading or unloading of any of Applicant's automobiles (including owned, hired and non-owned vehicles) on and around the site/event. Coverage shall be in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence.
 - c. **Proof of Insurance.** The policy or policies shall be in Applicant's name and shall list the District as an additional insured. The Applicant shall provide District with a certificate of the insurance policy and/ or policies and appropriate endorsement evidencing effectiveness of coverage, which coverage shall remain in effect through the duration of the Permit. The policy or policies shall be written by an insurance company or companies acceptable to the District, licensed to do business in the State of California. Applicant shall comply with the terms and provisions of all insurance policies.
9. **Indemnification.** In addition to the protection afforded by the insurance provision herein, the District shall not be liable for any damage or injury to the Applicant, employees, event organizers and volunteers, or participants, or any other person, or to any property, occurring on the site covered by this permit or any part thereof associated in any way with Applicant's use of the site. To the fullest extent permitted by law, the Applicant agrees to defend, indemnify and hold harmless the District, and its officers, officials, employees and agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of any claim for personal injuries, property damage or wrongful death associated in any way with the Applicant's, or participants', use of the permitted site(s), or in any way related to the event, no matter how caused.
10. **Revocation of Permit; Termination of the Permit.** The Executive Director reserves the right to revoke or annul the permit at any time, at his/her discretion without a hearing or the necessity of showing cause. The District shall have the right, in its sole discretion, at any time to terminate this permit, or any portion thereof, should it be

necessary due to District operations or other reasonable need of the District, by giving written notice of termination of the permit. Any termination by the District shall in no way constitute or be deemed a breach of this permit and no liability shall be incurred by or arise against the District, its agents and employees for loss of profits or any other damages.

11. **Applicant's Use of Property.** The Applicant shall exercise due care in its use of District property. Applicant shall not alter or damage the District's property and/or facilities. Upon the expiration or termination of the issued permit, the event site shall be in as good a condition as on the effective date of this permit, ordinary wear and tear excepted. **The Applicant shall designate a representative to conduct both a pre-event and post-event field review of the event course with a District representative to determine what damage may or may not have resulted from the event.** The District representative is given the authority to determine if any of the post-event damage is required to be repaired.
12. **Site Care and Restoration (if necessary and conducted by the District).** A guarantee deposit in an amount designated by the Executive Director of the District may be required before a permit is issued to guarantee restoration of the event site to its original condition. If the District is obliged to restore the event site to its original condition, the costs to the District will be deducted from the amount of the Applicant's guarantee deposit at the conclusion of the work. The Applicant agrees to be responsible for any costs in excess of the guarantee deposit on file and will be billed directly therefore. If there is no guarantee deposit required, a statement of restoration costs and expenses will be submitted to the Applicant within 30 days after the completion of the event. The Applicant shall make payment of this amount, if any, within 60 days after the completion of the event.
13. **Other Authorities.** The Applicant may be required to obtain approval from other authorities for this event. The Applicant agrees to abide by and conform to such other guidelines, permit, ordinance, rule and/or regulation and shall be responsible for coordinating the event with such other authorities.
14. **Agency's Representative.** The Executive Director of the District, or his/her designee, shall be, and hereby are, authorized to act for and on behalf of the District.
15. **Costs Incurred by Issuance of this Permit.** All costs beyond the limits of liability insurance and surety deposits are the responsibility of the Applicant. The District shall be held free of any costs incurred by the issuance of this permit, direct or indirect.
16. **Transferability of Permit.** This permit is transferable and assignable only with the written consent of the Executive Director of the District.

Event Course Field Reviews

The **PRE-EVENT** field review of the event course took place on _____.
Date

Applicant / Authorized Representative's Signature

District Representative's Signature

Date

Date

The **POST-EVENT** field review of the event course took place on _____.
Date

- ____ Post-Event Damage is required to be repaired.
- ____ No Post-Event Damage is required to be repaired.

Applicant / Authorized Representative's Signature

District Representative's Signature

Date

Date

Operation and Safety Plan Checklist

Please supply the following information or note as “Not Applicable.”

Event Map

- show start and finish lines, and direction of event travel through District property
- show all District facilities being used by the event (roads, trails, parking lots, etc.)
- show types and locations of all event personnel (e.g., law enforcement, volunteers, medical)

Description of Event

- identify event starting and ending times and locations
- provide racecourse description
- describe sequence of event activities, including setup and cleanup

Table of Intersections

- identify all intersections on or entering District property through which racecourse will pass and identify the existing type of traffic control (e.g., stop, yield, no control)
- list proposed type of traffic control during event (e.g., no change, police officer) at each intersection and at other location where event participants will violate the “rules of the road” or where traffic will be required to stop where they would not normally have to stop

Coordination

- describe any coordination with state/local law enforcement
- describe any coordination with other entities (e.g. concessionaires, Forest Service)

Event Day Communications

- describe communications system used by event personnel, volunteers, law enforcement, emergency personnel

Emergency Services

- describe how emergency services will be provided during the event for event participants and spectators

Spectator Control

- indicate whether any special measures are being taken to control spectators

Pavement Markings

- provide a sketch of each location where temporary pavement markings will be placed on District property and materials to be used.

Event Day Signage – for event participants

- list locations for signs on District property or show on a map

- provide sign dimensions, text, material, and posting method
- specify what day signs will be placed and when they will be removed

Other Items

- describe any use of vehicles on District property for the event
- describe whether the event will rely upon existing restrooms or if supplemental facilities will be provided by the event organizer

Assumption of Risk and Waiver/Release for Injuries, Damages and Claims to Participate in Special Event

Name of Event: _____

I hereby acknowledge that participation in this Event constitutes an extreme test of my physical and mental abilities and carries with it the potential for death, serious injury and/or property loss. I hereby expressly assume all risk of injury and damage and consent not to sue and release the Siskiyou County Flood Control and Water Conservation District, the County of Siskiyou, the Siskiyou Power Authority, and their employees, officers, officials, and agents, from all liability and claims, known or unknown, of whatever nature or cause, whether caused by the District's negligence or any other reason, which may occur as a result of my participation in this Event.

Acknowledgement of Understanding. I have read the Assumption of Risk and Waiver/Release and fully understand its terms. I acknowledge that I am signing it freely and voluntarily.

A copy of this waiver shall be retained by the applicant and provided to the District upon request.

Printed Name of Participant/Contestant

Signature of Participant/Contestant

Address

Date

If Participant/contestant is a minor (less than 18 years of age), a parent or legal guardian must also sign:

Printed Name of Parent/Legal Guardian

Signature of Parent/Legal Guardian

Relationship to Participant/Contestant

Date