

Port San Luis Harbor District



Beach/Ocean Clean-Up Permit Application

Applicant Information

_____		_____	
*Applicant (Your Name)		Company or Organization, if any	
_____		_____	
Applicant E-Mail		Event Coordinator (if different from applicant)	

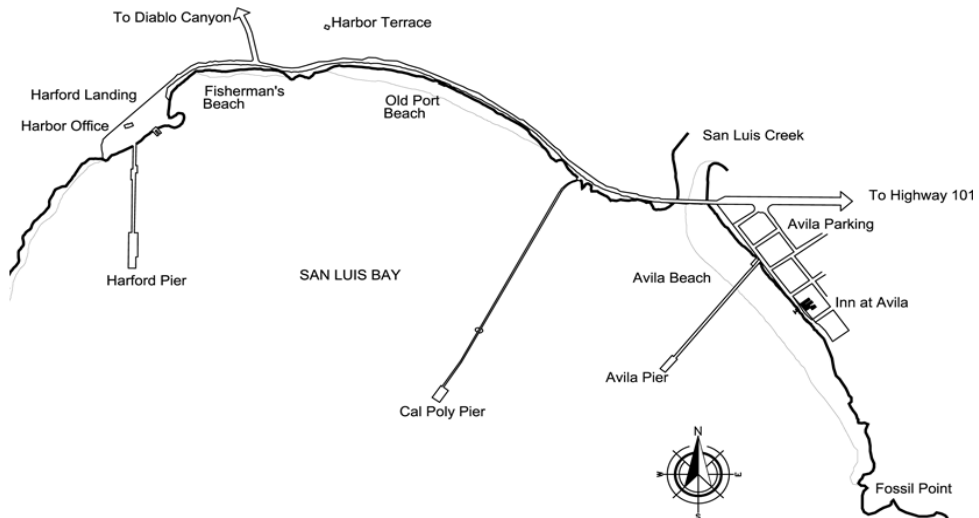
Applicant Mailing Address		City	State Zip Code
_____	_____	_____	_____
Day Phone	After Hours Phone	Cell Phone	

Day and Times

Event Date(s):	Estimated Number of Participants:
Set-Up Time: <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Break-Down Time: <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.

Event Title & Location

Event Title:			
Identify location(s) below, and mark area(s) with an 'X' on map.			
<input type="checkbox"/> Avila Beach -East of Pier	<input type="checkbox"/> Avila Beach - West of Pier	<input type="checkbox"/> Olde Port Beach	Other: _____



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Additional Event Information

<p>Are you aware that events held on Port San Luis Harbor District property require liability insurance coverage?*</p> <p><input type="checkbox"/> no <input type="checkbox"/> yes</p>	<p>You must check yes and submit a Certificate of Insurance for Event Liability coverage, including bodily injury and property damage, in the amount of \$1,000,000 naming Port San Luis Harbor District, 3950 Avila Beach Dr., PO Box 249, Avila Beach, CA 93424, as an additional insured with a \$2,000,000 aggregate.</p>
<p>Applicant agrees to obtain participant waivers.</p> <p><input type="checkbox"/> no <input type="checkbox"/> yes</p>	<p>You must check yes and agree to obtain a signed waiver of liability and assumption of risk affidavit from each event participant indemnifying Port San Luis Harbor District. Applicant agrees to retain, and make available to District upon written request, signed waiver forms for a minimum of two years from date of event. A sample waiver form is attached to this permit application.</p>
<p>Applicant agrees to provide all necessary supplies to participants in beach clean-up.</p> <p><input type="checkbox"/> no <input type="checkbox"/> yes</p>	<p>You must check yes and provide trash bags and gloves to all beach clean-up participants.</p>
<p>Will your event secure services from any commercial enterprise?</p> <p><input type="checkbox"/> no <input type="checkbox"/> yes</p> <p>_____</p> <p>_____</p> <p>_____</p> <p style="text-align: center;">Name(s) of Organization</p>	<p>If you checked yes, you must provide a certificate of insurance for each organization.</p>
<p>Will you set up any canopies, tables, chairs or other special equipment at your event?</p> <p><input type="checkbox"/> no <input type="checkbox"/> yes</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p style="text-align: center;">Equipment Description</p>	<p>Describe equipment, dimensions, and number. All equipment including, but not limited to, canopies, tables and chairs must be identified. The District may require that any equipment not identified be immediately removed from District property.</p>
<p>Have you read and do you understand the District rules, regulations and information regarding special events? <input type="checkbox"/></p> <p><input type="checkbox"/> no <input type="checkbox"/> yes</p>	<p>You must read the rules, regulations and information regarding special events and check yes or your application will be denied.</p>

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Applicant's Agreement to Indemnify

Applicant agrees to investigate, defend, indemnify and hold harmless Port San Luis Harbor District, 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 District, its officers, employees and agents may incur, sustain or be subjected to on account of 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 employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any District premises under this agreement to the extent permitted by law.

Signature of Applicant: _____ Date _____

District's Support of Beach/Ocean Clean-Up Event and Waiver of Permit Fee

To further the goals and objectives of the Port San Luis Harbor District to provide safe and clean public access to its beaches and the ocean, the District agrees to support this Beach/Ocean Clean-up Event by waiving the permit fee.

For Harbor District Office Use Only

Proof of Insurance Received <input type="checkbox"/> no <input type="checkbox"/> yes	Sample Waiver Form Received? <input type="checkbox"/> no <input type="checkbox"/> yes
Approved? <input type="checkbox"/> yes <input type="checkbox"/> no _____ Reason	Reviewed By _____
APPROVAL	
The within permit is approved subject to the terms set forth above.	
AUTHORIZED REPRESENTATIVE: _____	
DATE: _____	

**WAIVER OF LIABILITY AND EXPRESS ASSUMPTION OF RISK
(PLEASE READ CAREFULLY)**

I, the undersigned, agree as follows:

1) I am volunteering my services for the Beach/Ocean Clean-up Event taking place on _____ (“the Event”); 2) I will perform assigned tasks that are within my physical capability, and I will not undertake tasks that are beyond my ability; 3) I will not participate if under the influence of alcohol or any drug that could impair my physical or mental abilities; 4) I am familiar with the safe operation and use of machinery, equipment and tools that I may utilize in connection with the Event, and I will not undertake to use any machinery, equipment or tools with which I am unfamiliar or do not know how to operate safely; 5) I have received appropriate instruction regarding this Event, including appropriate safety and emergency procedures, and I fully understand those instructions and I agree, after proper inspection, to use only the supplies, tools and equipment provided by Event organizers; 6) I will perform only those tasks assigned, observe all safety rules, and use care in the performance of my assignments; 7) I specifically acknowledge that I am engaging in this activity as a volunteer and not as an employee, agent, official, officer or representative, and further acknowledge that I am not entitled to any compensation, benefit or insurance coverage nor will I make any such claim.

I understand and agree that neither the Event Sponsor and Organizers or Port San Luis Harbor District nor any of their employees, officers, agents or assigns, (collectively referred to as “Released Parties”), may be held liable or responsible in any way for any injury, death or other damages to me or my family, heirs, or assigns that may occur as a result of my participation in the Event, or as a result of product liability or the negligence of any party, including Released Parties, whether passive or active.

I understand that cleaning up beaches or inland water areas involves certain inherent risks, including but not limited to, the risks of possible injury, infection or loss of life as a result of contact with needles, condoms, metal objects, burning embers or other hazardous materials, wild animals, poisonous plants, snakes, or from over-exertion or environmental conditions, including but not limited to flooding, rockslides or dangerous terrain. Despite the risks, I still choose to participate in such activity.

No known physical or health limitation prevents me from safely participating in this Event. In consideration for being allowed to participate, I personally assume all risks, whether foreseen or unforeseen, in connection with the Event of any harm, injury or damage that may befall me as a participant.

If I am injured during the Event, I authorize any physician licensed in California to perform emergency treatment as in his or her sole judgment may be necessary. I am over the age of eighteen and legally competent to sign this liability release, or I have acquired the written consent of my parent or guardian. I understand that the terms herein are contractual and not a mere recital, this instrument is legally binding, and I have signed this document of my own free act.

I hereby release and hold harmless the Released Parties from any claim or lawsuit for personal injury, property damage, or wrongful death, by me, my family, estate, heirs, or assigns, arising out of participation in the Event, including both claims arising during the activity and after I complete the activity, and including claims based on negligence of other participants or the Released Parties, whether passive or active.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK.

Print Participant's Name	Date	Address	Phone
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Signature of Participant	Address	E-mail
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IF PARTICIPANT IS UNDER 18, THE PARENT (OR GUARDIAN, IF ANY) MUST SIGN.

I am the parent or legal guardian of the above participant and he/she has my permission to participate in Beach Cleanup Activities. I have read and agree to the provisions stated above. Further, I understand and agree that the sponsors and organizers of the Event are not responsible for supervision of minor participants and that if I allow the above minor to participate without my supervision, I assume all the risks from such participation.

Signature of Parent or Legal Guardian	Date	Address	Phone
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Address	E-mail
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