



Santa Cruz County Parks

979 17th Avenue

Santa Cruz CA, 95062

Ph: (831) 454-7901 – Fax (831) 454-7940

www.scparks.com

Adopt-A-Beach Permit Application

Please print all information

Thank you for your participation in the Adopt-A-Beach program. Please review this packet, then fill out and sign the application. When the application has been approved, you will receive written confirmation.

Applicant/ Contact Person: _____

Organization Name (if applicable): _____

Address _____

City _____ State _____ Zip Code _____

Day Phone (____) _____ Cell Phone (____) _____

Email Address _____ Fax (____) _____

Requested beach or beach access location(s):

Requested beach clean-up date(s) and times:

Requested materials and quantity needed for beach clean-up (trash and/or recycle bags, gloves, etc.):

Please return the following documentation to the Facilities office after the beach clean-up:

- ___ Adopt-A-Beach Group Participation Agreement and Indemnification Form (if applicable)
- ___ Adopt-A-Beach Waiver of Liability and Express Assumption of Risk
(to be signed by all participants, or parent/guardian if under 18)

For more information about the California Coastal Commission's Adopt-A-Beach program, please refer to their website: www.coastal.ca.gov/publiced/aab/aab1.html. Save Our SHores provides additional information about local beach cleanups on their website: <http://saveourshores.org/volunteer/adopt-a-beach/>.

Disclaimer:	
<p>The undersigned states: The information I have provided to Parks is true and correct; If this Permit is issued to a group or entity, I am the authorized representative of the group or entity, and I am empowered to make this agreement on its behalf; I have received a copy of the Terms and Conditions and Assumption, Waiver, and Indemnity documents, and have read and understand them. Both individually and on behalf of the group or entity, I agree to them, and will comply with them as well as all laws and ordinances of the County of Santa Cruz, the State of California, and the United States.</p>	
_____ Permittee Signature	_____ Date

Department Use Only

Parks Department Approval: _____

Confirmed Date: _____ Contract # _____

**ADOPT-A-BEACH GROUP PARTICIPATION AGREEMENT
AND INDEMNIFICATION FORM**

WHEREAS _____, and the California
(Group/School Name)

Adopt-A-Beach Program recognize the need and the desirability of litter-free beaches; and

WHEREAS, the California Adopt-A-Beach Program recognizes our group as an adopting school or organization for
_____, and
(Adopted Beach)

WHEREAS, our group recognizes the potentially hazardous nature of beach cleanup activities, and desires to protect the health and safety of ie cleanup participants:

Now, therefore, our group agrees to inform cleanup participants of safe methods to use in carrying our beach cleaning activities; and

FURTHER, _____
(Name of Participating Group/School)

agrees to indemnify and hold harmless, the State of California, the California Coastal Commission, the California State Parks, the California State Parks Foundation, all other organizers or sponsors or property owners involved in the Adopt-A-Beach program, and any of their respective employees, officers, agents, or assigns (hereafter collectively referred to as "Released Parties") from any claim of liability for personal injury, property damage, or wrongful death, arising out of, or connected with the group's participation in Adopt-A-Beach activities however caused, including but not limited to the negligence of the released parties, whether passive or active.

FURTHER, our group is aware that during the scheduled beach cleanups, volunteers from outside our groups may be assigned to our group's section of beach, and

FURTHER, our group accepts the responsibility of caring for the beach and promoting awareness in our community of the problems caused by marine debris and the need for protecting coastal and ocean resources for a period of one year, beginning _____, 20 _____, with cleanups scheduled on the following dates:

1st _____ 2nd _____ 3rd _____

Signed _____
(Authorized Group Leader/School Official)

GENERAL INFORMATION

Name of Group _____

Contact Person _____

Address _____

Phone (w) _____ (h) _____

Approximate number of people in the group _____

Beach Manager _____

ADOPT-A-BEACH WAIVER OF LIABILITY AND EXPRESS ASSUMPTION OF RISK

(PLEASE READ CAREFULLY)

I, _____, HEREBY CERTIFY THAT I AM AWARE OF THE INHERENT HAZARDS OF A BEACH CLEANUP.

I agree as follows: 1. I am volunteering my services for the Adopt-A-Beach program (“the Event”) on a voluntary basis without ant of payment of any kind; 2. I will perform assigned tasks that are within my physical capability to the best of my ability, and I will not undertake tasks that are beyond my ability; 3. I am familiar with the safe operation and use of equipment and tools that I may utilize in connection with this volunteer activity, and I will not undertake to use any equipment or tools with which I am unfamiliar or do not know how to operate safely; 4. I acknowledge that I have received and read appropriate instruction regarding this Event, including appropriate safety and emergency procedures, and that I fully understand those instructions and that I agree, after proper inspection, to use only the supplies, tools and equipment provided by the Event organizers; 5. I will perform only those tasks assigned, observe all safety rules, and use care in the performance of my assignments; 6. I specifically acknowledge that I am engaging in this activity as a volunteer, at my own request and risk, and not as a State of California or Foundation employee, agent, official, officer or representative, and further acknowledge that I am not entitled to any compensation, benefit or insurance coverage from the State of California, the Department of Parks and Recreation, the California Coastal Commission, the California State Parks Foundation, the County of Santa Cruz Parks, or any Event promoter or sponsor, nor will I make any such claim,

I understand and agree that neither the State of California, California Coastal Commission, California Department of Parks and Recreation, California State Parks Foundation, the County of Santa Cruz Parks, nor any other organizers or promoters or sponsors or property owners involved in this event, nor any of their respective employees, officers, agents or assigns, (hereinafter 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 this activity, 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 and waterfront 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 found on the bench, or from over-exertion or environmental conditions. Despite these risks, I still choose to proceed in such activity. I know of no physical limitation which should keep me from undertaking the activities associated with this Event. In Consideration for being allowed to participate in this activity, I hereby personally assume all risks in connection with the Event for any harm, injury or damage that may befall me as a participant, including all risks connected therewith, whether foreseen or unforeseen. I further save and hold harmless said activity and Released Parties from any claim or lawsuit for personal injury, property damage, or wrongful death, by me, my **fa state**, heirs, or assigns, arising out of participation in this activity, including both claims arising during the activity and after I complete the activity.

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

BY THIS INSTRUMENT I DO HEREBY EXEMPT AND RELEASE ALL “RELEASED PARTIES,” AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Spelling of Participant’s Name Date Address Phone

Signature of Participant Address

IF PARTICIPANT IS UNDER 18, THE PARENT(S) (OR GUARDIAN(S), IF ANY) MUST SIGN.

The above participant has my permission to participate in the Adopt-A-Beach program. I have read and agree to the provisions stated above. I know of no health limitations which may restrict this volunteer’s participation in this activity.

Signature of Parent(s) or Legal Guardian(s) Date Phone Address

Signature of Parent(s) or Legal Guardian(s) Date Phone Address



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Outdoor Facility Conditions of Use

Hours: Parks facilities may be reserved daily between 10:00 AM - Dusk. Outdoor facilities must be reserved for a minimum of 2 hours Monday through Friday, and 8 hours Saturday, Sunday and Holidays. The hourly rate may be applied to reservations made within 21 days of the desired date.

Reservations: Reservations are made on a first come, first served basis and can be made up to one year in advance. Minors are not eligible to reserve facilities. Full payment is required when the reservation is made.

Alcohol: Alcohol consumption is not permitted in the County Parks outdoor facilities.

Sound Permit: Public address systems, electronic equipment, live music and amplification are subject to certain restrictions determined by individual facilities. A Sound Permit is required for any event using these devices.

Time Limits: Entrance to the facility is limited to the time approved on the permit. If time limits are exceeded, the permittee will be charged an overtime rate of 1-1/2 times the hourly rental rate.

Cancellations: Reservations may be cancelled in person or in writing not less than 14 days prior to the scheduled event, with a permit processing fee of \$100.00 or 50% of the permit fee, whichever is less. Cancellations of less than 14 days receive no refund of fees. Refunds are not given for inclement weather.

Damage: Permittee is responsible for damage or injury to County facilities and equipment. Damage or injury not covered by the amount of the deposit will be invoiced. Labor to repair the facility is charged at current maintenance staff hourly rate. Bills unpaid after 30 days are sent to collections.

Set-up and Clean-up: Permittee is responsible for set-up and clean up of the premises. Please leave facilities and grounds free of debris and other refuse from use. Trash and recyclables must be placed in appropriate containers. The facility must be restored to pre-use conditions.

Decorating: Poster tape and florist wire are the only fasteners permitted. No staples, tacks, nails, or stakes longer than 6 inches please! Release of balloons, birds or butterflies is prohibited by Parks policy. Biodegradable confetti only; no rice throwing.

Activities for Minors: Groups comprised predominately of participants under 21 years of age must be chaperoned at a ratio of one adult (over 21 years) to 12 minors.

No Overnight Storage: If you choose to bring rental equipment, you must arrange for it to be delivered and removed the same day as your reservation.

Flammable Materials: Flammable materials, including candles, are not permitted. Fuels and hazardous materials are not permitted in the park buildings and facilities. Fires must be confined to fireplaces and barbecue areas.

Smoking: Smoking and tobacco products are prohibited in Santa Cruz County Parks.

Checks and Charge Backs: Credit card charge backs and checks returned for insufficient funds will be charged at the current processing fee. Please note that credit cards are charged by Santa Cruz County.

Changes to the Permit: Any changes to the permit must be made in writing by the permittee only. Changes may result in a change in the permit fee. Date changes are subject to a \$50.00 change of date fee. No changes will be made with less than one week notice.

Sub-Lease: Permittee shall not assign or sub-lease any portion of the premises, or any rights under approved permit, without prior written approval of the Department.

Special Conditions: For large, special or unique events, the department may require Permittee to provide additional services, including security, traffic control, first aid services, fire control, special trash collection, and sanitary facilities beyond those available by the Department.

Concessions: The County reserves sole right to control all concessions in and about department buildings and park facilities through separate agreements. Please inquire about concessions agreements if you are planning on selling items or food in the Parks.

Insurance Requirements: Groups charging admission and/or selling alcoholic beverages must furnish the department with a Certificate of General Liability and Property Damage Insurance (one million dollars per occurrence) holding the County as additionally insured. The department may also require insurance for activities that it deems to be high risk.

Deposits: Deposits may be required. If facilities are left in pre-use conditions, the full deposit will be returned. If facility/equipment is damaged, costs to return facility to pre-use condition will be subtracted from the deposit. Refunds will be mailed approximately four weeks following the event.

Public Use: You are reserving a space at a County Park and the park will remain open for use by others. At some parks there may be other events happening at the same time as yours.

Lost Items: The Parks Department is not responsible for items left.

Thank You For Choosing Santa Cruz County Parks

ASSUMPTION OF LIABILITY, WAIVER and INDEMNITY

1. ASSUMPTION OF LIABILITY

Permittee, whether individual, group, or entity, is solely responsible for any and all liabilities to persons or property resulting from use of the Park Facility, including damage to any County property or structures. Permittee will indemnify, defend and hold harmless the County of Santa Cruz, its elected and appointed Boards, Commissions, Officers, Agents, and Employees from any claims, suits, losses or damages for injury to persons or property arising from or connected to this use of the Park Facility.

2. AGREEMENT TO ABIDE BY TERMS AND CONDITIONS

Permittee, whether individual, group, or entity, represents that he/she/it has read these Terms and Conditions, agrees to make them known to persons attending the function or activity, and agrees that no violation of such shall be allowed to occur on the premises or facilities. Permittee understands that permission to use of the Park Facility is contingent upon compliance with these Rules and Regulations (Terms and Conditions) and that permission may be revoked at any time upon failure of persons attending the function or activity to fully comply with these Rules and Regulations (Terms and Conditions).

3. PERMITTEE, OR REPRESENTATIVE, TO BE PRESENT

Permittee, or the group or entity individual named in the Permit, will be present during the entire period of use of the facility.