

APPLICATION AND PERMIT FOR USE OF LAKE JENNINGS FACILITIES



HELIX WATER DISTRICT – LAKE JENNINGS PARK

9535 HARRITT ROAD
LAKESIDE, CA 92040

PLEASE RETURN (MAIL OR E-MAIL) TO:

KIRA HALEY

LAKE RECREATION MANAGER

PH: (619) 596-1333

E-MAIL: kira.haley@lakejennings.org

NAME OF APPLICANT (PERSON OR ORGANIZATION):		DATE OF APPLICATION:
ADDRESS OF APPLICANT:		
CONTACT NAME:	DAYTIME TELEPHONE:	FAX NUMBER OR EMAIL:
DATE(S) REQUESTED:	EXPECTED ATTENDANCE:	TYPE OF EVENT:
ARRIVAL TIME:	DEPARTURE TIME:	WILL ALCOHOL BE SERVED? YES <input type="checkbox"/> NO <input type="checkbox"/>
FACILITY REQUESTED <input type="checkbox"/> ENTIRE LAKE <input type="checkbox"/> HERMIT COVE <input type="checkbox"/> SENTRY POINT <input type="checkbox"/> CAMPGROUND PAVILION <input type="checkbox"/> GAZEBO & GROUP CAMPING	MAXIMUM OCCUPANCY 600 PEOPLE / 200 VEHICLES 300 PEOPLE / 100 VEHICLES 200 PEOPLE / 60 VEHICLES 68 PEOPLE / 20 VEHICLES 30 PEOPLE / 5 VEHICLES	
STATEMENT OF INFORMATION AND CONDITIONS Applicant hereby agrees to and has signed the attached "Voluntary Release and Waiver of Liability and Indemnity Agreement." The undersigned, in use of the District premises, hereby agrees to observe and obey all applicable laws of this state and the rules and regulations of the Helix Water District, including, but not limited to, the terms of the Facility Use Agreement set forth on Page 2 of this application. TERMS: Fees are payable at the time of reservation as set forth in the Facility Use Agreement. <p style="text-align: center;">CONFIRMATION COPY WILL BE RETURNED TO YOU UPON APPLICATION APPROVAL</p> PRINT NAME OF APPLICANT: _____ TITLE: _____ SIGNATURE OF APPLICANT: _____ DATE: _____		
TO BE COMPLETED BY HELIX WATER DISTRICT FACILITY USE FEE: \$ _____ APPROVED BY: _____ DATE: _____ <p style="text-align: center;">POST EVENT CLEAN-UP</p> AMOUNT REFUNDED: \$ _____ APPROVED BY: _____ DATE: _____ BRIEF EXPLANATION: _____		

HELIX WATER DISTRICT FACILITY USE AGREEMENT

To reserve a facility, an Application and Permit for Use of Facilities and Facility Use Agreement must be completed and submitted to the District with all applicable fees.

Use of the District facilities, if approved, will be solely for the purpose specified in the approved Application and Permit for Use of Facilities.

The following rules and regulations apply:

- (1) Visitors shall not damage or deface any lake property.
- (2) No littering. All glass, waste paper, bottles, cans, and other trash shall be placed in the proper receptacles.
- (3) No hunting.
- (4) No firearms, other weapons, bows, arrows, fishing bows, or any spearing device.
- (5) No vehicles off paved roads, except to access campground spaces.
- (6) Visitors shall operate vehicles in a safe manner with regard to traffic and road conditions. They shall not operate vehicles at speeds in excess of the posted speed limit.
- (7) No removal of plants or animals.
- (8) Visitors shall not harm, injure, or kill any bird or mammal or interfere with its habitat.
- (9) No reservoir wading, swimming, or body contact by persons or domestic animals.
- (10) Visitors must observe all posted signs.
- (11) Bicycles are restricted to Bass Road and paved roads inside the campground only.
- (12) No access to the lake and shoreline around the outlet tower as delineated by the buoy line and posted with signs.
- (13) No domestic animals allowed except on Bass Road and in the campground.
- (14) No fish cleaning on premises except by registered campers in designated fish cleaning stations.
- (15) Alcoholic beverages must be used legally and responsibly.
- (16) Smoking inside the Campground Pavilion, Lake Jennings Bait and Tackle Shop, and all restrooms is strictly prohibited.
- (17) Possession or use of illegal drugs is prohibited.

District facilities are subject to rental fees set forth in the Fee Schedule. Fees are due at the time of reservation. Deposits shall be forfeited if reservations are not cancelled within 72 hours prior to the reservation start time, except in cases of rain. Cleaning deposits will be returned to applicant within 72 hours after the end of the rental period, less any charges for excessive clean up or as a result of damages incurred.

All lessees are required to provide proof of \$1,000,000 liability insurance coverage with **Helix Water District, its Board, members of the Board, employees, and authorized volunteers** named as additional insureds. If the lessee wishes to serve alcohol at the event, the lessee must also provide proof of \$1,000,000 host liquor liability coverage. Helix Water District, its Board, members of the Board, employees, and authorized volunteers shall be named as additional insureds on all host liquor liability coverage.

The District provides only the facility specified in the Facility Use Agreement. Any additional required equipment or supplies are the responsibility of the lessee. Requests to store equipment or supplies are subject to space availability and will be charged the appropriate per day rental fee.

Lessees are responsible for all set up and clean up.

SIGNATURE OF APPLICANT: _____ **DATE:** _____



HELIX WATER DISTRICT – LAKE JENNINGS PARK
9535 HARRITT ROAD
LAKESIDE, CA 92040

Please return along with the
APPLICATION AND PERMIT FOR USE OF THE FACILITIES FORM

VOLUNTARY RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being permitted to enter upon and access Helix Water District's Lake Jennings facilities for any purpose including, but not limited to, observation, use of any facilities or equipment, or participation, in any way, the undersigned hereby acknowledges, agrees and represents that he/she has inspected, or immediately upon entering will inspect such premises and facilities. It is further warranted that such entry in Helix Water District's Lake Jennings facilities for observation, participation, use of any facilities or equipment, or participation constitutes an acknowledgement that such premises and all facilities or equipment thereon have been inspected and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation or use.

In further consideration of being permitted to enter upon and access Helix Water District's Lake Jennings facilities for any purpose including, but not limited to, observation, use of facilities or equipment, or participation, in any way, the undersigned hereby agrees to the following:

The undersigned hereby releases, waives, discharges and covenants not to sue Helix Water District, its Board, members of the Board, employees, agents, or authorized volunteers (hereinafter referred to as "Releasees") for any and all liability for any loss or damage to the undersigned, and any claim or demands therefore on account of injury to the person or property or resulting death of the undersigned, or for any loss or damage, and any claim or demands therefore on account of injury to person or property or resulting death of persons attending an event for which undersigned is the approved applicant, including but not limited to the undersigned's guests, invitees, vendors, agents, contractors, or any person in, upon, about, or entering or accessing Helix Water District's Lake Jennings facilities or in any way observing or using any facilities or equipment of the Releasees in connection with the event for which the undersigned is the approved applicant, whether caused by the negligence of the Releasees or otherwise, and whether the risks are known or unknown to the undersigned.

The undersigned hereby agrees to defend, indemnify and save and hold free and harmless Helix Water District, its Board, members of the Board, employees, agents, and authorized volunteers from any and all loss, damage, cost or injury they may incur due to the presence of the undersigned, or the presence of persons attending an event for which undersigned is the approved applicant, including, but not limited to, the undersigned's guests, invitees, vendors, agents, contractors, or any person in, upon, about, or entering Helix Water District's Lake Jennings facilities or in any way observing, using, or accessing any facilities or equipment of the Releasees, in connection with the event for which the undersigned is the approved applicant, whether caused by the negligence of the Releasees or otherwise, including without limitation the payment of attorneys' fees.

The undersigned hereby certifies that he or she is fully aware of the risks and hazards inherent in entering upon and accessing Helix Water District's Lake Jennings facilities and agrees to accept and assume full responsibility for any and all risk of bodily injury, death or property damage due to the acts, omissions, or negligence of Releasees or otherwise while in, about or upon Helix Water District Lake Jennings facilities and/or while using the premises or any facilities or equipment thereon, and assumes full responsibility for and risk of bodily injury, death or property damage to persons attending an event for which undersigned is the approved applicant, including, but not limited to, the undersigned's guests, invitees, vendors, agents, contractors, or any person in, upon, about, or entering Helix Water District's Lake Jennings facilities in connection with the event for which the undersigned is the approved applicant, and whether the risks are known are unknown to the undersigned.

The undersigned further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned has read and voluntarily signs this release and waiver of liability and indemnity agreement, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made. In signing this Agreement, the undersigned expressly waives all rights which it may have under California Civil Code section 1542 which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release, the undersigned expressly acknowledges that this release is intended to include in its effect, without limitation, all claims, know or unknown.

I HAVE CAREFULLY READ AND UNDERSTAND, ACKNOWLEDGE AND AGREE TO THIS RELEASE. I UNDERSTAND THAT I MAY SEEK THE ADVICE OF AN ATTORNEY IN ANY MATTER CONNECTED WITH THIS RELEASE BEFORE SIGNING AND HAVE AGREED TO SIGN THIS RELEASE OF MY OWN FREE WILL.

PRINT NAME OF APPLICANT: _____ TITLE: _____
SIGNATURE OF APPLICANT: _____ DATE: _____