

APPLICATION AND PERMIT FOR USE OF LAKE JENNINGS FACILITIES



HELIX WATER DISTRICT – LAKE JENNINGS

9535 Harritt Road & 10108 Bass Road
Lakeside, CA 92040

PLEASE RETURN VIA EMAIL TO:

Kira McArthur

Lake Recreation Manager

Office: (619) 596-1333

Email: kira.mcarthur@helixwater.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"/>												
<table><thead><tr><th>FACILITY REQUESTED</th><th>MAXIMUM OCCUPANCY</th></tr></thead><tbody><tr><td><input type="checkbox"/> ENTIRE LAKE</td><td>600 PEOPLE / 200 VEHICLES</td></tr><tr><td><input type="checkbox"/> HERMIT COVE 1</td><td>300 PEOPLE / 100 VEHICLES</td></tr><tr><td><input type="checkbox"/> SENTRY POINT</td><td>200 PEOPLE / 60 VEHICLES</td></tr><tr><td><input type="checkbox"/> CAMPGROUND PAVILION</td><td>68 PEOPLE / 20 VEHICLES</td></tr><tr><td><input type="checkbox"/> GAZEBO & GROUP CAMPING</td><td>30 PEOPLE / 5 VEHICLES</td></tr></tbody></table>			FACILITY REQUESTED	MAXIMUM OCCUPANCY	<input type="checkbox"/> ENTIRE LAKE	600 PEOPLE / 200 VEHICLES	<input type="checkbox"/> HERMIT COVE 1	300 PEOPLE / 100 VEHICLES	<input type="checkbox"/> SENTRY POINT	200 PEOPLE / 60 VEHICLES	<input type="checkbox"/> CAMPGROUND PAVILION	68 PEOPLE / 20 VEHICLES	<input type="checkbox"/> GAZEBO & GROUP CAMPING	30 PEOPLE / 5 VEHICLES
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STATEMENT OF INFORMATION AND CONDITIONS <p>Applicant hereby agrees to and has signed the attached "Voluntary Release and Waiver of Liability and Indemnity Agreement."</p> <p>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 additional terms set forth on Page 2 of this application.</p> <p>TERMS: Fees are payable at the time of reservation as set forth on Page 2 of this application.</p> <p>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: _____												
POST EVENT CLEAN-UP														
AMOUNT REFUNDED: \$ _____	APPROVED BY: _____	DATE: _____												
BRIEF EXPLANATION: _____														

HELIX WATER DISTRICT ADDITIONAL TERMS AND CONDITIONS

To reserve a facility, an Application and Permit for Use of Facilities and the additional terms set forth 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 Lake Jennings Rules and Regulations apply, including, but not limited to, the following:

- (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 and Sentry Point.
- (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 reasonable and verifiable charges for excessive clean up or to the extent of any reasonable amount due the District hereunder resulting from any actual and substantiated damages cause by applicant.

All lessees are required to provide proof of \$1,000,000 liability insurance coverage per day 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 these Additional Terms and Conditions. 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

9535 Harritt Road & 10108 Bass 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. At the time of reservation, the District shall disclose to the undersigned any safety issues and/or defects of the facility or equipment which the District is aware of. It is further warranted that such entry in Helix Water District's Lake Jennings facilities for observation, participation, or use of any facilities or equipment constitutes an acknowledgement that such premises and all facilities or equipment thereon have been inspected and that, to the best of the undersigned's knowledge, the facilities or equipment are 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, and contractors, except if and to the extent caused by the negligence or willful misconduct of the Releasees.

The undersigned hereby agrees to defend, indemnify and save and hold free and harmless the Releasees and each of them from any and all loss, damage, liability, cost or injury they may incur which is caused by the undersigned, or persons authorized by the undersigned to attend an event for which undersigned is the approved applicant, including, but not limited to, the undersigned's guests, invitees, vendors, agents, and contractors, except if and to the extent caused by the negligence or willful misconduct of the Releasees.

To the best of the undersigned's knowledge, 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 the undersigned 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 authorized by the undersigned to attend an event for which undersigned is the approved applicant, including, but not limited to, the undersigned's guests, invitees, vendors, agents, and contractors..

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 THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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, known 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: _____