

Permit # \_\_\_\_\_

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\*\*\*\*\***LOS ANGELES RIVER RECREATION ZONE PERMIT**

Permit applicant: \_\_\_\_\_ (“Permittee”)

Permit for use of the Los Angeles River Recreation Zone managed by the Mountains Recreation and Conservation Authority (“MRCA”)

Date of Permit \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_

BOATING (if applicable)

Put-in (Launch) time(s) \_\_\_\_\_

**Recitals**

- A. MRCA is the manager of the Los Angeles River Recreation Zone (hereinafter the “Zone.”)
- B. The MRCA is a joint exercise of powers agency formed by the Santa Monica Mountains Conservancy (“SMMC”), the Conejo Recreation and Park District (“Conejo”) and the Rancho Simi Recreation and Park District (“Rancho Simi”) pursuant to California Government Code Section 6500, *et seq.*
- C. The MRCA’s mission is to buy, preserve, protect, restore and enhance treasured pieces of Southern California to form an interlinking system of urban, rural river parks, open space, trails, and wildlife habitats that are easily accessible to the general public. All payments generated from permits for use of land operated or managed by the MRCA are used by MRCA to operate and manage MRCA land in a manner consistent with its mission.
- D. The MRCA is a public park agency and owns and manages public parkland in trust for the people of California. All parties to this Permit understand and acknowledge that the primary responsibility of the MRCA and its employees is to further its mission and to ensure that public parkland in its trust remains safe, secure and open to the public.
- F. MRCA has been authorized by the City of Los Angeles to operate and enforce the provisions of the MRCA Ordinance in and over the Zone, located in the City of Los Angeles, California.

- F. The MRCA hereby agrees to issue this permit for the Zone to \_\_\_\_\_ subject to the terms outlined herein.
- G. Extension of this period may be granted, in writing, at the discretion Executive Officer of the MRCA or his designee.

Therefore, incorporating the above recitals, this Permit is issued pursuant to and subject to the following:

### **1. Terms and Conditions**

- A. Permittee agrees to pay the fee associated with its use of the Zone under this permit pursuant to Exhibit A, attached hereto and incorporated by reference herein. MRCA's determination regarding type and amount of permit required hereunder is final.
- B. Permittee understands that this Permit is being issued at the sole discretion of the MRCA and Permittee understands that the activities permitted hereunder shall be limited to lawful activities that are necessary and customary for the permitted uses, subject to the terms and conditions herein.
- C. MRCA and Permittee agree that the scope of use of the Zone under this Permit is also subject to the particular terms of usage for the Zone as outlined in Exhibit B, attached hereto and incorporated by reference herein.
- D. Permittee will exercise the utmost care to see that no natural, historic or cultural features are injured and, after completion of the program, the area will, as required by the official in charge, either be cleaned up and restored to its prior condition or left, after clean-up, in condition satisfactory to the official in charge.
- E. Photographing or filming of resident wildlife will be permitted only when such wildlife will not be molested, harmed, or disturbed thereby.
- F. Permittee understands that they, their designated agents, and all program participants are required to comply with all park regulations. If Permittee, Permittee's designated agents, or Permittee's program participants have violated park regulations, then such violations will be addressed by law enforcement Rangers.

- G. Permittee will ensure that all program equipment meet all state and federal safety standards and regulations
- H. The Permittee, in exercising the privileges granted by the permit shall comply with the regulations of state, county and municipal laws, ordinances, or regulations, which are applicable to the area of operations covered by this permit
- I. Parking is allowed only in areas available on City streets. No vehicles may enter the bike path.
- J. Permittee agrees to comply with any special instruction issued by the MRCA official in charge of the area and to supply MRCA officials with information requested relating to the use of the Zone under this Permit.
- K. No personal gratuity of any nature whatsoever will be offered to any employee of the represented entity in connection with the exercise of the privilege granted under this Permit.
- L. Permittee understands and accepts the following MRCA Ordinance § 3.13:
  - (a) No person shall use parkland for any commercial or filming use without a permit issued by the Executive Officer or the Executive Officer's designee. Commercial filming use may be permitted only when to do so would not damage or impair the natural features of any park, nor unreasonably interfere with public enjoyment of the area. Any person using parkland for commercial filming purposes shall have the original signed permit in their possession and shall display such permit at the request of any employee of the Authority or any peace officer. No person shall violate any term, condition, or limitation of any such permit. Violation of this section is punishable pursuant to § 5.0(a) and § 6.2.1(b)(1).
  - (b) No person shall use parkland for any commercial use without a permit issued by the Executive Officer or Executive Officer's designee. Commercial uses include, but are not limited to, fitness instruction,, dog walking, food vending, and ancillary services for commercial filming as described in subsection (a). Violation of this section is punishable pursuant to § 5.0(a) and § 6.2.1(b)(1).
- M. Extension of this period may be granted, in writing, at the discretion Executive Officer of the MRCA or his designee.



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Property Damage Liability:	\$2 million each occurrence;
Products Damage Liability:	\$2 million.
Medical Payments	\$5,000 each person

Copy of binder attached \_\_\_\_\_

On file at MRCA \_\_\_\_\_

### **5. Hold Harmless/Indemnity**

Permittee hereby agrees to save, hold harmless, and indemnify the SMMC, MRCA, State of California, Conejo Recreation and Park District, Rancho Simi Recreation and Park District, City of Los Angeles, Los Angeles Department of Water and Power, County of Los Angeles, Los Angeles County Flood Control district, and United States Army Corps of Engineers their officers, employees, agents, consultant or affiliates from any and all claims, damages, suits at law or equity of whatever kind of nature for damages to or loss or property or injury or death to persons resulting directly or indirectly from or attributable to the Permittee or its employees or contractors in connection with the activities authorized by this permit excepting only the gross negligence or willful misconduct of SMMC or MRCA.

### **6. Group Administrative Permit Fee Acknowledgment**

Pursuant to Government Code section 831.7, Permittee agrees and acknowledges that the payment of any fee associated with this Permit for the use of the Zone, as outlined in Exhibit A, is strictly a group use administrative permit fee, and not a specific fee for participation any particular recreational activity within the Zone.

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[Signature page follows.]

By signing below, Permittee acknowledges that it has read and understands the terms of this Permit and agrees to be bound by them.

PERMITTEE:

\_\_\_\_\_  
Name:

Date: \_\_\_\_\_

Title:

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Approved by MRCA:

\_\_\_\_\_

Date: \_\_\_\_\_