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# Boat Ramp Permit & Access Card

Finance Department

## Agreement for Use

Select one user type below:

- |  |                                       |  |
|--|---------------------------------------|--|
| Personal Use Only                          | Fishing Guides                        | Shooters                                   |
| <input type="checkbox"/> NEW \$25          | <input type="checkbox"/> NEW \$100    | <input type="checkbox"/> NEW \$10          |
| <input type="checkbox"/> RENEWAL \$10      | <input type="checkbox"/> RENEWAL \$50 | <input type="checkbox"/> RENEWAL \$5       |
| <input type="checkbox"/> EXTRA STICKER \$5 |                                       | <input type="checkbox"/> EXTRA STICKER \$5 |

**All applicants will only receive one (1) access card. No additional access cards are sold. All added vehicles listed must be owned by applicant (with exception of guides).**

**User Information:**

Name	Driver's License No.
Mailing Address	Physical Address
City                      State                      Zip	Phone 1                      Phone 2

**Vehicle Information:**

<u>Vehicle No. 1</u>	<u>Vehicle No. 2</u>
License                                      State	License                                      State
Year                      Make                      Model	Year                      Make                      Model

I understand that the information provided is true and accurate and failure to provide true information or follow the rules may result in the revoking of my privilege for use of the boat ramp. Furthermore, I agree to follow the rules that are attached to this application.

**Signature:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

*For Office Use Only*

PERMIT NO. \_\_\_\_\_ PERMIT NO. \_\_\_\_\_

ACCESS CARD NO. \_\_\_\_\_

EXPIRATION: JUNE 30, 2015

## RULES & REGULATIONS OF BOAT RAMP USE

**The APPLICANT described above desires to obtain an access card from the CITY OF GRIDLEY to gain access to the CITY's boat ramp located on the Feather River. The APPLICANT agrees as a condition of obtaining an access card, and as a condition of using the CITY's boat ramp on the Feather River, to each of the following conditions:**

1. Use of the access card and CITY property may be revoked at any time without notice in the sole discretion of the CITY. THE APPLICANT gains no proprietary interest whatsoever in the use of CITY property by virtue of being issued an access card. Additionally, APPLICANT will be issued a sticker to be attached to the vehicle described in this application. APPLICANT agrees that only the vehicle described above shall be used to access the boat ramp (and shall at all times have the sticker issued affixed thereto). APPLICANT further agrees and understands that any vehicle found inside the gate without a sticker shall be towed from the premises and APPLICANT specifically agrees to pay for the towing charges and storage and other redemption charges associated therewith for any vehicle which enters the premises belonging to APPLICANT, APPLICANT's guests or any person who uses APPLICANT's access card to the premises.
2. The APPLICANT agrees that the issuance of an access card, and access to the CITY's boat ramp is for the sole purpose of allowing the applicant to gain access to the Feather River for fishing, boat launching, parking of vehicles, parking of boat trailers, and for no other purpose. In that regard, APPLICANT agrees that neither he/she nor any person who accompanies him/her to the CITY boat ramp facility shall use CITY property for any other purpose whatsoever aside from those set forth above. In that regard, APPLICANT understands that there is no camping or open fires allowed at the CITY facilities and that vehicles may not be left overnight. The APPLICANT further agrees not to litter, dump or otherwise dispose of trash or other items on CITY property (except in receptacles provided by the CITY for such purpose). The APPLICANT understands that consumption of alcoholic beverages, swimming within 50 feet of the boat launch area, or shooting firearms in the boat ramp area is prohibited. The APPLICANT further agrees to be bound by all other rules and regulations, which the CITY may thereafter promulgate concerning the subject of this agreement.
3. The APPLICANT agrees that the access card issued herein may not be loaned to any other person for any reason whatsoever and any persons who accompany the APPLICANT on his/her boating and fishing activities must be in the APPLICANT's physical presence at all times, including but not limited to when the access card issued herein is used to gain access to CITY property. The access cards issued herein are subject to recall at any time in the CITY's sole discretion. In the event that the access cards are recalled, APPLICANT agrees to immediately return the access card issued and assuming that the CITY decides to reissue access cards, APPLICANT will have to make a new application should he/she desire to obtain a new access card.
4. The APPLICANT agrees that should he/she violate any of the rules and regulations contained in this agreement or hereafter promulgated by the CITY with respect to use of the access card and/or CITY facilities, that APPLICANT shall be subject to immediate forfeiture of his access card, may be prohibited from using CITY facilities in the future (including use of the facilities with another Applicant who has an access card) and further agrees to pay all costs associated with any damage to the CITY OF GRIDLEY occasioned by APPLICANT's violation of this agreement or the rules and regulations promulgated by the CITY. Those costs include and are not limited to the cost of revoking all outstanding permits for access cards, all clerical costs associated with said procedures as well as any reasonable attorney's fees incurred. These fees will be payable as a matter of contract and do not require the institution of a legal action to be due and payable.
5. The APPLICANT agrees that all persons who accompany him/her on CITY facilities shall likewise be bound to the terms of this agreement as well as the rules and regulations which might hereafter be promulgated by the CITY concerning this agreement and that any violation by said persons will be deemed a violation by the APPLICANT for purposes of this agreement (i.e., APPLICANT is responsible for his/her guests and their actions).

## RULES & REGULATIONS OF BOAT RAMP USE

6. The APPLICANT agrees that he/she shall hold harmless and release the CITY OF GRIDLEY, its officers, agents, employees, officials and volunteers of and from any and all claims which may result from APPLICANT's use of the access card and/or CITY property and any other action or claim which might arise by virtue of the privileges extended to APPLICANT under this agreement. APPLICANT agrees that this hold harmless extends to actions, which might be construed as willful and/or negligent acts or omissions on the part of the CITY, its officers, agents, employees, officials and volunteers. APPLICANT understands that such claims include but are not limited to claims for personal injury or death, drowning, vandalism or any other matter, which might occur while on CITY property and using CITY facilities pursuant to this agreement. APPLICANT understands that this hold harmless agreement extends to any claims for dangerous condition of public property.
7. The APPLICANT further agrees to defend and indemnify the CITY OF GRIDLEY, its officers, agents, employees, officials and volunteers of and from any and all claims, which might be made by any of the APPLICANT's guests or any person who uses APPLICANT's access card. APPLICANT understands that the obligation to defend and indemnify includes the obligation to pay reasonable attorney's fees and court costs as well as to indemnify the CITY from any judgment, which may be rendered thereon. This obligation to indemnify shall exist irrespective of the nature of any allegations made against the CITY, whether those allegations include any willful and/or negligent act or omission of the CITY, to include any claims of dangerous condition of public property.
8. The APPLICANT agrees to immediately report to the CITY OF GRIDLEY any violation of its rules and regulations occurring at the CITY'S boat ramp by any third persons and to provide and cooperate with the CITY in prosecution of such persons.

**The APPLICANT, upon signing of the first page of the application, understands that the information provided is to be true and correct and failure to provide true information may result in the revocation of privileges for use of the boat ramp facilities, and further agrees to all the foregoing matters described above.**