

PERMITTEE IS REQUIRED TO COMPLY WITH ALL OF THE CONDITIONS OF THIS PERMIT DURING ITS TERM. ALL FEES ARE NON-REFUNDABLE.

Permittee agrees to obtain and maintain public liability and property damage insurance with an insurance carrier satisfactory to City in which the City of San Diego is listed as an Additional Insured. Such public liability and property damage insurance, CGL (Commercial General Liability) shall be maintained in full force and effect for the duration of this permit in the amount of not less than one million (\$1,000,000) dollars per occurrence limit, and be written on an "occurrence basis", and that such policy shall not be canceled without prior notification to City. A certificate of said insurance shall be filed with the Parks and Recreation Department, Developed Regional Parks Division upon execution of this permit. Failure to provide proof of current insurance coverage or to maintain the required insurance coverage is cause for immediate termination of the Permit, without further notice.

Permittee must maintain current worker's compensation insurance for all employees. Permittee must have a valid license to do business within the City of San Diego, and a current business address and telephone number where business is conducted. A copy of license shall be filed with the Parks and Recreation Department, Developed Regional Parks Division upon execution of this permit.

No business transactions or solicitation for business are permitted on City property (advertising, signing of waivers, collecting of money, etc.). No signs/banners shall be displayed on the permit area without the written consent of the City Manager or designee. Permittee agrees to defend, indemnify, protect and hold City and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Permittee's employees, invitees, guests, agents or officers which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of Permittee and its employees, invitees, guests, agents or officers related to use of the premises covered by this Permit, and all expenses of investigating and defending against same; provided, however, that Permittee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence or sole willful misconduct of the City, its agents, officers or employees.

Permittee agrees that it will obtain a properly executed agreement from each person participating in Permittee's programs or services on City property that contains the following indemnification and release of liability:

"I agree to indemnify, defend, hold harmless and release the City of San Diego, its elected and appointed officials, agents, employees, and volunteers from any and all lawsuits, damages, claims, judgments, losses, liability or expenses arising out (1) the death or personal injury or property damage to, myself, my child or my ward, which may be sustained while using property owned by or under the control of the City of San Diego, or (2) any death or injury which results or increases by any action taken to medically treat me, my child, or my ward. All of the terms above shall apply whether or not caused by the alleged negligence, whether active or passive, or any acts or omissions of the City of San Diego, or any of its elected or appointed officers, agents, employees, or volunteers."

I have read, understand and approve this Release from Liability. If the participant is a minor, the undersigned parent or legal guardian warrants and represents that this Release, its significance and the assumption of risk, has been explained to and understood by my minor child or ward. I hereby declare, under a penalty of perjury, that I am the parent or legal guardian of the named participant."

Permittee in the promoting of its activities and use of City property, will not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical

disability, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

All risks in connection with Permittee's use of the permit area shall be borne in full by Permittee. Permittee understands that City makes no representation as to the suitability of the Permit Area or water conditions for surfing during the period of this Permit. Permittee understands that Permittee bear the full risk of closure of the Permit Area due to contamination, weather conditions, or for any reason, and that this Permit does not guarantee Permittee the use of the Permit Area.

Permittee shall not use the Permit Area in any manner, which in the opinion of the City Manager or designee, creates a nuisance or disturbs the quiet enjoyment of persons in the surrounding area.

Permittee shall not exclude the public from the Permit Area.

It is mutually agreed that the City of San Diego shall not be obligated for any loss, financial or otherwise, which may be incurred by Permittee as a result of termination of this permit, and, further, that Permittee expressly waives any claim for expense or loss which Permittee might incur as a result of termination of this permit.

Permittee shall at its sole cost and expense comply with all the requirements of all municipal, state, and federal authorities now in effect or which may hereafter be in effect, which pertain to use of the Permit Area by the Permittee's employees, invitees, guests, agents or officers.

Permittee shall not assign any rights granted by this permit nor any interest therein without the prior written approval of the City Manager or designee. Approval of any such proposed assignment may be withheld in the sole and absolute discretion of the City Manager. Any assignment by operation of law shall automatically terminate this permit.

Agents of the business shall be readily identifiable as authorized agents of the business, and must display a copy of this Group Surf Instruction permit while on the beach and must produce a class roster of students containing a name, age, address and telephone number, and an instructor roster and copies of instructor's certifications.

Permittee and Permittee's agents shall adhere to all directions provided by Park and Recreation staff, Lifeguard Services and other representatives of the City of San Diego in using the Permit Area.

As a condition of this Permit, permittee shall comply with all of the above mentioned Group Surf Instruction requirements.

#### GROUP SURF INSTRUCTION REQUIREMENTS:

1. Lifeguards have the right to suspend or terminate non-profit surf camp due to safety considerations.
2. Prior to start of lessons, the non-profit organization must check-on with Lifeguards.
3. Maximum number of participants/boards on the beach and in the water: A maximum of 25 students per site may be on the beach at any one time. A maximum of twenty-five students per group may be in the water at any one time.
4. Identifying Markers - Instructors must wear red rash guards with Non-Profit Organization's name. Students must wear a color specific rash guard with Non-Profit Organization's name. Both student and instructor rash guards are to be worn at all times while in the water. The CITY-issued sign with the Non-Profit Organization's name must be clearly posted at each Site, whenever classes are in progress.

5. Student to instructor ratios - For every five students on the beach or in the water, one instructor must be present. Anytime students are in the water at least one American Red Cross certified instructor must be present and supervising the class.
6. Beach Access - Non-Profit Organization shall not exclude the public from any Site. Beach access must be kept clear at all times. Surfboards must be kept in a position that does not obstruct beach access. Set-up is at the discretion of the Lifeguards.
7. Concession Site/Location - Surf Non-Profit Organization's must operate from their assigned Site on the beach sand only. Non-Profit Organization's may meet and escort participants from the parks facilities, parking lots and/or nearest street but may not set up any concession operations in the park.
8. Equipment - All Non-Profit Organization's that provide equipment to students must provide a soft foam surfboard with a leash; hardboards must have nose guard and tail guard protection.
  - 8a. Type of equipment used - All surf boards must be equipped with leashes; all hard boards must have nose guard protection and tail protection.
9. CPR and First Aid - Surf camp instructors must possess one (1) of the following certifications:
  1. American Red Cross, "Lifeguarding"
  2. Miramar College, "Introduction to Open Water Lifeguard"
  3. Water Safety Specialist, "Surfing Instructor Safety Training"
10. Additionally, surf camp instructors must possess one (1) of the following CPR certifications:
  1. American Red Cross
  2. American Heart Association
  3. Any other nationally recognized basic CPR training with certificationFinally, surf camp instructors must possess one (1) of the following certifications:
  1. Emergency Medical Technician (EMT)
  2. American Red Cross Emergency Response
  3. American Red Cross First Aid Basic
  4. Any other nationally recognized first aid course with certification
11. Waivers - The Non-Profit Organization must have on file a signed waiver from each participant, or their legal guardian if under 18 years of age, which holds the CITY, its agents, officers and employees harmless and indemnifies the same from any claims relating to the participants' activities on the CITY beach which arise from or are in any manner connected with the services provided to the participants under this Agreement.
12. Minimum Age Requirements - The minimum age for an instructor is eighteen (18) years of age.
13. EMERGENCY RESPONSE PLAN FOR NON-PROFIT SURF CAMP  
The following plan is the minimum level of response and readiness for Surf Camps during emergency situations. Non-Profit Organizations are required to read the plan and cover all aspects of the plan with each employee working on the beach under this Permit Agreement.

Ocean Conditions: Ensure that the ocean conditions are safe to conduct class based on the skill levels of the instructor and the students.

#### General Rescue Procedures for Water Emergencies

1. Survey the scene.
2. The rescuer should consider his/her level of rescue skill prior to attempting a rescue.
3. Ensure proper use of rescue equipment.
4. Safely approach and determine if the victim is distressed.
5. Perform and rescue based on American Red Cross training.
6. Move the victim to safety.
7. Remove the victim from the water.
8. Perform a primary survey.
9. If an emergency exists, ensure that someone activates 911 and requests San Diego Lifeguard assistance.
10. Provide first aid until emergency medical services (EMS) arrive.
11. If other instructors and students are in the water, they should be directed to the beach until the emergency is clear. Other instructors should provide assistance as needed.

#### General Rescue Procedures for Land Emergencies:

- Survey the scene.
- Approach victim when it is safe for the rescuer.
- Perform a primary survey.
- If an emergency exists requiring EMS, activate the 911 system and ensure paramedics and San Diego Lifeguard are responding.
- Provide emergency care until EMS arrives.
- Cellular Communications - All surf concessions shall keep a fully charged and functioning cellular phone on the beach in a location where it can be immediately accessed in case of emergency.

#### Emergency Signals

Pre-designated signals will be used to communicate with instructors and other surf-camp personnel in the event emergency assistance is needed. WHISTLES will be immediately available to all instructors and surf camp personnel. One hand or any piece of equipment being waved overhead from side to side, or three short whistle blasts will indicate that an emergency exists and immediate assistance is needed. One hand placed on the top of the head will indicate that everything is all clear.

Instructors and other surf camp personnel will be diligent to look for any signs and signals of distress when they are at the beach.

Any emergency signal observed by an instructor or any surf camp personnel will cause the immediate activation of the emergency response plan.

#### 14. Accidents, Injuries and Incident Slips

In addition to the requirements, Non-Profit Organizations shall notify the lifeguard supervisor on duty, as soon as feasible, or any accident or injury occurring in the operation of the Non-Profit Surf Camp, regardless of severity. All rescues and medical aids involving surf camp students, instructors or other personnel will be documented on company incident slips.

#### Group Surf Instruction

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

Business Name (If different):

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I understand I am responsible for knowing and abiding by all rules and regulations. I also understand that ANY changes to the aforementioned conditions will invalidate this Permit; a new Application must be submitted/processed and the NONREFUNDABLE Fee(s) will be charged. By signature below, permittee agrees to comply with the rules and regulations as outlined above.  
YOU WILL BE CHARGED WITH ANY INCREASED COSTS TO THE CITY DUE TO EITHER THE FAILURE TO COMPLY WITH ANY OF THE TERMS OF THIS PERMIT OR THE VIOLATION OF ANY LAWS.

Permittee Signature: \_\_\_\_\_

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

Attachment (Maps)

cc: James Gartland, Lifeguard Chief, Lifeguard Services Division, Fire Rescue Department