



<b>PERMIT NUMBER:</b> 1419896	<b>PERMIT DATE(S):</b>	<b>Permit Type:</b> Annual/Special Use   One Time Use Concessionaire   Special Event   Metal Detecting Commercial Photo/Filming   Specimen Collection Animal Pulled Cart   Scattering of Ashes   RC Boat
<b>PERMITTEE</b>		
Organization:		
Primary Contact:		Email Address:
Day Phone:		Cell Phone:
Address:		
City:	State:	Zip:
Alternate Contact:		Email Address:
Day Phone:		Cell Phone:
<b>PERMITTED PARK USE</b>		
Activity/Event Name:		Attendance:
Park(s):		Area(s):
Date(s) of Activity/Event:		Time(s) of Activity/Event:
Date/Time of Set-Up:		Date/Time of Clean-up:
Description of Activity/Event:		
Permit Fee: <b>\$ 1,105</b>	Date Paid: <b>4/18/2022</b>	<input type="checkbox"/> Cash <input type="checkbox"/> Check # <b>616742</b> <input type="checkbox"/> Credit Card: _____
Additional Fees:	Paid / Due:	
Addendum: <input type="checkbox"/> Required / See attached <input type="checkbox"/> Not Applicable		

**Acceptance of Park Use Permit:**

This Valid Park Permit is ONLY valid once approved by the Director strictly for the activity or event, location and date(s) as noted above.

This Valid Park Permit is NOT transferable or assignable and cannot be sold or resold to any third parties.

**Agreement to Abide by Rules and Regulations:**

Permittee and each of its members acknowledges receipt and review of and agrees to abide by the rules, regulations, and conditions set forth in the Santa Clara County Ordinance Code, Division B14, the Standard Park Permit Conditions (attached), any and all Addendum to the Park Use Permit (attached). Permittee acknowledges, understands and agrees that the issuance of any Park Use Permit is contingent upon Permittee's, and Permittee's family members, agents, members, representatives, employees and affiliates, complying at all times with all County, state and federal rules, regulations, laws and policies, as applicable.

**Hold Harmless and Indemnification Agreement:**

Excluding any Liabilities that are directly caused by the sole gross negligence or willful misconduct of County of Santa Clara or its officers, agents, employees, or representatives (collectively, "Released Parties"), Permittee agrees to indemnify, defend, and hold harmless the County, its officers, agents, employees, and representatives, from and against any claim, loss, damage, expense, injury, death, or liability arising out of, or in connection with, the use of County property, the use of any Park Use Permit, or the use of any other County facilities by Permittee or any of Permittee's family members, employees, agents, members, students, customers, representatives or affiliates (collectively, "Permittee's Representatives"). The Permittee shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the Permittee is obligated to indemnify, defend, and hold harmless the County under this Permit.

**Release:**

Permittee and Permittee's Representatives waive all claims or causes of action against the County, its officers, agents, employees, and representatives for any loss, damage, expense, injury, death, or liability arising out of, or in connection with, the use of County property, the use of any Park Use Permit, or the use of any other County facilities by Permittee, other than claims or causes of action caused by the sole gross negligence or willful misconduct of the County, its officers, agents, employees, or representatives.

I fully understand, accept and acknowledge that I may have rights under California Civil Code § 1542 which reads as follows:

"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."

I certify, declare, represent, acknowledge, and agree that I expressly waive any and all rights conferred under Civil Code section 1542, as well as any similar law of any local, state, or territory of the United States.

By signing below, I, as the permit holder or as the authorized representative of the permit holder, have reviewed the terms and conditions above and/or attached and agree on behalf of myself, on behalf of the person or organization that I represent, and on behalf of all the members, officers, directors, representatives, employees, students, customers, agents and affiliates of said organization, to the terms and conditions to which this permit is granted and fully understand the permit conditions, liabilities and obligations as set forth herein above.

Signature of Permittee or its/his/her Authorized Representative: <i>Caryn Laird</i>	Date: <b>4/22/2022</b>
<b>To Be Signed by County below ONLY if Permit Approved:</b>	
Signature of Parks and Recreation Director, or designee: <i>Malia Regua</i>	Date: <b>4/22/2022</b>