



Application for No-Fee Access Permit

Applicant Name: _____ Date: _____

Company/Agency Name: _____

Address: _____ City: _____ Zip Code: _____

Telephone No. _____ Email: _____

- Access to District right of way is to perform an environmental survey with results sent to the District.
- Access to District right of way is to collect water or soil samples with results sent to the District.
- Access will not involve an environmental survey or sampling.

Activity for which access is being requested (attach additional sheets as needed):

District facility(ies) if known, and proposed activity limits (please include an exhibit(s) showing the approximate location/boundary of the above described activity):

Duration and timing for each individual facility for which activity under this No-Fee Access Permit is being requested (attach additional sheets as needed):

District facility(ies) being requested access to from _____ to _____
Start Date Completion Date

If checking out a lock key, please complete the following:

Vehicle Make & Model: _____ License Plate No. _____

Please submit to the District the Access Start Notice Form (Page 6) prior to beginning activity for which access onto District right of way is being requested, if access is not going to be taken immediately.

Please do not write below this line.

Access Permit Authorization

Access Permit No. _____ Key No. _____ Authorization Date: _____

Facility Name: _____ Project No. _____

Recommended for Approval: _____ Expiration Date: _____

Approval from ERS or WPD (If Required): _____

Approval: _____
AVA MOUSSAVI Senior Civil Engineer

Please keep a copy of this signed document while on District right of way.



RELEASE AND INDEMNIFICATION

Please read carefully before signing.

Proposed Activity: ("Activity"). _____

In consideration of the permission granted to me by the Riverside County Flood Control and Water Conservation District ("District"), as the landowner of the property on which the Activity is to take place, _____ ("Site"), I, the undersigned, agree as follows:

1. I understand the term "Site" includes the above-mentioned location as well as the immediate adjacent areas in and bordering, and the term "Activity" includes travel to and from the Site.
2. I understand that the permission granted under this No-Fee Access Permit by the District does not authorize the Company/Agency and its representatives to trespass on any land or property not owned in fee by the District and does not relieve the Company/Agency and its representatives of responsibility for compliance with applicable federal, state, or local laws/ordinances. It is acknowledged that this No-Fee Access Permit is for access to land owned by the District in fee, not in easement. Land subject to a District easement is not authorized for access pursuant to this No-Fee Access Permit unless the applicant provides the necessary document(s) from the landowner authorizing such access.
3. I FULLY RECOGNIZE THE DANGERS OF PARTICIPATING IN THE ACTIVITY AND PRESENCE ON THE SITE, AND I VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH MY PARTICIPATION AND PRESENCE ON THIS SITE. The dangers that I may encounter include, by way of example only and without limitation:
 - rattlesnakes, ticks, yellow jackets, bees, wild animals, poison oak, rugged terrain, slippery rocks, cliffs, cactus spines, dense vegetation, fire, harsh and quickly changing weather conditions, and stinging nettles.

I realize that there is a risk of becoming seriously ill or injured in an area remote from medical care, and that the District and/or the County of Riverside ("County") cannot guarantee the availability of emergency medical services or emergency transportation to medical facilities.

4. I have been properly instructed in and understand the use of any equipment I am to use in the Activity. I realize that my participation in the Activity may require sustained strenuous physical activity. I am in good health and am not aware of any physical or medical condition that might endanger myself or other participants in the Activity. If I am taking any prescribed medication, I agree to carry such medication with me at all times.

5. ACTING ON BEHALF OF THE COMPANY/AGENCY AND REPRESENTATIVES, I AGREE TO INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND COUNTY AND EACH OF THEIR DIRECTORS, OFFICERS, BOARD OF SUPERVISORS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES FROM ANY LIABILITY, CLAIM, DAMAGE, PROCEEDING OR ACTION, PRESENT OR FUTURE, BASED UPON, ARISING OUT OF OR IN ANY WAY RELATING TO THIS NO-FEE ACCESS PERMIT. FURTHERMORE, I AGREE THAT INFORMATION OBTAINED UNDER THIS NO-FEE ACCESS PERMIT SHALL NOT BE USED AGAINST THE DISTRICT'S INTERESTS IN CONDUCTING MAINTENANCE ACTIVITIES, REPAIRING AND/OR EXPANDING AN EXISTING FACILITY OR CONSTRUCTING A PROPOSED FUTURE FACILITY.

6. ACTING FOR MYSELF AND MY HEIRS, PERSONAL REPRESENTATIVES, EXECUTORS, ASSIGNS AND GUARDIANS AD LITEM, I HEREBY RELEASE THE DISTRICT AND COUNTY AND EACH OF THEIR RESPECTIVE EMPLOYEES, BOARD OF SUPERVISORS, ELECTED AND APPOINTED OFFICIALS, REPRESENTATIVES, VOLUNTEERS, CONTRACTORS, OFFICERS AND DIRECTORS (COLLECTIVELY REFERRED TO AS "AGENTS") FROM ANY AND ALL CLAIMS AND LIABILITY FOR INJURY TO OR DEATH OF ANY PERSON, INCLUDING ME, AND FOR DAMAGE TO OR LOSS OR DESTRUCTION OF ANY PROPERTY, INCLUDING MY OWN, ARISING FROM OR RELATED TO MY PARTICIPATION IN THE ACTIVITY OR DURING TRAVEL TO OR FROM THE SITE, WHETHER OR NOT RESULTING FROM THE NEGLIGENCE OF THE DISTRICT AND/OR COUNTY AND/OR THEIR RESPECTIVE AGENTS.

7. ACTING FOR MYSELF AND MY HEIRS, PERSONAL REPRESENTATIVES, EXECUTORS, ASSIGNS AND GUARDIANS AD LITEM, I AGREE NOT TO MAKE A CLAIM AGAINST, SUE OR ATTACH THE PROPERTY OF THE DISTRICT AND/OR COUNTY AND/OR THEIR RESPECTIVE AGENTS FOR INJURY OR DAMAGE RESULTING FROM THE NEGLIGENCE OR OTHER ACTS OR OMISSIONS, HOWSOEVER CAUSED, BY THE DISTRICT AND/OR COUNTY AND/OR THEIR RESPECTIVE AGENTS ARISING FROM OR IN ANY WAY RELATED TO THE NO-FEE ACCESS PERMIT OR MY PARTICIPATION IN THE ACTIVITY OR DURING MY PRESENCE ON OR TRAVEL TO AND FROM THE SITE. I FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE DISTRICT AND COUNTY AND THEIR RESPECTIVE AGENTS FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITIES FOR INJURY TO OR DEATH OF THE UNDERSIGNED AND FOR DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY OF THE UNDERSIGNED ARISING FROM MY PARTICIPATION IN THE ACTIVITY OR DURING MY PRESENCE ON OR TRAVEL TO OR FROM THE SITE, WHETHER OR NOT RESULTING FROM THE NEGLIGENCE OR OTHER ACTS OR OMISSIONS OF THE DISTRICT AND COUNTY AND/OR THEIR RESPECTIVE AGENTS.

8. I UNDERSTAND AND HAVE BEEN ADVISED 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 EXPRESSLY WAIVE ANY RIGHTS CONFERRED UNDER THAT CODE SECTION, AS WELL AS ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES. I RELEASE THE DISTRICT AND COUNTY AND ALL OF THEIR RESPECTIVE AGENTS AND WAIVE ALL CLAIMS AGAINST THEM FOR ANY PERSONAL INJURY (INCLUDING DEATH) AND/OR

PROPERTY DAMAGE I MAY INCUR, INCLUDING DAMAGE INCURRED AS A RESULT OF THE NEGLIGENCE OF THE DISTRICT OR COUNTY OR ANY OF THEIR RESPECTIVE AGENTS.

9. I EXPRESSLY AGREE THAT NO WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER HAS BEEN GIVEN TO ME REGARDING THE CONDITION OF THE SITE OR ANY FACILITIES OR EQUIPMENT THEREON OR ANY MEANS OF TRANSPORTATION TO AND FROM THE SITE, AND FURTHERMORE AGREE THAT THE DISTRICT AND COUNTY AND THEIR RESPECTIVE AGENTS SHALL NOT BE LIABLE FOR ANY ALLEGED NEGLIGENCE OR OTHER ACTS OR OMISSIONS PERTAINING THERETO.

10. I ASSUME FULL LIABILITY FOR ANY INJURY TO OR DEATH OF ANY PERSON ARISING BY REASON OF MY PARTICIPATION IN THE ACTIVITY, PRESENCE ON THE SITE, OR TRAVEL TO OR FROM THE SITE, OR FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY ON THE SITE CAUSED BY ME.

11. IF A KEY HAS BEEN ISSUED TO ME, I AGREE TO SAFEGUARD THE KEY ENTRUSTED TO ME AND TO RETURN THE KEY NO LATER THAN _____.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ALL OF ITS CONTENTS AND LEGAL EFFECTS. I AGREE THAT THIS RELEASE IS CONTRACTUALLY BINDING, AND I SIGN IT OF MY OWN FREE WILL.

Signature: _____ Date: _____

Print Name: _____

Title: _____

Company/Agency Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

I HAVE CAREFULLY READ THE ATTACHED RELEASE AND INDEMNIFICATION AGREEMENT FROM THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND FULLY UNDERSTAND ALL OF ITS CONTENTS AND LEGAL EFFECT. I AGREE THAT THIS RELEASE IS CONTRACTUALLY BINDING, AND I SIGN IT OF MY OWN FREE WILL.

Date: _____

PRINT NAME

SIGNATURE

ADDRESS

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Access Start Notice Form

To: Permit Inspector Re: Access Permit No. _____

From: _____

Name _____

Title _____

Company/Agency Name _____

Address: _____

Activity authorized under the above referenced Access Permit:

This activity will commence on _____ and is scheduled to be completed by _____.

In the event these dates change, another notification will be submitted to the District.

Signature

Date

Mailing Address: Riverside County Flood Control and Water Conservation District
1995 Market Street
Riverside, CA 92501
Attn: Plan Check

Email: fkassem@rivco.org