City of Reno | Parks, Recreation and Community Services Department

2019
Commercial Whitewater Instructor/Operator Permit
for the Truckee River Whitewater Park at Wingfield

Expires: May 1 through October 31, 2019
Cost: $225

Definitions
- **City of Reno** – Herein after referred to as the “City”.
- **Commercial Use** – All activities where a person or an organization makes a profit, receives a fee, reimbursement or salary, receives rental fees for the use of equipment, or supports, in and part, other programs or activities from amounts received from customers.
- **State of Nevada** – Herein after referred to as the “State”.
- **Truckee River Whitewater Park at Wingfield** – Also referred to as the “TRWPW”.

**Truckee River Whitewater Park at Wingfield**
The City of Reno has a Non-Exclusive Easement for the Truckee River Whitewater Park granted by the State of Nevada, Division of State Lands. The portion of the river covered within this non-exclusive easement is shown on “Attachment A” (from State Lands document).

**Permittee, representatives and employees must comply with all conditions listed in this document.**

**In order to be granted this permit, Permittee must provide the following:**

1. Copy of current City of Reno Business License.

2. Certificate of Insurance: Permittee agrees that at all times during the existence of this permit, it shall maintain in force a comprehensive general liability insurance policy covering and insuring the operations of the Permittee in the Truckee River Whitewater Park and on City property. The minimum liability insurance policy must be as follows: 1. $1,000,000.00 Per Occurrence; 2. $1,000,000.00 Per Occurrence for Bodily Injury; and 3. $2,000,000.00 General Aggregate. If the Permittee uses a vehicle in the course of instruction, or gets special vehicle access because of permit, the auto insurance provisions apply as well, and the minimum limits are: 1. $1,000,000.00 Per Occurrence; and 2. $2,000,000.00 General Aggregate. Permittee agrees to furnish a Certificate of Insurance/Endorsement to City, at Permittee's expense, and to name the City of Reno and the State of Nevada as an Additional Insured under the liability policy. It should be on an **unmodified** ISO form CG OO O1 04/13. The liability policy shall contain a provision that such policy shall not be cancelled until thirty (30) days prior written notice of cancellation has been received by the City. Insurance coverage by this Section shall be provided by a company licensed to do business in the State of Nevada with a Best rating of A.VII or above.

3. Workers’ Compensation Insurance: Permittee agrees that at all times during the existence of this Permit, it shall maintain in force a Workers’ Compensation Insurance policy in accordance with State of Nevada, Department of Insurance statutes covering all persons working under this Permit.
4. **Hold Harmless:** Permittee shall keep and hold the City and City's officers, agents, servants and/or employees harmless from any and all costs, liability, damage, or expense, including costs of suit and expenses of legal services, claimed by anyone by reason of injury or damage to persons or property sustained in, on or about the premises, or arising out of Permittee's operations or occupancy of the premises, as a proximate result of the acts or omissions of Permittee or Permittee's officers, agents, servants and/or employees, excepting such liability as may be the direct and proximate result of the negligence of City or of its officers, agents, servants and/or employees while acting within the course and scope of their official duties, agency and/or employment. Each party to this permit shall give to the other, prompt and timely notice of any claim made or suit instituted coming to its knowledge, which in any way directly or indirectly, contingently or otherwise, affects or might affect either party or both. Permittee hereby expressly agrees to indemnify City from all financial obligations resulting from this Permit.

5. Permittee must present a card or other certification showing affiliation with a sanctioning body, e.g., American Canoe Association (ACA), Rescue III, and American Whitewater Association (AWA).

6. An Emergency Operation Plan for major and minor incidents must be submitted to the City and maintained on file at all times by Permittee.

7. Letter written on letterhead from Permittee stating Permittee has met all required criteria. Permittee will ensure that all people representing/working for Permittee adhere to same conditions.

**In order to be granted this permit, Permittee must comply with the following:**

1. Permittee agrees to abide by all City of Reno Park Rules and Regulations (RMC Sec.8.23), including no glass allowed in the park and/or river or on the boat/tubes.

2. Permittee shall not interfere with any other authorized use of the parks by other park patrons or other park events/activities.

3. Permittee’s logo must be on all boats/tubes. Boats shall bear logo upon the right and left sides, clearly visible from either bank of the river, PERMANENTLY AFFIXED lettering containing the Permittee’s name, approved abbreviation, or approved logo. Identifying logos must be a minimum of 6” high numbers or letters. Exceptions may be granted due to space limitations. Temporarily affixed lettering or logos is prohibited.

4. Permittee agrees to exercise due care to minimize any damage to riverbanks and vegetation during activities.

5. Liability Release Form: Permittee shall obtain a liability release that includes the City as a releasee, for each client, in a form substantially as shown on the attached (Attachment B) or on Permittee’s own form with approval of the City.

6. While loading, unloading, equipment preparation, and performing dry land training, at park put-in and take-out sites, the Permittee and his/her designees will provide right of way to the public at all times. For equipment preparation and dry land training in the Wingfield Park Complex including Barbara Bennett Park, please contact the Park Special Events office at 334-2055 for permit information.

7. Guide training and certification requirements: Permittee is responsible to ensure that guides have at a minimum, certification in First Aid and CPR, as well as swiftwater rescue training and the appropriate skills to safely navigate the river while transporting clients at the flow the group is experiencing. The Permittee is responsible for maintaining and
evaluating guide skills. Copies of first aid certifications must be maintained on file at all times by Permittee and made available for inspection on request by City.

8. At least one guide per trip must have completed a swiftwater rescue training course. Commercial Operators may designate any guide as the swiftwater rescue trained person; he or she does not have to be the “trip leader”.

9. Permittee and designees must carry safety and rescue equipment on each trip, including, but not limited to: first aid kit, one (1) throw rope per guided vessel, appropriate U.S. Coast Guard approved lifejacket (PFD) for each participant. Type III (Floatation Aid. Recommended for Paddlers) or V (Special Use Jackets which may be appropriate and recommended for paddlers) Coast Guard approved PFDs recommended.

10. Upon issuance of this permit, an identification card(s) will be issued to the Permittee by the Parks, Recreation and Community Services Department. This card must be carried on each trip and displayed on request by City.

11. Permittee shall inform all clients that:
   • The Truckee River is an unsupervised navigable waterway. Recreational use by the public must be in compliance with all applicable federal, state and local laws and regulations, including but not limited to, the State of Nevada’s boating safety rules and regulations.
   • There is no lifeguard on duty.
   • By entering into the Truckee River, Permittee and his/her clients are assuming the risk of injury inherent in recreational use of the Truckee River, including, but not limited to death, serious personal injury and/or property damage. The City of Reno/State of Nevada will not assume any responsibility or liability for any injuries resulting from Permittee and his/her client’s recreational use of the Truckee River.
   • Permittee shall ensure that the water skills and experience of his/her clients is equal to the river and the conditions. Typical flows through both reaches of the whitewater course can be Class II or III waters. (Definitions from the International Scale of River Difficulty: Class II: Novice. Straightforward rapids with wide, clear channels that are obvious without scouting. Some maneuvering required. Class III: Intermediate. Rapids with high, irregular waves that are difficult to avoid and capable of swamping an open canoe. Eddies and currents are more powerful. Scouting is often advisable for inexperienced groups.)
   • For client’s own safety, Permittee will advise his/her clients to wear appropriate safety equipment for the conditions. Permittee shall ensure that clients are properly trained in the use of safety gear and equipment.
   • Always be aware that the potential for danger changes greatly with fluctuations in water levels. Please engage in recreational activities only within the limits of your ability. Refer to Dream Flow Reports at http://www.dreamflows.com/flows.php?page=prod&zone=canv&form=norm&mark=All#Nevada_Rivers for river flow information. Advise clients of current river flow.
   • Always maintain proper awareness of your surroundings and stay in control.
   • Do not use the river when there is debris in the water, or if other hazardous condition exists.
   • Do not use the river while intoxicated or under the influence of a controlled substance.

12. Permittee is allowed to pursue only those uses, provisions and conditions expressed in this permit. Actions not expressly stated herein are not allowed for the Permittee.

13. Permittee shall be responsible for the repair of any and all damage to park resources, facilities, or property caused by the Permittee’s activities. The Director shall be the sole judge of the extent of such damage and the adequacy of any repairs or restorations.
14. Water Flow Notice: Commercial operators are required to provide the following information in their brochure, trip booking confirmation package or other printed material that is distributed to commercial passengers/clients/customers. The notice on printed advertising shall be at least of the same size print as the general information contained on such advertising. The specific language is:

**Notice:**
Water flows in the Truckee River result from releases located upstream. Such water releases are not subject to the control of the City of Reno or commercial operators operating under permits from the City of Reno.

15. Permit Renewal: No right of renewal exists by reason of this agreement or past permits. The Director of Parks, Recreation and Community Services has the sole discretion to enter into future Permit Agreements without cause, or with cause based upon past practices and/or events of default.

16. Termination/Revocation: The Director of Parks, Recreation and Community Services may, in his or her sole discretion, terminate or suspend this agreement at anytime or when he or she deems it necessary for the safety and enjoyment of the public, a Permittee or Permittee’s clients, for the protection of resources, for default of any rules and regulations of the Park Rules/Ordinances, or failure to maintain appropriate Federal, State, or local permits or licenses with or without notice. In the event of termination without cause, Permittee shall be entitled to a minimum of thirty (30) days written notice.

In the event Permittee is involved, in the discretion of the Director of Parks, Recreation and Community Services, in an unsafe activity or an accident involving or threatening the life or safety of Permittee’s clients or other parties, this may be grounds for immediate revocation of the Permit, notwithstanding any other provision. However, in no event shall this impose a duty on the Director of Parks, Recreation and Community Services or the Department with regard to the safety of Permittee’s boating operation or clients, or relieve Permittee from its responsibility therefore. Nothing in the agreement is intended to benefit third parties.

This Agreement is entered into this ____ day of __________, 2019 by and between the City of Reno and __________________________________________________________.

CITY OF RENO “City”  ________________________________ (“Permittee”)

_________________________________  __________________________________

By: ______________________________  By: _________________________________
PRCS Director or Designee

Attachment A – Map of Truckee River Whitewater Park
Attachment B – Client Liability Release (2-page example)
ATTACHMENT B – Liability Release

“Example Expeditions”

AGREEMENT, RELEASE, AND DISCHARGE, ACCEPTANCE OF RESPONSIBILITY, AND ACKNOWLEDGEMENT OF RISKS.  THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.  YOU MUST READ AND UNDERSTAND IT BEFORE SIGNING IT.

DATE: _______________________________  GROUP: _______________________________

I recognize that there is an element of risk in any adventure sport or activity associated with the outdoors.  I am aware that certain dangers can be minimized but never entirely eliminated.  On a whitewater rafting, kayaking or float tubing trip, these dangers include, but are not limited to the following: falling out of the craft into the river; falling down while on shore; colliding with rocks, rafting, kayaking equipment, and/or other boaters; exposure to cold water and/or inclement weather; and exposure to plants, insects and/or animals capable of producing adverse physical reactions.

I certify that those named below are fully capable of participating in the activities of this whitewater rafting, kayaking or float tubing trip.  Therefore, I assume full responsibility, for myself, and any minor children named below on whose behalf I am signing, for any bodily injury, death, or loss of personal property and/or expenses, which result from participating in this trip.  I certify that I, and any minor on whose behalf I am signing: am in good physical shape and physically and mentally capable of participating in these activities; have not been advised by a medical person to refrain from engaging in this type of activity; do not have a medical condition, history, or am currently under treatment for a medical condition, or on any medication which might compromise my safety or the safety of others in my boat, and if so, will notify my guide or trip leader prior to trip departure; am a competent swimmer, and if not, will notify my guide or trip leader prior to trip departure.

I have read this document.  I understand that this is a release of all claims, no matter what the cause, including, but not limited to negligence.  I understand that I am assuming all the risks inherent in whitewater rafting, kayaking and float tubing.  I understand and agree that this release shall be construed broadly to provide a release waiver to the maximum extent permissible under applicable law.  I agree that the venue of any dispute that may arise out of this agreement, or otherwise between the parties to which Example Expeditions or its agents is a party, shall be in the City of Reno, Nevada Justice Courts or the County or State Supreme Courts in Washoe County in Nevada.

In consideration for begin given this tour, and by my signature below, I agree not to sue, claim against, or attach property of Example Expeditions or the City of Reno and further agree to defend, indemnify, and hold harmless Example Expeditions and the City of Reno for any injury caused by or resulting from my participation in any activities associated with river rafting, kayaking or float tubing, both scheduled and unscheduled, no matter what the cause of injury.  I voluntarily sign my name as evidence of my acceptance of the above provisions.

SIGNATURE: ____________________________________  DATE SIGNED: ______________________

PRINT NAME: ________________________________  PHONE: ______________________________

ADDRESS: ________________________________  CITY/STATE: __________________________  ZIP: __________________

EMAIL: _______________________________________________________________________________

Example Expeditions – 1 E 1st Street, Reno, NV – (775) 334-4636
“Example Expeditions”

FLOAT TUBE/KAYAK/RAFT RENTAL AGREEMENT, RELEASE, AND DISCHARGE, ACCEPTANCE OF RESPONSIBILITY, AND ACKNOWLEDGEMENT OF RISKS. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU MUST READ AND UNDERSTAND IT BEFORE SIGNING IT.

I recognize that there is an element of risk in any adventure sport or activity associated with the outdoors. I am aware that certain dangers can be minimized but never entirely eliminated. These dangers include, but are not limited to the following: falling out of the tube, raft, or kayak into the river; falling down while on or near the shore; colliding with rocks, rafting, tubing or kayaking equipment, and/or other boaters; exposure to cold water and/or inclement weather; and exposure to plants, insects and/or animals capable of producing adverse physical reactions. I understand and am aware that FLOAT TUBING, KAYAKING, AND RAFTING are hazardous activities. I understand that paddle sports and the use of river running equipment involve the risk of injury to any and all parts of this user’s body. I understand that some of these risks can be minimized, but not eliminated with the use of helmets and life jackets. I certify that those named below are fully capable of participating in float tubing, kayaking or rafting activities. Therefore, I assume full responsibility for myself, and any minor children named below on whose behalf I am signing, for any bodily injury, death, or loss of personal property and/or expenses, which result from the use of float tubes, rafting, or kayaking equipment provided by Example Expeditions. I certify that I and any minor on whose behalf I am signing are fully capable of participating in river running activities; have not been advised by a medical person to refrain from engaging in this type of activity; do not have a medical condition, history, or am currently under treatment for a medical condition, or on any prescription medication which might compromise my safety or the safety of others while using this equipment.

I agree that I have been instructed in the proper use and operation of this tubing, kayaking or rafting equipment. These instructions have been made clear to me and I understand the full function of the equipment. I have visually inspected and functionally tested this equipment and agree that the tubes, kayaks, rafts, life jackets, helmets, and paddles are in good working condition and operate correctly. I further agree to pay for any equipment provided to me which is lost or broken while in my possession during this rental period.

I have read this document. I understand that this is a release of all claims, no matter what the cause, including but not limited to negligence. I understand that I am assuming all the risks inherent in float tubing, kayaking, and rafting activities. I understand and agree that this release shall be construed broadly to provide a release waiver to the maximum extent permissible under applicable law.

In consideration for being allowed to rent this equipment, and by my signature below, I agree to abide by the rules on the back of this sheet, and I further agree not to sue, claim against, or attach property of Example Expeditions, its owners, employees, agents, or the City of Reno and I further agree to defend, indemnify, and hold harmless Example Expeditions, its owners, employees, agents, and the City of Reno for any injury caused by or resulting from my use of float tubing, kayaking, and/or rafting equipment provided to me in any activities associated with river use recreation, both scheduled and unscheduled, no matter what the cause of injury. I voluntarily sign my name below as evidence of my acceptance of the above provision, and agree to abide by the float tube, kayak, and raft rentals rules stated on the back.

SIGNATURE: ___________________________________________ DATE SIGNED: ________________________

FOR (INCLUDE ANY MINORS UNDER 18 COVERED):

________________________________________________________________________________________

PRINT NAME: ________________________________ LOCAL PHONE/EMAIL: _______________________

City of Reno | PRCS | Commercial Whitewater Instructor/Operator Permit  Page 7 of 7