



City of Fort Bragg

Administrative Regulation No. M-1

MADSEN HOLE & WASTEWATER TREATMENT PLANT ACCESS FOR NON-WORK RELATED PURPOSES

I. OBJECTIVE

The objective of this Administrative Regulation is to define the policy regarding access to City/District properties and facilities for non-work related activities.

II. PROCEDURES

1. Access to City properties/facilities by City employees and immediate family for non-work related purposes is not permitted unless a waiver form (Attachment "A") has been completed and signed, and is on file in the City Clerk's office.
2. Access to City properties/facilities by non-City employees and immediate family for non-work related purposes is not permitted.
3. Access to City properties for individuals and agencies for work related purposes may be permitted and said individual/agency may be issued a loaner key for such purpose.
4. Access to City properties for individuals and agencies that have been issued a loaner key, is not permitted for non-work day or non-work related purposes.
5. Keys to Madsen Hole property shall only be issued to those residents in the vicinity that have a legal binding right to access to the Noyo River over City property.

III. RESPONSIBILITY

1. The Director of Public Works, Public Works Superintendent and Treatment Superintendent shall be responsible for issuing "loaner" keys to individuals and agencies that require access for specific work related reasons.
2. Violations of this policy by City employees will be handled as a disciplinary matter.

IV. DEFINITIONS

1. "Loaner Key" refers to a key signed out by an individual or agency that is granted temporary access to City facilities for a specific timeframe and purpose.
2. "Immediate family" shall mean the employee's spouse and children only.

Approved by City Manager	_____	_____
	(Signature)	(Date)
Made a part of the City's Administrative Regulations binder and distributed to all City staff		_____
		(Date)

ATTACHMENT "A"

City of Fort Bragg

(Describe in detail the type of activity and the tools that may be used to perform this activity).

ACTIVITY:

.....
.....
.....
.....

GENERAL AGREEMENT, WAIVER, AND RELEASE

In consideration for being permitted by the above city to participate in the above activity, I hereby waive, release, and discharge any and all claims for damages for personal injury, death, or property damage which I may have or which may hereafter accrue as a result of my participation in said activity. This release is intended to discharge, in advance, the above city (its officers, employees, and agents) from and against any and all liability arising out of or connected in any way with my participation in said activity, even though that liability may arise out of negligence or carelessness on the part of said city or (its officers, employees or agents).

I understand that the above activity may be of a hazardous nature and/or include physical and/or strenuous exercise or activity; that serious accidents occasionally occur during the above activity; and that participants in the above activity occasionally sustain mortal or personal injuries and/or property damages as a consequence thereof. Knowing the risks involved, nevertheless, I have voluntarily applied to participate in said activity, and I hereby agree to assume any and all risks of injury or death and to release and hold harmless the above city (its officers, employees, and agents) who through negligence, carelessness, or any other act or omission might otherwise be liable to me. I further understand and agree that this waiver, release, and assumption of risks is to be binding on my heirs and assigns.

I further agree to indemnify and to hold the above city (its officers, employees and agents) free and harmless from any loss, liability, damage, cost, or expense which they may incur as a result of any injury and/or property damage that I may sustain while participating in said activity.

I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE ABOVE CITY, AND I SIGN IT OF MY OWN FREE WILL. (Each participant must personally sign).

.....
Signature Date

.....
Address: Street, City, Zip Telephone No.

City of Fort Bragg

(Describe in detail the type of activity and the tools that may be used to perform this activity).

ACTIVITY:

**WAIVER OF LIABILITY, MEDICAL RELEASE AND
INDEMNIFICATION AGREEMENT**

MINOR

In consideration of the minor child, named below, being permitted by the above city to participate in the above-described activity, each of us waives, releases, and discharges any and all claims and damages for personal injury, death, or property damage which said minor child may sustain or which may occur as a result of the minor child's participation in said activity. This release is intended to discharge, in advance, the above city (its officers, employees, and agents) from and against any and all liability arising out of or connected in any way with the participation of the minor child in said activity, even though that liability may arise out of negligence or carelessness on the part of said city or (its officers, employees an agents).

Each of us understands that the above activity may be of a hazardous nature and/or include physical and/or strenuous exercise or activity; that serious accidents occasionally occur during the above-described activity; and that participants in the above-described activity occasionally sustain mortal or personal injuries and/or property damages as a consequence thereof. Knowing the risks involved, nevertheless, each of us has requested permission for the minor child to participate in the above-described activity and each of us hereby agrees to assume any and all risks of injury and to release and hold harmless the above city (its officers, employees, and agents) who through negligence, carelessness, or any other act or omission might otherwise be liable to me or said minor child. It is further understood and agreed that this waiver, release, and assumption of risks is to be binding on the heirs and assigns of each of the undersigned.

Each of us further agrees to indemnify and to hold the above city (its officers, employees and agents) free and harmless from any loss, liability, damage, cost, or expense which they may incur as a result of any injury and/or property damage that said minor may sustain while participating in said activity.

Each agrees, in the event said minor requires medical or surgical treatment while under the supervision of said city's personnel, in connection with the above-described activity, such supervisor may authorize treatment. Each of us also agrees to pay all medical, hospital, or other expenses which said minor may incur as a result of such treatment.

WE/I HAVE CAREFULLY READ THIS WAIVER OF LIABILITY, MEDICAL RELEASE, AND INDEMNIFICATION AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. IT IS UNDERSTOOD THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN THE UNDERSIGNED AND THE ABOVE CITY, AND THAT THE SIGNATURES HEREIN HAVE BEEN GIVEN VOLUNTARILY.

_____	_____
Name of Participant (Please Print)	Age
_____	_____
Signature of Participant	Date
_____	_____
Signature of Participant's Father or Legal Guardian	Date
_____	_____
Signature of Participant's Mother or Legal Guardian	Date