



# COLORADO PARKS AND WILDLIFE

## 2023 Special Activities Agreement

### Lake Pueblo State Park

SUBMIT COMPLETED ACTIVITY AGREEMENT 45 DAYS PRIOR TO EVENT

### GENERAL INFORMATION

Name of Site/ Area Requested:		Date(s) of Request:	
		Earliest Set-up Date/Time:	
Will you be having multiple events?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Latest Clean-up Date/Time:	
Official Name of Group:			
Name of Event:			
Type of Activity:		Competitive?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Number Participants:			
Number of Vehicles or Boats:			

### RESPONSIBLE PERSON

### DISCLOSURE

This information will be used for both public and park reference.	
Name:	1. Will other state parks be used? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address:	If yes, list park(s) _____
City: State: Zip:	2. Will you be selling items at event? <input type="checkbox"/> Yes <input type="checkbox"/> No
Public Contact Phone #:	If yes, list items _____
E-mail:	3. Will a fee or donation be collected? <input type="checkbox"/> Yes <input type="checkbox"/> No
Social Media:	If yes, amount(s) of fee(s): _____
Event Day Cell Phone #:	
( EVENT DAY CELL FOR PARK USE ONLY)	

### CONDITIONS

Please read and initial the following items where indicated.

I understand that I am the responsible party for compliance with Statutes, Regulations and the condition of Park property reserved by this agreement. Violation of these rules or any laws or Park Regulations can result in probation, eviction, citation and/or affect your future use of Lake Pueblo State Park.

- \_\_\_\_\_ The Division of Parks and Wildlife maintains the right and authority to amend or cancel this permit at any time should the applicant fail to abide by conditions agreed to or if public health, safety and welfare so dictate.
- \_\_\_\_\_ The permittee agrees to hold harmless the State of Colorado, Division of Parks and Wildlife and their employees from any death, injury or property damage occurring as a result of this event.
- \_\_\_\_\_ All participants in the event agree to abide by and obey all rules and regulations of the Division of Parks and Wildlife, and any Federal, State, or Local regulations that may apply. Contact the park office for more information.
- \_\_\_\_\_ Approval to hold this event does not imply that extra services will be provided nor does it place any additional liabilities upon the Division of Parks and Wildlife.
- \_\_\_\_\_ The permittee may be assessed a Staff Impact Fee for extra services provided by the Division of Parks and Wildlife agreed upon prior to approval of application. If the impact to the Park, the natural resources on site, or other visitors exceeds the agreement, additional fees may be assessed.
- \_\_\_\_\_ Permittee will insure that all participants stay on designated trails/roadways and the modification of resource features or destruction of any vegetation is expressly prohibited.
- \_\_\_\_\_ Permittee will park all vehicles in designated areas only. A valid parks pass is required on all vehicles. Exceptions are not made for special activities.
- \_\_\_\_\_ No implied rights or reservations are granted as to parking spaces. Admission is on a first come, first served basis. Entry to a park may be prohibited when the park is at capacity. Exceptions are not made for special activities.
- \_\_\_\_\_ The permittee shall supply all necessary resources and equipment to safely conduct this event. The permittee shall be responsible for any and all damage to park resources and/or facilities that result from this event.
- \_\_\_\_\_ All temporary signs, banners and markers are to be set only with the permission of the park staff and should be approved thirty days prior to the event. No chalk, tape, or paint permitted for marking courses.
- \_\_\_\_\_ The permittee agrees to provide flyers and/or signs regarding the event one week prior to the event should park staff determine it is necessary to minimize use conflicts.
- \_\_\_\_\_ To the largest extent possible, the permittee will follow Leave No Trace principles while on the property. These can be found at <https://lnt.org/why/7-principles/>.



Lake Pueblo State Park

# Special Activity Request Detail Form

Please complete this form and attach to the Special Activity Agreement.

Does your event require use of trails or roadways? Yes  NO

If yes, please submit a map of the course or requested trails and roadways.

NOTE:

- May 1 through September 30 the park will not issue any road closures for events.
- October 1 through April 30 Park Managers may issue 15 minute maximum road closures.
- Event Participants are not permitted to be on roads without road closure.
- Any area used for your event is still open to public use unless otherwise negotiated in this agreement.
- Fishing tournaments are limited to no more than 20 boats per tournament.

**\*\*\*NO Events will be approved on Memorial Day, Father's Day, Fourth of July, Labor Day or Holiday Weekends\*\*\***

Explain activity and impacts on park in detail:

Explain the location and park area requested:

Explain in detail your logistics plan:

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Explain in detail your safety plan:

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Explain promotional information:


If boating is involved, will you need ANS boat inspections before the event?:

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Are any special arrangements needed by park staff? If so, explain:

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## **Requirements for Comprehensive General Liability Insurance (Required for Special Activity and Use Agreements)**

The Contractor shall obtain and maintain in full force and effect all comprehensive general liability insurance and property damage insurance naming:

**State of Colorado and U.S. Government**

**Attn: Lake Pueblo State Park**

**640 Pueblo Reservoir Road**

**Pueblo, CO 81005**

as additional insured or additional named insured, and as the Certificate Holder, to cover their liability from or incidental to operations under this Agreement. Insurance must be written on an Accord 25 (2001/08) Certificate of Liability Insurance form.

Such insurance will have a minimum limit of \$350,000.00 personal injury / \$990,000.00 for each occurrence from claims arising from property damage, bodily injury, or death resulting there from as specified in 24-10-114, C.R.S.

If during the season any accident should occur of significance that may increase the liability exposure of the State of Colorado as so determined by the Division, the Contractor involved in said accident may be required to increase their insurance coverage for each occurrence. This increase will take place within ten days of notification by the Division that additional insurance is required.

If proof of insurance is not provided by the Contractor as required by the Division within the stated time period, the Special Use Agreement will be suspended until such time that adequate certificate of insurance is received.

The policy will ensure the Contractor against all claims occasioned by acts or omissions of the Contractor in carrying out the activities and operations authorized by the Special Use Agreement, including any claims arising as a result of or incidental to the operation of a motor vehicle under this agreement.

Such policy will specify that the insurance company shall have no right of subrogation against the State of Colorado or the U.S. Government. The Contractor shall indemnify, defend, and save harmless the State of Colorado, the U.S. Government, and their agency employees for losses, damages, or judgments and expenses on account of accidents or other peril, bodily injury, death or property damage of any nature whatsoever, and by whomever made, arising out of the activities of the Contractor, guides and other employees under this Agreement.

The Certificate of Insurance will state that the Certificate Holder will be given written notice by the insurer at least forty-five (45) days prior to any modification, termination, or cancellation of the policy. Where cancellation is for non-payment of the premium, at least ten (10) days notice of the cancellation must be given (CRS 10-4-1097).

As companies affording coverage, only insurance companies licensed in the State of Colorado; insurance companies currently listed on the approved surplus lines listing for Colorado; or risk retention group qualified under the Federal "Liability Risk Retention Act of 1986" are acceptable. If a purchasing group, the name and address of said group must be identified. If changing to a new policy, the Colorado Division of Insurance can determine if the company is state licensed.