



**COMMERCIAL USE AUTHORIZATION APPLICATION FORM  
OLYMPIC NATIONAL PARK  
600 East Park Avenue  
Port Angeles, WA 98362  
(360) 565-3007; Fax (360) 360-565-3015**

**Applicant Name:** \_\_\_\_\_

**Business Name:** \_\_\_\_\_

**Applicant's Complete Address:** \_\_\_\_\_  
\_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**As an applicant, are you:** **Email:** \_\_\_\_\_

- Individual
  - Corporation
  - Partnership/Association
  - State Government/State Agency
- Website:** \_\_\_\_\_

**Note: If the business is a non-profit that will not be generating taxable income from the activity in the park, you will be required to obtain a non-profit Special Use Permit (SUP) instead of a Commercial Use Authorization (CUA). Please contact the park for additional information concerning non-profit status.**

**If you are an individual or a partnership, are you also a citizen(s) of the United States?**

- Yes       No

**Do you have a relative employed by the Department of Interior?**     Yes     No

**If yes, please contact the Park's Concession Office.**

**THE FOLLOWING ITEMS MUST BE SUBMITTED WITH YOUR APPLICATION:**

**1. Operating Plan. At a minimum include:**

- Description of proposed services to be provided.
- Trip Itineraries. For each trip -- a detailed itinerary showing the beginning and ending dates, beginning and ending points along with the route(s) you plan to take, including overnight locations. For backcountry trips, your proposed itinerary must be discussed with the staff at the park's Wilderness Information Center (360-565-3100) before submitting the application.
- Season or main period of operation;
- Who is your client base or audience; group size;
- Does this service include the use of motorized equipment or stock animals?
- Outline of environmental education information that will be provided to your clients.
- Safety and/or sanitation precautions/procedures that apply to your service.
- Resource protection measures, including Leave No Trace.

**2. Identification for ALL trip leaders/guides who will be working under your CUA:**

- Copies of current resumes;
- Description of your requirements for employment, staff training programs, etc.;
- Copy of current CPR and First Aid or Wilderness First Responder cards.

**Please--no copies of driver's licenses, social security cards, or passports.**

- Copy of current food handler's card for each trip leader/guide who prepares food for trip participants.

*You must notify us in writing of any staff changes during your operating season.*

3. Current brochure and advertising materials or information about advertising, i.e., websites, etc.
4. Description of client charges and fees, and what the charges cover. Attach rate sheet.
5. Certificate of Insurance meeting NPS permit requirements. The U.S. Government must be included as the certificate holder and additionally insured on the certificate as follows:  
*U.S. Government, National Park Service  
Olympic National Park  
Attn: Concession Specialist  
600 East Park Avenue  
Port Angeles, WA 98362*
6. Safety or Risk Management Plan. This may include, but is not limited to, evacuation and emergency procedures, contact points, use of cellular or satellite phones, first aid equipment and training, etc.
7. Visitor's Acknowledgement of Risks form (blank form attached—Exhibit D). The NPS does not allow use of a liability waiver form, insurance disclaimer, and/or indemnification agreement for park trips.
8. Please furnish your Tax Identification Number \_\_\_\_\_. This is a requirement of the 1996 Debt Collection Act, and is required in order to issue your CUA.
9. A \$100.00 non-refundable application/administrative fee made out to "NPS-DOI".

Have you ever provided, or are you currently providing, commercial services under a license/permit issued by a state or federal land management agency?

Yes       No

If Yes, please indicate the agency/agencies, location(s), dates, type of service offered, and all previous names used in these operations.

---

I HEREBY CERTIFY that I am of legal age and am authorized to do business in Washington State. I have personally examined the information contained in this application and certify that this information is correct to the best of my knowledge.

---

Applicant's Signature (sign in ink)

Date

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Please send the completed application form with the required documents and \$100.00 non-refundable administrative fee at least one month prior to your park trip or no later than May 1 (whichever occurs first) to:

Concessions Office  
Olympic National Park  
600 East Park Avenue  
Port Angeles, WA 98362

Further information may be obtained by telephoning Lisa Hilt, Concession Office, at (360) 565-3007.

## ADDITIONAL INFORMATION ON INSURANCE AND INDEMNITY

The following is general information regarding minimum requirements of insurance and indemnity. Exact insurance requirements and liability minimums specific to your proposed commercial service activity are noted in the conditions of the sample Commercial Use Authorization (enclosed).

### 1. General.

The CUA holder shall save, hold harmless, defend and indemnify the United State of America, its agents and employees, for losses, damages, or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage, of any nature whatsoever and by whomsoever made, arising out of the activities of the holder and his/her employees, subcontractors or agents under this license. The types and amounts of insurance coverage purchased by the holder shall be approved by the Superintendent. The holder shall annually, or at the time insurance is purchased, provide the Superintendent with a Certificate of Insurance as evidence of compliance with this section and shall provide the Superintendent ten (10) days' written notice of any material change in the holder's insurance program hereunder. The Superintendent will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the holder proves to be inadequate or otherwise insufficient for any reason whatsoever.

### 2. Public Liability.

The CUA holder shall provide comprehensive general liability insurance against claims occasioned by actions or omissions of the holder in carrying out the activities and operations authorized hereunder. Such insurance shall be in an amount commensurate with the degree of risk and the scope and size of such activities authorized herein but, in any event, the minimum limits of liability shall be **\$300,000** per occurrence covering bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the holder shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy in addition to a comprehensive general liability policy may be used to achieve the required limits. From time to time as conditions in the insurance industry warrant, the Superintendent reserves the right to revise the minimum required limits.

All liability policies are to specify the insurance company shall have no right of subrogation against the United States of America or shall provide that the United States of America is named an additional insured.

The holder shall also obtain the following additional coverages at the same limits as required for the holder's comprehensive general liability insurance unless other limits are specified below:

**a. Automobile liability:** To cover all owned, non-owned, and hired vehicles by the permit holder. Comprehensive Automobile Liability, Uninsured Motorist coverages, and Statutory "No-Fault" coverages as required by the State of Washington. **Minimum amount: \$25,000/\$50,000/\$10,000.**

**b. Worker's Compensation:** Statutory Worker's Compensation and employees' liability as required by the State of Washington.

UNITED STATES DEPARTMENT OF THE INTERIOR  
National Park Service  
OLYMPIC NATIONAL PARK  
COMMERCIAL USE AUTHORIZATION

**1. Permit Holder** \_\_\_\_\_ **Park Alpha Code:** \_\_\_\_\_  
**Name** \_\_\_\_\_ **Type of Use:** **Commercial Services**  
**Organization** \_\_\_\_\_ **Date Authorization Approved:** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**Telephone Number** \_\_\_\_\_ **Fax Number** \_\_\_\_\_ **Reviewed:** \_\_\_\_\_  
**Expires:** \_\_\_\_\_

2. The holder is hereby authorized to use the following described land or facilities in the above named area:  
Olympic National Park --

The area must be restored to its original condition at the end of the authorization.

3. The authorization begins at 8:00 a.m. (am/pm) on \_\_\_\_\_ (Month/Day/Year).

4. The authorization expires at 12:00 p.m. (am/pm) on \_\_\_\_\_ (Month/Day/Year).

5. SUMMARY OF AUTHORIZED ACTIVITY: (see attached sheets for additional information and conditions)

X **Out-of-Park:** The commercial services described above must originate and terminate outside of the boundaries of the park area. This permit does not authorize the holder to advertise, solicit business, collect fees, or sell any goods or services within the boundaries of the park area.

       **In-Park:** The commercial service described above must originate and be provided solely within the boundaries of the park area.

6. Authorizing legislation or other authority: Section 418, P.L. 105-391 (16 USC 5966)

7. NEPA Compliance: CATEGORICALLY EXCLUDED X EA/FONSI        EIS        OTHER APPROVED PLANS       

8. APPLICATION FEE: Received        Not Required        Amount \$100.00

9. LIABILITY INSURANCE: Required X Not Required        Amount \$300,000

10. COST RECOVERY: Required X Not Required        Amount 3% of previous year's gross receipts generated from operations within Olympic NP.

11. FACILITY USE FEE: Required        Not Required X Amount

**ISSUANCE of this authorization is subject to the conditions.** The undersigned hereby accepts this authorization subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

12. Signatures.

Authorization Holder:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Authorizing NPS Official:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CONDITIONS OF THIS AUTHORIZATION**

1. The CUA holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE:36 CFR 2.32(a)(3)].
2. The holder shall exercise this privilege subject to the supervision of the Superintendent or designee, and shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park policies, procedures, and regulations. The commercial services described above are to be provided to park visitors at reasonable rates and under operating conditions satisfactory to the Superintendent.
3. This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the holder, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the holder in connection herewith, and the holder hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
4. Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall be in the amount of \$300,000 and underwritten by a United States company naming the United States of America (National Park Service, Olympic National Park, 600 East Park Avenue, Port Angeles, WA 98362) as **additionally insured**. The holder agrees to provide the Superintendent with a Certificate of Insurance with the proper endorsements prior to the effective date of the authorization.
5. Cost incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity will be reimbursed by the holder. Administrative costs and estimated costs for activities on site must be paid when the authorization is approved. If any additional costs are incurred by the park, the holder will be billed at the conclusion of the authorization.

6. The holder represents and it is a condition of acceptance of this authorization that, pursuant to 41 U.S. C. 22, "No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon."
7. This authorization may not be transferred or assigned without the written consent of the Superintendent.
8. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.
9. The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
10. The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the Superintendent.
11. The holder is to provide the Superintendent upon request (and in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the Superintendent may request, including but not limited to, visitor use statistics and resource impact assessments.
12. The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America and the General Accounting Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.

**OLYMPIC NATIONAL PARK  
COMMERCIAL USE AUTHORIZATION  
APPENDIX A**

**SPECIAL PARK CONDITIONS**

**ALL CUA HOLDERS**

1. This authorization may not be transferred, extended, or assigned under any circumstances. Services cannot be subcontracted to anyone else, e.g., horse packers, llama packers, etc. These operators are required to have their own separate authorization.
2. The CUA holder and all participants authorized herein must comply with all of the conditions of this authorization including all exhibits or amendments or written directions of the Park Superintendent.
3. CUA application or renewal packages must be received by the Superintendent a minimum of one month prior to the first trip in the park or no later than May 1, whichever occurs first. Application or renewal packages received at the park after May 1 will not be processed for the year. Exceptions to this deadline will not be granted.
4. The holder will provide the Superintendent with an Operating Plan, which will include a description of proposed services to be provided, a detailed itinerary of proposed trips showing tentative routes, etc., for approval.
5. The holder will provide the Superintendent with a list of the trip leaders/guides who will guide in the park, along with current resumes showing their qualifications and a copy of certifications. The certifications will include current CPR and First Aid, Wilderness First Aid, or Wilderness First Responder cards for each trip leader/guide, and a food handlers card for each trip leader/guide if they are preparing food for your trip participants. Each trip leader/guide will carry a copy of all required certifications with them at all times while guiding in the park. The park will be notified in writing of any staff changes during the operating season and current resumes and certifications will be submitted for new staff.
6. The CUA holder will file with the Superintendent copies of advertising brochures or other handouts describing trips in the park. The holder must have a valid CUA to advertise park trips.
7. The holder will provide the Superintendent a current Risk Management or Safety Plan covering park trips.
8. Visitor's Acknowledgement of Risk Form (Exhibit 2). A NPS Visitor's Acknowledgement of Risk form will be used for all park trips, and must be signed by each client. An unsigned copy will be submitted to the park for inclusion in each CUA record. Waivers of liability, insurance disclaimers, and/or indemnification agreements are not allowed for park trips.
9. Annual CUA Survey (Exhibit 1). Within sixty (60) days after the end of each year from the effective date of this authorization, the holder will submit an annual survey, which summarizes total in-park visitor use and includes gross revenues for the year. For the purpose of this authorization, gross revenues are defined as:
  - a. The total amount received, realized by, or accruing to the business operator for all sales of goods and services provided by the business operator for payment by cash, barter, or credit pursuant to the privileges granted by the authorization. This includes income from subsidiary or other operations located outside of lands administered by the National Park Service to the extent that they support operations authorized by this authorization.

b. Gross receipts generated from subsidiary or other operations located outside of the park that do not participate in the provision of the service will not be included in the calculation of revenues generated under this authorization.

10. This authorization is applicable only for the use of the area(s) and term(s) designated.

11. The Superintendent may prohibit the CUA holder from using areas of heavy use during certain periods of the year.

12. It is expressly agreed and understood that this CUA does not authorize the holder to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States.

13. Non-compliance with park regulations on the part of any trip leader/guide acting pursuant to a CUA will be grounds for:

- a. The trip leader/guide may be individually cited for the violation;
- b. The CUA will be revoked for repeated violations by those acting under the CUA.

14. All accidents/incidents resulting in personal injury requiring more than first aid treatment, or damage to park resources will be reported to park dispatch (360-565-3000) as soon as reasonable, but no more than 24 hours following the incident.

15. The area(s) authorized for use under this authorization must be left in substantially the same condition as it was prior to the activities authorized herein, and refuse will be packed out, or disposed of as required by the Superintendent. The holder will be liable for any damages to property of the United States resulting from the activities authorized hereunder.

16. The CUA holder is required to carry a copy of this authorization while operating within the park and must be presented to park officials upon request. Holders will ensure that each of their trip leaders/guides receive a copy of the CUA and understand the authorization contents and conditions.

17. Nondiscrimination. The following provisions constitute Section 1 in accordance with Executive Order No. 11478 of August 8, 1969, as amended by Executive Order No. 13087 of May 28, 1998, and as amended by Executive Order No. 13152 of May 2, 2000. If use of the resource covered by their authorization will involve the employment by the CUA holder of a person or persons, the holder agrees as follows:

a. The CUA holder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, age, sexual orientation, or status as a parent. The holder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, handicap, age, sexual orientation, or status as a parent. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. The CUA holder will, in all solicitations or advertisements for employees placed by or on behalf of the holder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, handicap, age, sexual orientation, or status as a parent.

c. The holder will comply with all provisions of Executive Order No. 11478 of August 8, 1969, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

d. In the event of the holder's noncompliance with the non-discrimination clauses of this CUA or with any of such rules, regulations, or orders, this CUA may be canceled, terminated or suspended in whole or in part.

## WILDERNESS (BACKCOUNTRY) OPERATIONS

1. **Wilderness Information Center.** The holder will, as soon as reasonably possible, notify the staff of the Wilderness Information Center (WIC) with the names of those individuals who will be leading trips conducted under the CUA.

2. **Wilderness Camping Permit.** Trip leaders/guides of each backpacking outing will possess an Olympic National Park **Wilderness Camping Permit** and his/her signature thereon will designate him/her as the responsible person with respect to complying with all park rules and regulations. This is a separate permit from the Commercial Use Authorization.

a. Each trip leader/guide will obtain a **Wilderness Camping Permit** for each hike by contacting the WIC either by phone or in person during normal working hours after March 31. There are areas where advanced reservations are required or recommended. These will be accepted by fax or postal mail beginning April 1. Phone reservations are no longer accepted. A reservation form can be found at <http://www.nps.gov/olymp/planyourvisit/upload/wilderness-permit-reservation-form.pdf>. Please see our Wilderness Trip Planner Map for locations where **Wilderness Camping Permits** are limited. For locations where they are not limited, advanced reservations are not available, but **Wilderness Camping Permits** can be set up for the season starting April 1. These can also be obtained upon arrival at the park through the WIC in Port Angeles. At the time of registration, trip leaders/guides must identify themselves as operating under a CUA. All **Wilderness Camping Permits** must be obtained through the WIC. Self-registering at trailheads or ranger stations is not allowed. Any changes to your **Wilderness Camping Permit** must be approved in advance by the WIC. Failure to comply will cause a violation of your CUA.

b. Before the WIC will take your wilderness reservation or issue a **Wilderness Camping Permit**, your CUA must be finalized and trip leader/guide resumes and all required certifications received by the WIC and the Park's Concession Office. Guide certifications must be mailed, faxed, or emailed to these two offices no later than 30 days prior to the first day of your hike. Each trip leader/guide will carry a copy of all required certifications with them while guiding in the park. The WIC will not make any phone calls, arrange last minute faxes, nor make special arrangements of any kind if the trip leaders/guides arrive unprepared. Failure to provide guide certifications as required above, will be grounds for revoking the CUA for the rest of the year and renewal will not be allowed for one full year.

c. Clients participating in CUA conducted outings may not register separately for **Wilderness Camping Permits**, but are covered under the **Wilderness Camping Permit** issued to the CUA holder as long as the group is camping together. Clients who are not camping with the trip leader/guide (CUA holder) will be required to get a separate **Wilderness Camping Permit** through the WIC. For example: packer doing a drop camp and is not camping with the clients, therefore, the clients will need their own **Wilderness Camping Permit**.

d. The WIC may be contacted for assistance with trip planning, regulations, and Leave No Trace by calling (360) 565-3100. Trail conditions are posted on the park's website at <http://www.nps.gov/olymp/planyourvisit/wilderness-trip-planner.htm>

3 Trip leaders/guides are responsible to be familiar with park regulations and for food storage for their group while on outings. Trip leaders/guides are responsible for insuring that clients are adequately informed of park regulations and relevant Leave No Trace practices.

4. Food Storage. All of Olympic National Park is designated as a secure food storage area.

a. Park approved animal resistant food containers ("bear canisters"), capable of preventing access by wildlife are required in the following areas: On the wilderness coast (Hoh River to north boundary at Shi-Shi); Royal Basin area from the Lower Meadow (.75miles below Royal Lake) to and including Upper Royal Basin and Deception Basin; Sol Duc River drainage/Seven Lakes Basin High Divide Loop area to include all camps adjacent to and enclosed by the Deer Lake Trail, High Divide Trail, Lunch Lake Trail, Sol Duc River Trail, Mink Lake Trail, East High Divide Trail, and Cat Basin Way Trail. All food, garbage, and scented items must be properly stored in an approved container at all times.

b. In all other park areas, the holder will use approved animal resistant food containers ("bear canisters") for food storage for all trips when the duration of the trip is four (4) nights or fewer. If the duration of the trip is greater than four (4) nights, a combination of bear canisters and park bear wires may be used. In areas without bear wires, all food and scented items that do not fit in bear canisters (minimum one per person) must be suspended a minimum of 12 feet from the ground and 10 feet out from the nearest tree trunk.

c. Bear canisters are available for loan at the park's WIC and at most ranger stations. A \$3 suggested donation per container helps continue the program.

d. See <http://www.nps.gov/olym/planyourvisit/wilderness-food-storage.htm> for additional information on food storage.

5. Trip leaders/guides must have experience in the wilderness (backcountry) areas in which they guide.

6. Each wilderness (backcountry) trip will be accompanied by one trip leader or guide for each eight visitors or fraction thereof, with a maximum group size of 12 persons which includes the trip leaders/guides.

7. Pets, bicycles, and vehicles are not allowed in the Olympic National Park wilderness (backcountry).

8. Equipment or food caches (items left unattended for more than 24 hours) will not be maintained within Olympic National Park.

9. Public Health. To ensure minimum standards for public health are maintained in the wilderness (backcountry) where front country standards are not achievable, the holder conducting backpacking trips is "required" to comply with the guidelines of the U.S. Public Health Service (USPHS) for Food, Potable Water, Human Waste, Vector-Borne and Zoonotic Diseases, and Illness Reporting in backcountry operations. For additional information, go to: [http://www.nps.gov/public\\_health/inter/info/rms/rm83f.pdf](http://www.nps.gov/public_health/inter/info/rms/rm83f.pdf) . Trip leaders/guides for each trip or group are "required" to be a certified food handler if they are preparing food for your trip participants. Trip leaders/guides will carry a copy of their food handler's card while guiding in the park. A food service worker training card issued by a state, county, or local health department will be accepted.

**OLYMPIC NATIONAL PARK  
COMMERCIAL USE AUTHORIZATION  
APPENDIX B**

**INSURANCE AND INDEMNITY**

1. **General.** The CUA holder will save, hold harmless, defend and indemnify the United State of America, its agents and employees, for losses, damages, or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage, of any nature whatsoever and by whomsoever made, arising out of the activities of the CUA holder and his/her employees, subcontractors or agents under this license. The types and amounts of insurance coverage purchased by the CUA holder will be approved by the Superintendent. The CUA holder will annually, or at the time insurance is purchased, provide the Superintendent with a Certificate of Insurance as evidence of compliance with this section and will provide the Superintendent ten (10) days' written notice of any material change in the authorization holder's insurance program hereunder. The Superintendent will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the CUA holder proves to be inadequate or otherwise insufficient for any reason whatsoever.

2. **Public Liability.**

a. The CUA holder will provide comprehensive general liability insurance against claims occasioned by actions or omissions of the CUA holder in carrying out the activities and operations authorized hereunder. Such insurance will be in an amount commensurate with the degree of risk and the scope and size of such activities authorized herein but, in any event, the minimum limits of liability will be **\$300,000** per occurrence covering bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the holder will obtain additional insurance to restore the required limits. An umbrella or excess liability policy in addition to a comprehensive general liability policy may be used to achieve the required limits. From time to time as conditions in the insurance industry warrant, the Superintendent reserves the right to revise the minimum required limits.

b. All liability policies are to specify the insurance company will have no right of subrogation against the United States of America or will provide that the United States of America is named an additional insured.

c. The CUA holder will also obtain the following additional coverages at the same limits as required for the CUA holder's comprehensive general liability insurance unless other limits are specified below:

(1) **Automobile liability.** To cover all owned, non-owned, and hired vehicles by the CUA holder. Comprehensive Automobile Liability, Uninsured Motorist coverages, and Statutory "No-Fault" coverages as required by the State of Washington. Minimum amount: **\$25,000/\$50,000/\$10,000**.

(2) **Worker's Compensation.** Statutory Worker's Compensation and employees' liability as required by the State of Washington.

(3) **Commercial Watercraft Liability.** This insurance is required for all owned, non-owned, and hired vessels used in providing services under this CUA within NPS areas. The minimum amount of Commercial Watercraft Liability insurance required for this CUA is **\$300,000 per occurrence**. A higher liability limit may be required.

3. **Insurance Companies.** Coverage provided by insurance companies must meet the following minimum requirements:

- a. All insurers for all coverages must be rated no lower than A- by the most recent edition of Best's Key Rating Guide (Property-Casualty edition).
- b. All insurers for all coverages must have a Best's Financial Size Category of at least VIII according to the most recent edition of Best's Key Rating Guide (Property-Casualty edition).
- c. All insurers must be admitted (licensed) in the State in which the entity is domiciled.

4. **Certificates of Insurance.**

a. The "U.S. Government, National Park Service, Olympic National Park, Attn: Concession Office, 600 East Park Avenue, Port Angeles, WA 98362" must be named as **additional insured** in the certificate holder section of each Certificate of Liability Insurance. The **services authorized** by the CUA and covered by the insurance must be stated in the description of operations section of the Certificate of Insurance. The **policy number** must appear on the Certificate of Insurance; binders are unacceptable. **The Certificate of Insurance for all Liability and Worker's Compensation Insurance must contain a 30-day cancellation clause.**

b. It is the responsibility of the CUA holder to ensure that a current, correct copy of all Certificates of Insurance is always on file in the park concessions office. Failure to provide a current, correct copy of all Certificates of Insurance for the duration of the CUA will result in immediate suspension of the CUA.

c. The CUA holder is responsible for ensuring all Certificates of Insurance correctly state the type of liability, all additional insured, and services authorized, and contain the required 30-day cancellation clause.

d. The name on the certificate of insurance must match your business name, including any names used under "doing business as".



**COMMERCIAL USE AUTHORIZATION  
EXHIBIT 1**

**ANNUAL COMMERCIAL USE AUTHORIZATION SURVEY**

Park Name: OLYMPIC NATIONAL PARK

Permittee Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Expiration Date: December 31, 201 CUA Number: \_\_\_\_\_

1. What service do you provide to the park visitor?

\_\_\_\_\_

2. How many visitors did you serve this year within the park area?

\_\_\_\_\_

3. How much time did you or your customers spend in the park (days/hours)?

\_\_\_\_\_

4. Is the park or its resources a primary or exclusive destination?

\_\_\_\_\_

5. Is the park only incidental to the service you provide?  Yes  No

If the answer is yes, why? \_\_\_\_\_

\_\_\_\_\_

What percent of the activity actually takes place in the park overall?

\_\_\_\_\_

6. What are the annual gross receipts generated as a result of being in the park \$ \_\_\_\_\_

7. How is the answer to #6 calculated? \_\_\_\_\_

**OLYMPIC NATIONAL PARK  
COMMERCIAL USE AUTHORIZATION (CUA)  
WILDERNESS USE SUMMARY**

Trip leaders/guides \_\_\_\_\_  
\_\_\_\_\_

Provide the following information for the past operating season: From \_\_\_\_\_ To \_\_\_\_\_  
(Dates)

Please answer the following questions. ***Attach additional sheets if necessary.***

Number of clients \_\_\_\_\_ Total party size (guides + clients = ) \_\_\_\_\_  
Number of stock \_\_\_\_\_ Type of stock \_\_\_\_\_  
Stock used only for supply drops? Yes \_\_\_\_\_ No \_\_\_\_\_

Location(s) of entries \_\_\_\_\_  
Location(s) of exit(s) \_\_\_\_\_  
Location(s) completed Wilderness Camping Permit(s) \_\_\_\_\_  
Ranger-issued permit? Yes \_\_\_\_\_ No \_\_\_\_\_

Activity summary:

Consumptive activities (fishing, berry picking, campfires, etc.):

Volunteer work performed:

Problems/challenges encountered:

Impacts observed:

Contact made with NPS ranger? Yes \_\_\_\_\_ No \_\_\_\_\_  
Location of contact (frontcountry office, backcountry ranger station, campsite, etc.):



**COMMERCIAL USE AUTHORIZATION  
EXHIBIT 2**

**VISITOR'S ACKNOWLEDGEMENT OF RISKS**

In consideration of the services of \_\_\_\_\_ their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "\_\_\_\_\_", I agree as follows:

Although \_\_\_\_\_ has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, \_\_\_\_\_ has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. \_\_\_\_\_ does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

[description of risks]

I am aware that \_\_\_\_\_ entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of \_\_\_\_\_ has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and, as a result of my negligence in participating in this activity.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Under 18, signature of parent or guardian

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date