

UNITED STATES DEPARTMENT OF THE INTERIOR  
National Park Service  
**Prince William Forest Park**  
Special Use Permit

CONDITIONS OF THIS PERMIT

1. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation: [36 CFR 2.32(a)(3)].
2. The permittee shall exercise this privilege subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this permit. Failure to do so may result in the immediate suspension of the permitted activity or the termination of the permit.
3. If any provision of this permit shall be found to be invalid or unenforceable, the remainder of this permit shall not be affected and the other provisions of this permit shall be valid and be enforced to the fullest extent permitted by law.
4. The permittee is responsible for making all necessary contacts and arrangements with other Federal, State, and local agencies to secure required inspections, permits, licenses, etc.
5. Failure to comply with any of the terms and conditions of this permit may result in the immediate suspension or revocation of the permit. All costs associated with clean up or damage repairs in conjunction with a terminated permit will be the responsibility of the permittee.
6. This permit may be revoked at the discretion of the Superintendent upon 24 hour notice, or without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.
7. This agreement is made 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 (Permittee/Grantee), 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 agreement or occasioned by any occupancy or use of said premises or any activity carried on by the (Permittee) in connection herewith, and the (Permittee) 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.
8. Permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the permittee, its agents and employees in carrying out the activities and

operations authorized by this permit. The policy shall be in the amount of **\$ 2,000,000** and underwritten by a United States company naming the United States of America as **additionally insured**. The permittee agrees to provide the Superintendent with a Certificate of Insurance with the proper endorsements prior to the effective date of the permit.

9. Permittee agrees to deposit with the park a bond in the amount of \$ \_\_\_\_\_ from an authorized bonding company or in the form of cash or cash equivalent, to guarantee that all financial obligations to the park will be met, including the restoration and rehabilitation of the permitted area.
10. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the permitted activity will be reimbursed by the permittee. Administrative costs and estimated costs for activities on site must be paid when the permit is approved. If any additional costs are incurred by the park, the permittee will be billed at the conclusion of the permit. Should the estimated costs paid exceed the actual costs incurred; the difference will be returned to the permittee.
11. The person named on the permit as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must remain on-site at all times. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit.
12. As a condition of acceptance of this permit by the permittee and 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."
13. Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this Agreement for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
14. This permit may not be transferred or assigned without the prior written consent of the Superintendent.
15. Prince William Forest Park is a trash free park and all trash must be removed by participant at the conclusion of their event.
16. Volunteers will be provided to assist with parking if applicable.
17. This permit is applicable only for the use of the area and the times designated, or in any area as may hereafter be designated by National Park Service Rangers. The Special Event may not interfere with general visitor use of the designated area. If applicable, the permittee must pay all charges associated with the rental of the Telegraph Pavilion, lodging at Oak Ridge, and any staff assistance that may be needed for opening gates early, monitoring the event, etc.

Designated marshalls will be strategically placed to assist with parking, crossings, directions, etc. Traffic cones will be placed at all crossings. Course marshalls and athletes will be wearing easily identifiable shirts/safety vests.

18. Signs or banners which specifically identify or announce the event or portion of the event may be permitted. Commercial sponsors may be recognized on signs or banners, by letters or logo not to exceed one-third the height and width of the primary lettering identifying the event or portion of the event. The overall size and design of any signs or banners shall be appropriate to the park setting. Signs and banners may not be affixed to existing trees or other NPS facilities or structures. All signs and banners must have prior approval of the Superintendent.
19. Advertising and/or commercial activities on National Park Service properties are prohibited, as Federal parkland may not be used for the promotion or advertisement of commercial brands, products, or services.
20. The exchange and/or collection of money on National Park Service property is prohibited. No merchandise may be sold or offered for sale, including T-shirts, posters, patches, jewelry, hats, license plates, beverage containers, flags, records, compact disks, tapes, photographs, decals, lapel pins, and amps. This list is not all inclusive, but it is representative of items traditionally offered for sale. The distribution or give-away of a commercial product is permitted if it is an item that may be consumed at the event site such as pre-packaged juice, fruit, popcorn, etc.
21. The permittee can erect tents at the designated location. Stakes for tents, staging, towers, signs, or other structures may not be driven more than 18 inches into the ground, and must avoid all underground pipes and fixtures. Permittee shall be responsible for any and all costs as a result of damage to underground lines and/or utilities. The event is permitted to use an amplified system to announce results. Mats and/or high visibility cable and cord protection devices must cover all electrical extension cords, cables, speaker wiring, etc. as to not create a safety hazard. All wiring and connectors must be in good condition, of sufficient gauge to accommodate the electrical load of the equipment and must be properly grounded.
22. The permittee must at all times conduct activities as to insure the safety of the park visitors and the protection of the park's resources. An event sweep will be designated that can monitor the event and the participants. Permittee shall provide and ensure participants wear an event number or other tracking mechanism that is visible and clearly denotes that they are participating in this event.
23. Permittee and all participants authorized herein must comply with all of the conditions of this permit and with all directions of Prince William Forest Park Law Enforcement Park Rangers. No other activity or event is granted under this permit.
24. **National Park Service 24 hour dispatch can be reached at 1-301-714-2235 and shall be notified of any injuries/incidents associated with this event.**