



## GENERAL 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 hours 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 \$    N/A    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 \$    N/A    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.

## Horse Use Regulations at American Camp

The National Park Service, as the nation's principal conservation agency, is charged with preserving some of America's most significant natural and cultural heritage areas. Our mandate requires us to manage national park units in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations. To meet our preservation responsibilities, the following permit has been developed for horse use in San Juan Island National Historical Park, American Camp.

### SPECIFIC TERMS AND CONDITIONS

15. Only one person of each horse party must obtain a valid Horse Use Permit, known as the permittee, before horse use at American Camp.
16. Permits are issued free of charge and expire on December 31<sup>st</sup>.
17. Permits are issued by the chief ranger's office located at the park headquarters, 650 Mullis Street, Suite 100, Friday Harbor, WA 98250.

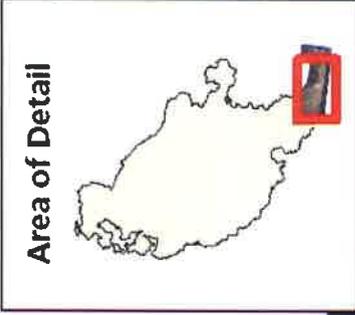
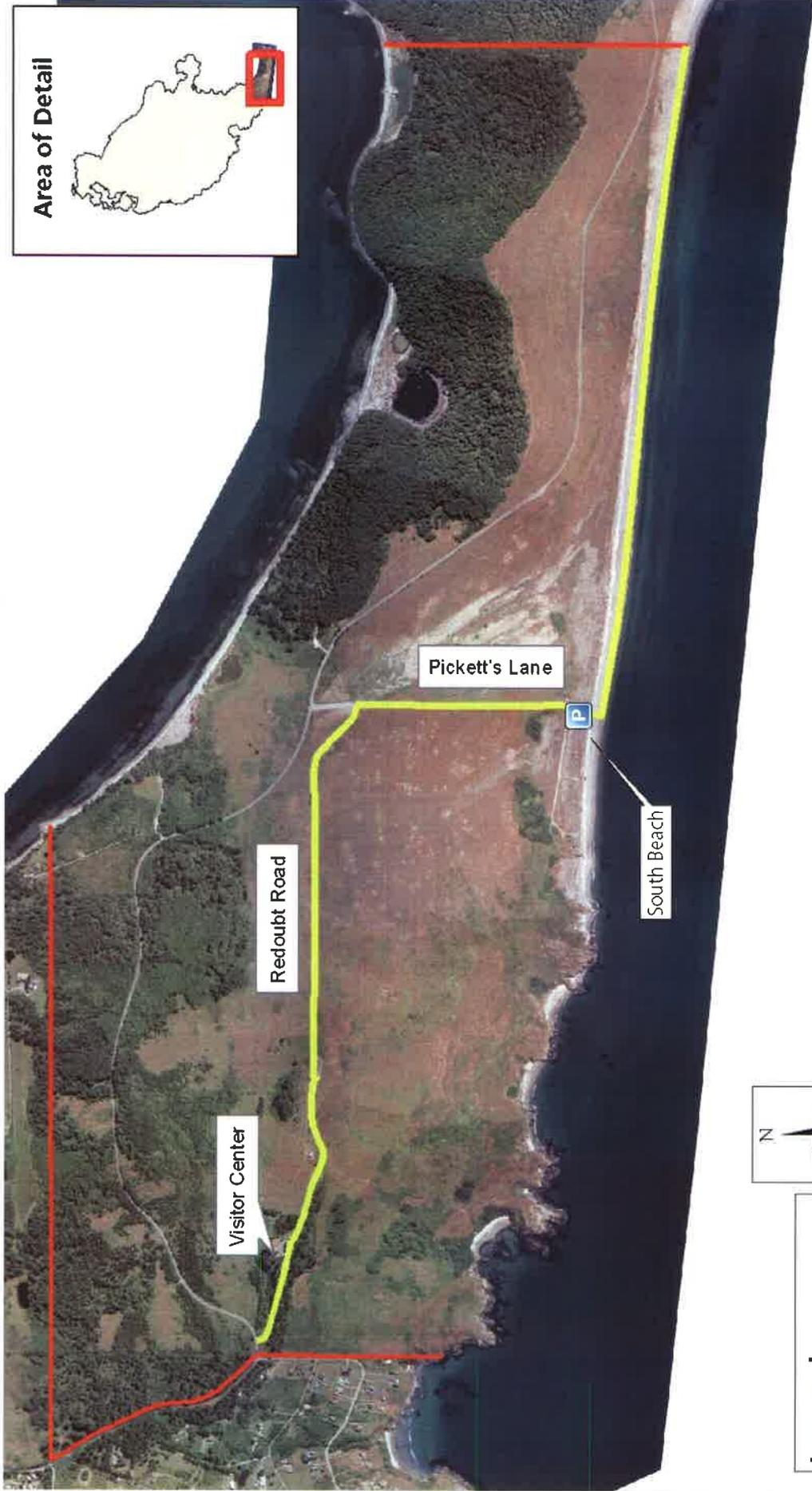
**THE PERMITTEE** will initial items numbers 18 through 30 of this permit or it will not be valid.

18. **THE PERMITTEE** will only allow horse use in the designated areas of American Camp, shown on the attached map; Visitor center access road, Redoubt Road, Pickett's Lane and the beach east of Pickett's Lane up to the extreme high tide line or large driftwood piles. \_\_\_\_\_
19. **THE PERMITTEE** is accountable to ensure that the party follows the terms and conditions of the permit. \_\_\_\_\_
20. **THE PERMITTEE** is limited to four horses; larger groups require written permission from the chief ranger however a date, time and number of riders must be specified. \_\_\_\_\_
21. **THE PERMITTEE** must be within eye sight of their entire party at all times. \_\_\_\_\_
22. **THE PERMITTEE** must carry permit while using horses within the park. \_\_\_\_\_
23. **THE PERMITTEE** will only walk horses in the park. \_\_\_\_\_
24. **THE PERMITTEE** will load, unload and park horse trailers at the main paved parking area at the end of Pickett's Lane as space permits unless riding into the park on The visitor center access road, Redoubt Road and Pickett's Lane. \_\_\_\_\_
25. **THE PERMITTEE** will remove horse manure from parking area prior to departure. \_\_\_\_\_
26. **THE PERMITTEE** will surrender horse permit to a Law Enforcement Ranger if they or any member of their party violates any of the above terms or conditions of this permit AND will be in violation of 36 Code of Federal Regulations 1.6(g) Violating Terms or Conditions of Permit. The permittee can either receive a citation for \$50 + processing fee or be cited to Federal Court in Bellingham where the maximum fine is \$5,000 and or six months in jail. The Superintendent will notify the permittee in writing of their suspension for the remainder of the calendar year. \_\_\_\_\_
27. Federal Marine Mammal Protection Act, 50 CFR 216 (<http://www.nmfs.noaa.gov/pr/laws/mmpa/>)– It is a violation of this law to harass, touch, move or kill any marine mammal punishable up to \$10,000 per violation. **Federal guidelines require that you and your pets do not approach marine mammals within 300 feet.** \_\_\_\_\_
28. Title 36 Code of Federal Regulations, Section 1.5 - Closures and public use limits.(a) Consistent with applicable legislation and Federal administrative policies, and based upon a determination that such action is necessary for the maintenance of public health and safety, protection of environmental or scenic values, protection of natural or cultural resources, aid to scientific research, implementation of management responsibilities, equitable allocation and use of facilities, or the avoidance of conflict among visitor use activities, **the superintendent may:(2) Designate areas for a specific use or activity, or impose conditions or restrictions on a use or activity.** \_\_\_\_\_

29. Title 36 Code of Federal Regulations, Section 2.1 - Preservation of natural, cultural and archeological resources. (a) The following is prohibited: (1) Possessing, destroying, injuring, defacing, removing, digging, or disturbing from its natural state:
- (i) Living or dead wildlife or fish, or the parts or products thereof, such as antlers or nests.
  - (ii) Plants or the parts or products thereof.
  - (iii) Nonfossilized and fossilized paleontological specimens, cultural or archeological resources, or the parts thereof.
- (5) Walking on, climbing, entering, ascending, descending, or traversing an archeological or cultural resource, monument, or statue.
- (6) Possessing, destroying, injuring, defacing, removing, digging, or disturbing cultural or archeological resources. \_\_\_\_\_
30. Title 36 Code of Federal Regulations, Section 2.2 - Wildlife protection. (a) The following are **prohibited:**(2) **The feeding, touching, teasing, frightening or intentional disturbing of wildlife** nesting, breeding or other activities. \_\_\_\_\_



# Horse Use Trail



**Legend**

- Horse Trail
- Park Boundary

