



COMMERCIAL USE AUTHORIZATION APPLICATION



Upper Delaware Scenic & Recreational River

274 River Road
Beach Lake, PA 18405-4046
Bonnie K. Sheard, CUA Coordinator
Phone Number: 570-729-8251, ext. 2221

The following explanations correspond directly with the numbered items on the Application Form. Please read this entire document prior to completing the application. Include the nonrefundable application fee when submitting this application.

1. Enter the service you are proposing to provide. These are the services which are currently approved in the park: 1) Fishing Guide (Fly or Spin) – non-motorized vessels *or* motorized vessels with proof of US Coast Guard Captain's license; 2) Boat Livery Rental – non-motor; 3) Children's Camps- guided river trips; 4) SCUBA Diving Workshops/Tours.
2. Respond "No" or list other parks where you will be providing this service.
3. Enter the legal name of your business. If you have a secondary name under which you are doing business (d.b.a.), please enter that name also.
4. Give the name(s) of persons designated as Authorized Agents for your business. This may include the on-site general manager responsible for day to day operations.
5. Provide contact information for both the main season and the off-season. Over the term of your authorization, it may be necessary to contact you to obtain or share information. Your contact information may also be published in the NPS Commercial Services Directory.
6. Check the box that identifies your type of business.
7. If the state in which you operate or the state where your business is domiciled requires a state business license, provide the license number and year of expiration.
8. Provide your Employer Identification Number (EIN). The Debt Collection Improvement Act of 1996 requires us to collect an EIN or Social Security Number (SSN). The NPS will not collect SSNs, only EINs. The EIN is issued by the Internal Revenue Service. You may receive a free EIN at <http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/How-to-Apply-for-an-EIN>. We will use the EIN that you provide as needed to collect debts.
9. Provide proof of General Liability Insurance naming the United States of America, as additional insured in the amounts designated in the application. Insurance companies must be rated at least A- by the most recent edition of A.M. Best's Key Insurance Reports (Property-Casualty edition) or similar insurance rating companies (Moody's, Standard and Poor's, or Fitch). Refer to "Attachment B".
10. Provide a description of and registration number of each vehicle/vessel/aircraft you will utilize during the course of the proposed commercial service.
11. Provide copies of all licenses, vehicle/vessel registration, and certificates of training as required by "Attachment A".
12. NPS Management Policy prohibits employees of the NPS and their spouses and minor children from acquiring or retaining any authorization for conducting commercial services in a park area.
13. If your business or business owners or current employees or proposed employees have been convicted or are currently under charges for violation of State, Federal, or local law or regulation in the last 5 years, please give details (does not include minor traffic tickets).
14. Do **not** include payment of the Application Fee \$100 (see "Attachment C" – Fee Schedule and Payment Information).
15. Please sign and date your application. If the person SIGNING this application is an Authorized Agent for the business, proof of signing authority must accompany this application.

Attachment A: List of Approved Services and Required Documentation
Attachment B: Insurance Requirements
Attachment C: Fee Schedule and Payment
Attachment D: Permit Conditions for the approved service
Attachment E: CUA Safety Orientation
Attachment F: Acknowledgement of Risk Form

Additional Information: The National Park Service has terms and conditions on all commercial service agreements. The following terms and conditions will apply to *all* Commercial Use Authorizations. There may be additional terms and conditions based on the special services provided to the park. These may include but are not limited to limits on locations, times, group size, and employee licenses and certifications, and providing such information to the park superintendent for approval.

CONDITIONS OF THIS AUTHORIZATION

1. **False Information:** The 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. **Legal Compliance:** The holder shall exercise this privilege subject to the supervision of the park area Superintendent. The holder 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 area policies, procedures and regulations. The commercial services described above are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park area Superintendent.
3. **Rates:** The holder shall provide commercial services under this authorization to visitors at reasonable rates. The holder shall provide commercial services to visitors under this authorization under operating conditions satisfactory to the area Superintendent.
4. **Liabilities and Claims:** 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.
5. **Insurance:** 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 name the United States of America as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
6. **Fees:** The Holder shall reimburse the park for all costs incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity. An application fee covering costs for the application process must be paid when the application is submitted. Pre-determined Administrative and Monitoring costs will be paid by the Holder upon instructions from a Bill for Collection issued by the park after the application is processed. If for such documented reasons additional costs are incurred by the park, such as but not limited to, additional Monitoring or Administrative fees to support the commercial activity, these fees will be paid annually by the Holder upon instruction from a Bill For Collection issued by the park at the end of the year.
7. **Benefit:** No member of, or delegate to, Congress, or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise from this Contract. This restriction shall not be construed to extend to this Contract if made with a corporation or company for its general benefit.
8. **Transfer:** This authorization may not be transferred or assigned without the written consent of the park area Superintendent.
9. **Termination:** This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.
10. **Preference or Exclusivity:** 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.
11. **Construction:** The holder shall not construct any structures, fixtures or improvements on NPS owned or managed land. The holder shall not engage in any groundbreaking activities without the express, written approval of the park area Superintendent.
12. **Reporting:** The holder is to provide the park area 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 park area superintendent may request, including but not limited to, visitor use statistics, and resource impact assessments.
13. **Accounting:** 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 Government Accountability Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.

- 14. Minimum Wage:** The holder is required to adhere to Executive Order 13658 – Establishing a Minimum Wage for Contractors, as applicable. The implementing regulations, including the applicable contract clause, are incorporated by reference into this contract as if fully set forth in this contract and available at <https://federalregister.gov/a/2014-23533>.
- 15. Visitor Acknowledgment of Risks (VAR):** The holder is not permitted to require clients to sign a waiver of liability statement or form, insurance disclaimer, and/or indemnification agreement waiving the client's right to hold the CUA holder responsible for accidents or injury occurring on NPS owned or managed property. The holder is permitted to request or require a client to sign a form or statement acknowledging risk and/or indicating that certain prerequisite skills may be needed to participate in the commercial activity. The CUA holder must provide the park with a current copy of the sample form and/or statements used for this purpose and obtain written approval by the park. A sample Acknowledgment of Risk form is attached as Attachment F, or may be obtained by contacting the CUA office at 570-729-8251 ext. 2221, or by going to the park CUA webpage at www.nps.gov/upde/planyourvisit/permits.htm.
- 16. Intellectual Property of the National Park Service:** Except with the written authorization of the Director of the National Park Service, the Holder shall not assert any legal claim that the Holder or any related entity holds a trademark, tradename, servicemark or other ownership interest in the words "National Park Service", the initials "NPS", or official name of any unit or part thereof, including but not limited to any facility, logo, distinctive natural, archaeological, cultural, or historic site, within the National Park System, or any colorable likeness thereof, or the likeness of a National Park Service official uniform, badge, logo, or insignia.
- 17. Nondiscrimination:** The holder must comply with Applicable Laws relating to nondiscrimination in providing visitor services to the public and with all equal employment opportunity provisions of Title VII of the Civil Rights Act, as amended.

IMPORTANT: Before completing this application, please refer to the Application Instructions to verify that the service you are proposing is an approved commercial service. If the service you wish to provide is **not** listed on the table of approved commercial visitor services, contact us at 570-729-8251, ext. 2221.

Also, special conditions apply to this application and the commercial use authorization/permit - see Attachment D, for additional Special Conditions for Upper Delaware Scenic and Recreational River.

9. Liability Insurance:

Provide proof of insurance. The CUA operator must maintain General Liability insurance naming the United States of America as additional insured. Minimum coverage amount is \$500,000 per occurrence. Some activities will require increased coverage; see Park-Specific CUA Insurance Requirements. See Attachment B – CUA Insurance Requirements for additional information.

10. FISHING GUIDES ONLY: Will your business operate vehicles (car, truck, van, bus, taxicab, vessel, aircraft, etc.) within NPS boundaries? Yes No

If "Yes," please give a description of each vehicle. Use additional paper, if necessary. All vehicles are required to be registered and the operators are required to have the proper licenses to operate them commercially, as required by law or regulation.

| Make/Model of Vehicle & Trailer | State/License Number | Year | Max # Passenger Capacity | Own/Rent |
|---------------------------------|----------------------|------|--------------------------|----------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| Make/Model of Vessel (Boat) | Registration Number or USCG Documentation | Length | Max # Passenger Capacity | Own/Rent |
|-----------------------------|---|--------|--------------------------|----------|
| | | | | |
| | | | | |
| | | | | |

11. Employee Licenses and Certifications:

The park requires proof (copies) of applicable licenses, registrations and certificates of training, such as; valid driver's license, fishing license, guides license, vessel registration, First Aid certification, CPR/AED certification, Water Safety certification, and Captain's license (if applicable). Provide copies of all licenses and certifications also required by "Attachment A", such as PA Launch permit.

12. NPS Employment:

Are you, your spouse, or minor children employed within the National Park Service?

Yes No If "Yes", please provide information below:

Employee Name: _____ Title: _____

Park and Office Where Employed: _____

13. Fee: Please include the Application Fee as outlined in Attachment C. A Bill for Collection will be mailed to you for the Administrative and Monitoring fees owed after the application is processed.

14. Signature:

False, fictitious or fraudulent statements of representations made in this application may be grounds for denial or revocation of the Commercial Use Authorization and may be punishable by fine or imprisonment (U.S. Code, Title 18, Section 1001). All information provided will be considered in reviewing this application. Authorized Agents must attach proof of authorization to sign below.

By my signature, I hereby attest that all my statements and answers on this form and any attachments are true, complete, and accurate to the best of my knowledge.

Signature

Date

Printed Name

Title

NOTICES

Privacy Act Statement

Authority: The authority to collect information on the attached form is derived from 16 U.S.C. 5966, Commercial Use Authorizations.

Purpose: The purposes of the system are (1) to assist NPS employees in managing the National Park Service Commercial Services program allowing commercial uses within a unit of the National Park System to ensure that business activities are conducted in a manner that complies with Federal laws and regulations; (2) to monitor resources that are or may be affected by the authorized commercial uses within a unit of the National Park System; (3) to track applicants and holders of commercial use authorizations who are planning to conduct or are conducting business within units of the National Park System; and (4) to provide to the public the description and contact information for businesses that provide services in national parks.

Routine Uses: In addition to those disclosures generally permitted under 5 U.S.C.552a(b) of the Privacy Act, records or information contained in this system may be disclosed outside the National Park Service as a routine use pursuant to 5 U.S.C. 552a(b)(3) to other Federal, State, territorial, local, tribal, or foreign agencies and other authorized organizations and individuals based on an authorized routine use when the disclosure is compatible with the purpose for which the records were compiled as described under the system of records notice for this system.

Disclosure: Providing your information is voluntary, however, failure to provide the requested information may impede the processing of your commercial use authorization application.

Paperwork Reduction Act Statement

In accordance with the Paperwork Reduction Act (44 U.S.C. 3501), please note the following. This information collection is authorized by The Concession Management Improvement Act of 1998 (54 USC 101911). Your response is required to obtain or retain a benefit in the form of a Commercial Use Authorization. We will use the information you submit to evaluate your ability to offer the services requested and to notify the public what services you will offer. We may not conduct or sponsor and you are not required to respond to a collection of information unless it displays a currently valid Office of Management and Budget control number. OMB has assigned control number 1024-0268 to this collection.

Estimated Burden Statement

We estimate that it will take approximately 2.5 hours to prepare an application, including time to review instructions, gather and maintain data, and complete and review the proposal. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Information Collection Officer, National Park Service, 12201 Sunrise Valley Drive, MS-242, Reston, VA 20192. Please do not send your completed form to this address; but rather to the address at the top of the form.

ATTACHMENT A
Authorized Services & Required Licenses, Registrations and Training Certificates

| AUTHORIZED COMMERCIAL SERVICE | REQUIRED DOCUMENTATION |
|--|--|
| <p>Fishing Guides – Fly/Spin</p> | <p>(a) The CUA holder must operate in compliance with all pertinent Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations.</p> <p>(b) The CUA holder must acquire all permits required from New York State (NYS) and/or the Commonwealth of Pennsylvania (PA), and is 1) responsible for having a valid state resident/non-resident charter boat/fishing guide license, and if the CUA holder uses any boat launch (public or private) in the Commonwealth of Pennsylvania (PA), then a valid PA fishing guide license is also required according to PA law. 2) Fishing guides must also have either a NY or PA fishing license. 3) A PA Fish & Boat Commission Launch permit is needed unless the boat is registered in another state and used in the registered state more than 50% of the time. At PA Fish and Boat Commission Access Areas out-of-state boaters with a boat validly registered in their home state are granted reciprocal privileges to boat in Pennsylvania for up to 60 days. Persons that use their boats in the state for greater than 60 days are required to register their boats in Pennsylvania. 4) If the vessel/boat is commercial or motorized, it needs to be registered with the PA Fish & Boat Commission to use their accesses. 5) The CUA holder must also assure their client has a valid fishing license (NY or PA) on their person if fishing, and documentation to validate identity - such as a valid state issued identification with a photo.</p> <p>(c) All guides must maintain certifications in Basic First Aid, Cardio Pulmonary Resuscitation (CPR) and Basic Water Safety or higher. CUA Holder will provide proof of required certification prior to a Commercial Use Authorization being issued.</p> <p>(d) A different Commercial Use Agreement for US Coast Guard Captain's license would be necessary for the use of <i>powered vessels of any type or kind</i>, and proof of Captain's status must be in the CUA's file at NPS Headquarters before the CUA would be issued/amended.</p> <p><i>(See Special Park Conditions for additional requirements)</i></p> |
| <p>Boat Rental – Non-motor Boat/Canoe/Kayak/Raft/Tube Rentals</p> | <p>(a) The CUA holder must acquire all permits required from New York State (NYS) and/or the Commonwealth of Pennsylvania (PA) and must operate in compliance with all pertinent Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations.</p> <p><i>(See Special Park Conditions for additional requirements)</i></p> |
| <p>Children's Camps (owning their own equipment) – guided trips</p> | <p>(a) The CUA holder must acquire all permits required from New York State (NYS) and/or the Commonwealth of Pennsylvania (PA) and must operate in compliance with all pertinent Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations.</p> <p><i>(See Special Park Conditions for additional requirements)</i></p> |
| <p>Scuba Diving Workshops/Tours</p> | <p>(a) The CUA holder must acquire all permits required from New York State (NYS) and/or the Commonwealth of Pennsylvania (PA) and must operate in compliance with all pertinent Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations.</p> <p>(b) The CUA holder must have a PADI Dive Instructor certification and must provide copies as proof of <i>all</i> certifications before an authorization can be issued.</p> <p><i>(See Special Park Conditions for additional requirements)</i></p> |

ATTACHMENT B CUA Insurance Requirements

Commercial General Liability (CGL) Insurance

Liability insurance is required for all CUA holders under the terms of the authorization. Such insurance should be of sufficient scope to cover all potential risks and in an amount to cover claims that can reasonably be expected in the event of serious injury or death. The minimum liability insurance is:

\$500,000 for fishing/river guides

\$1,000,000 for liveries, scuba diving workshops/tours and camps

Watercraft Liability is required for boating activities on waters within NPS areas. Depending on size, ownership, and use of the watercraft, this is covered either by a Protection and Indemnity (P&I) Liability Policy, or by a Comprehensive General Liability policy.

*** Liability insurance policies *must* name the United States of America, National Park Service, Upper Delaware S&RR, 247 River Road, Beach Lake, PA 18405 as additionally insured.**

***The business or person that is providing the service must be the named insured (policy holder).**

Insurance Company Minimum Standards

The NPS has established the following minimum insurance company requirements. All insurance companies must meet the following minimum standards. These standards apply to foreign insurance companies as well as domestic companies.

1. 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), or similar insurance rating companies (Moody's, Standard and Poor's, or Fitch), unless otherwise authorized by the Service.
2. All insurers for all coverages must have Best's Financial Size Category of at least VII according to the most recent edition of Best's Key Rating Guide (Property-Casualty edition), or similar insurance rating companies (Moody's, Standard and Poor's, or Fitch), unless otherwise authorized by the Service
3. The insurance ratings must be submitted with the CUA Application. The rating companies do not issue certificates. We require the insurance broker to note this rating in the Certificate. If the rating does not appear on the certificate, the insurance broker must provide it in another document.

Proof of Insurance Submission

Applicants must submit proof of insurance with the CUA Application. The proof of insurance must:

- Be written in English with monetary amounts reflected in USD
- Reflect that insurance coverage is effective at time of CUA Application submission (2019) for a year; renewals are required for year two (2020).
- Name as insured the business or person that is providing the service
- Name the United States, National Park Service, Upper Delaware S&RR, 274 River Road, Beach Lake, PA 18405 as additionally insured
- Reflect a General Commercial Liability Policy with the minimum coverage amount required in the CUA Application above
- Reflect required additional insurances (commercial vehicle, vessel, aircraft, etc.) with the minimum coverage amount required in the CUA Application
- Include insurance provider rating or provide in separate document

**ATTACHMENT C
Fee Schedule and Payment Information**

DO NOT SEND ANY MONEY WITH THIS APPLICATION

Once your application is received and processed, you will be able to pay all fees - Application fee, Administrative fee and Management/Monitoring fees in one payment. **You will receive a Bill for Collection via email. No bills will be sent regular mail.** When it comes, please follow the directions in the bill and make payment *promptly!* This Bill for Collection must be paid within 30 days. **A Commercial Use Authorization/Permit will NOT be issued until your Bill for Collection payment is made.** Payments can be made in the following ways:

1. **Pay.gov:** This is the preferred payment option. Payments can be made through Pay.gov with a credit card. Instructions for paying through pay.gov will be included with the Bill for Collection email. When you pay through Pay.gov, it will issue a receipt. *Please send a copy of that receipt to bonnie_sheard@nps.gov so she will know that you have paid. Your approved permit and boat decals will not be released until she has proof of payment.*
2. If you must send a **business/personal check:** Send your check with your application packet to:

National Park Service
Attention: Bonnie Sheard, Permit Coordinator
274 River Road
Beach Lake, PA 18405.

Your check for all fees should be made out to the "DOI/NPS/Upper Delaware S & RR". *Please include you Federal tax ID number/EIN number on the memo portion of your check.* Please be aware that when you provide a check as payment, you authorize the NPS to process the payment as a one-time electronic fund transfer from your account. Funds may be withdrawn from your account as soon as the same day we receive payment and you will not receive your check back from your financial institution.

You must have an EIN number to process payment. If you do not have one, the IRS issues EINs for free @ <http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Apply-for-an-Employer-Identification-Number-%28EIN%29-Online> .

| 2019-20 CUA Fee Structure at UPDE | | | | |
|-----------------------------------|-----------------|--------------------|----------------|--------------------|
| Customer Count | Application Fee | Administrative Fee | Monitoring Fee | Total CUA |
| 0-100 | \$100 | \$200 | \$100 | \$400 ^b |
| 101-500 | \$100 | \$200 | \$150 | \$450 |
| 501-5000 | \$100 | \$200 | \$600 | \$900 |
| 5001-10,000 | \$100 | \$200 | \$1350 | \$1650 |
| >10,000 | \$100 | \$200 | \$2700 | \$3000 |

^b Fishing guides are also charged for actual cost of boat decals- \$26.00

ATTACHMENT D
UPPER DELAWARE SCENIC & RECREATIONAL RIVER
ADDITIONAL SPECIAL CONDITIONS
COMMERCIAL USE AUTHORIZATION FOR FISHING GUIDES

18. Location: This permit is applicable only for the use of the area(s) and terms designated below:

- (a) All lands and waters under the jurisdiction/management of the National Park Service (NPS) at the Upper Delaware Scenic & Recreational River.

19. Conditions: It is expressly understood that the permittee is subject to any and all special conditions. The permittee and all participants authorized herein must comply with all of the conditions of this authorization including all amendments or written directions of the Park Superintendent.

20. Damages: The CUA holder shall be liable for any damages to any Government property or managed resources resulting from these activities.

21. Selling Goods or Services: This authorization does *not* authorize the CUA holder to advertise, solicit business, collect any fees or sell any goods or services on lands owned and managed by the United States.

22. Licensing, Credentials and Identification:

- (a) The CUA holder must acquire all permits required from New York State (NYS) and/or the Commonwealth of Pennsylvania (PA) and must operate in compliance with all pertinent Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations.
- (b) The CUA holder is responsible for having a valid state resident/non-resident charter boat/fishing guide license, and if the CUA holder uses any boat launch (public or private) in PA, then a valid PA fishing guide license or applicable permit is *also* required according to PA law. The CUA holder must also assure their *client* has a valid fishing license (NY or PA) on their person if fishing, and documentation to validate identity – such as a valid state issued identification with a photo.
- (c) All fishing guides must maintain certifications in Basic First Aid, Cardio Pulmonary Resuscitation (CPR) and Basic Water Safety or higher. The CUA holder will provide proof of required certification.
- (d) Commercial fishing guide vessels will display a current NPS Arrowhead sticker, purchased through the National Park Service, on both sides of the vessel approximately ½ the distance between the bow and the stern, high enough above the water line to be visible from the river shore. If vessels are used as a personal & guiding vessel, the sticker may be applied to a placard that can be hung over the gunwale during commercial guiding operations. The placard system will need to be used if a guide utilizes more than five (5) vessels in their operation.

23. Commercial Equipment:

- (a) All commercially supplied equipment supplied to the lessee must be in good repair.
- (b) This Commercial Use Agreement (CUA) applies *only* to the use of **non-powered vessels or foot access** for the purposes of providing fishing guide services. A different Commercial Use Agreement for US Coast Guard Captains would be necessary for the use of powered vessels of any type or kind, and proof of Captain's status must be in the CUA's file at NPS Headquarters before the CUA would be amended.
- (c) Commercial vehicles will at no time block access for pedestrians or other vehicles in National Park Service owned, leased or administered areas while waiting for pick-up or following delivery of customers, canoes or other vessels. The only time the launching ramp areas will be used by vehicles is during actual pick-up and delivery of customers.

24. Customer Instruction:

- (a) An orientation/introduction to river safety and conditions must be given to **all** river users (see Attachment A), and Visitor Acknowledgement of Risks form must be signed by each customer and kept on record at the CUA holders business.
- (b) All customers must be advised that trespassing/camping on private land without the landowners permission is illegal and is subject to arrest, fine, or other actions. Camping is only allowed at commercial campgrounds and Buckhorn Recreation Area with a permit from PA Department of Conservation & Natural Resources District Office, Swiftwater, PA - (570) 895-4000 or NPS Interpretation Office, Lackawaxen, PA - (570) 685-4871, press 2.

- (c) All customers must be provided instruction as to length of the proposed trip, and the average time required in order to complete the trip each day before dark.
- (d) Customers shall be advised of alternate pick-up points for early trip termination.
- (e) All customers shall be informed as to the location of public access and facilities available at these sites.
- (f) All customers must be advised of any special river conditions or construction areas they may encounter; i.e., high water or bridge construction.
- (g) All customers must be provided access to information regarding safety during severe weather such as thunderstorms accompanied by lightening.
- (h) All customers will be advised of the NPS "Carry In Carry Out" policy and that littering is illegal and is subject to arrest, fine or other actions. Anything that is packed into-onto the river must be packed off/out at the end of the trip.
- (i) All customers must be advised of how best to call for help in the event of an emergency on the river and how to identify their location on the river to 911 emergency services or by calling NPS's 24 hour Emergency Communications Center at (570) 426-2457.

25. Overnight Camping: Due to private property within the park, camping is only allowed at commercial campgrounds and Buckhorn Recreation Area with a permit from PA Department of Conservation & Natural Resources District Office, Swiftwater, PA - (570) 895-4000 or NPS Interpretation Office, Lackawaxen, PA - (570) 685-4871, press 2.

26. Seasonal Restriction: When the combination of air and water temperatures equals less than 100° degrees F, no vessel* rentals shall be permitted unless the user is wearing or is provided, and instructed to use proper cold weather, river canoeing clothing or wet suit to prevent hypothermia. *A vessel includes every type of description of watercraft, used or capable of being used as a means of transportation on water, including a buoyant device permitting or capable of free flotation.

27. Intoxication: No vessel or services are to be provided to a customer who is obviously intoxicated or under the influence of drugs.

28. Personal Flotation Devices (PFDS):

- (a) One PFD is required to be on-board for each person. The CUA holder must issue PFDs that are in good and serviceable condition, meet U.S. Coast Guard (USCG) specifications, and have a USCG approval tag in legible condition.
- (b) The CUA holder must issue PFDs that are the proper size for each user. Proper wearing and adjustments must be demonstrated or illustrated to all users. To insure compliance with the above condition all customers, regardless of experience or age, must be wearing their PFDs upon departing for their trip.
- (c) Customers must be advised that PFDs should be worn at *all* times and *never* tied to the vessels. By law, they are required to be readily accessible.
- (d) All persons in or on the waters of the Delaware River within the Upper Delaware Scenic and Recreational River during periods of high water are required to wear a Type I, II, III, or V U.S. Coast Guard approved Personal Flotation Device (PFD/life jacket), while a Type IV is required on vessels 16 feet and above. High water is defined as six (6) feet and above, as measured at the Callicoon Gage for all points upstream of the northern side of the Callicoon Bridge. For the river downstream of that point to the southern boundary of the park, high water is defined as six (6) feet and above as measured at the Barryville Gage.
- (e) All persons shall wear a U.S. Coast Guard approved PFD/life jacket during the cold weather months from November 1st through April 30th while underway or at anchor on boats less than 18 feet in length or any canoe or kayak. In New York, vessels 21 feet and below must always wear a PFD.

29. Glass Container Ban: For safety of all recreationists, the possession of glass containers is prohibited on the river and to the ordinary high water mark.

30. Construction: The CUA holder shall not construct any structures, fixtures or improvements on NPS owned or managed property. The CUA holder shall not engage in any groundbreaking activities without the express, written approval of the park Superintendent.

31. Missing, Abandoned or Stranded Equipment: The NPS must be notified, as soon as practical, by the CUA holder of any missing, abandoned or stranded vessels or equipment by calling the NPS's 24 hours Emergency Communication Center at (570) 426-2457.

32. Notification of Emergencies, Injuries & Overdue Boaters: The NPS must be notified of any emergencies or injuries occurring

on the river, and any overdue customers as made known to the CUA holder, as soon as practical, by calling the NPS's 24Hour Emergency Communications Center at (570 426-2457).

- 33. Archaeological Resources:** There is the potential for presence of archaeological resources in the area. In the event that suspected archaeological resources are discovered during permitted activities on park land, the park's cultural resources manager will be notified: Lauren Hauptman, 570-685-4871, ext. 6606, and an appropriate action plan will be developed.
- 34. Heavy Use Periods:** During heavy use periods such as weekends and holidays during spring, summer and fall, it is recommended that launch starting times of customers be staggered to avoid congestion in high use areas; i.e., Skinner's Falls.
- 35. Aquatic Invasive Species:** Aquatic invasive species such as zebra mussels, Eurasian watermilfoil, and water chestnut represent a significant threat to the ecological resources (plant and wildlife communities, habitat, etc.) of the Upper Delaware River. Boats, trailers, waders and other fishing and boating equipment can spread aquatic invasive species from waterbody to waterbody unless properly cleaned, dried or disinfected after use. Anglers and boaters are asked to be aware of the part they may play in the spread of invasive species and take action to help stem their spread. Although some invasive species are readily visible to the human eye, many others are too small to be readily noticed. Therefore, to avoid spreading invasive species all vessels that have been used in another waterbody must be checked, cleaned, drained, dried, and/or disinfected prior to being put on the Delaware River. Additional information on these simple steps can be found at <http://www.dec.ny.gov/animals/48221.html>.
- 36. Commercial Automobile Liability Insurance:** If a CUA holder transports passengers or uses a vehicle in the performance of the service in the park, they are required to have Commercial Automobile Liability insurance. If transporting clients to or from accesses a shore-side insurance rider will be required. The auto liability insurance must include coverage of "owned, leased, rented or hired" vehicles if the CUA holder rents or leases vehicles. Automobile liability insurance will be in an amount that reflects minimum liability for bodily injury and death in the state where the vehicle is registered and/or operated. The policy shall name the United States of America, National Park Service, Upper Delaware S&RR, 274 River Road, Beach Lake, PA 18405 as additionally insured.

Commercial auto insurance provides:

1. Liability insurance, which includes coverage for bodily injury, property damage, uninsured motorists, and underinsured motorists;
2. Physical damage insurance, which includes collision insurance; and;
3. Other coverage, which includes medical payments, towing and labor, rental reimbursement, and auto loan coverage.

ATTACHMENT E
CUA SAFETY ORIENTATION REQUIREMENT

CUA SAFETY ORIENTATION

- **Wear your life jacket it can save your life.**

Life jackets are required for everyone and *must* be worn by those 12 and under in *all* vessels. Inner tubes are vessels * and PFDs are required.

- **The Delaware River has strong currents, slippery surfaces and sharp drop-offs.**

Always wear your life jacket while swimming - most drownings are swimming related.

Never swim or wade across the river.

Don't try to swim against the current. It always wins.

Never swim alone.

- **If you capsize...**

Stay upstream and hang onto your boat and steer it to shore.

If you don't have a boat: Roll onto your back, float with your feet downstream to fend off rocks. Backstroke and let the current assist you to shore.

Don't stand in the rapids.

- **Boating plus alcohol and drugs don't mix.**

It is recommended that you limit your consumption of alcohol while boating or swimming on the river so you have a clear head for safety.

You will be ticketed and fined if you are in possession of controlled substances, if you are intoxicated or drinking underage. Marijuana and other drugs are controlled substances and are illegal to possess.

SWIMMING – BOATING – FISHING – FLOATING

*A vessel includes every type of description of watercraft, used or capable of being used as a means of transportation on water, including a buoyant device permitting or capable of free flotation.

ATTACHMENT F ACKNOWLEDGEMENT OF RISKS REQUIREMENT

Current NPS policy allows CUA holders providing required/authorized services to warn or advise visitors of the risks associated with a certain activity or event, but does **not** allow operators to have visitors sign a waiver of liability statement, insurance disclaimer and/or indemnification agreement. These forms are most often found in outfitter and guide type activities, or equipment rental operations, but are not limited to activity-based concession contracts.

The acknowledgement of risk, which is permitted, in effect allows visitors to assume responsibility for their *own* negligence which may result in bodily injury, death, or loss of personal property. In addition, it describes the inherent risks of the activity, and warns visitors of those risks. The waiver of liability, insurance disclaimer and/or indemnification agreement, which is **not** permitted, states that the visitor releases the operator from all responsibility in the event of visitor bodily injury, death, or loss of personal property, often regardless of whether the operator was negligent. NPS policy states that operators cannot require visitors to waive their right to hold CUA holders or the government responsible for actions.

See attached sample- Visitor's Acknowledgement of Risks.

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

Signature of Parent of Guardian, if participant is under 18 years of age

Signature

Date