



2550 Ventura Avenue
Santa Rosa, CA 95403

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Director

Michelle Arellano
Administration

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Engineering and Construction

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Planning

Steve Mosiurchak
Fire Marshal

May 18, 2026

To: Interested Agencies

The following application has been filed with the Sonoma County Permit and Resource Management Department.

File Number: SPE26-0041
Applicant Name: Thompson Richmond
Owner Name: DPNM ASSOCIATES LLC
Site Address: 16215 First St., Guerneville
APN: 070-040-059
Zoning: K, F1 F2 LG/116 LG/RRC RC50/25 SR VOH

Project Description: Special Event Permit for a triathlon ("2026 La Crema Cal Tri Sonoma") on June 28, 2026, from 7:00am to 1:00pm with 750 participants and 65 volunteers. Proposal includes amplified music, road closure, and traffic control.

We are submitting the above application for your review and recommendation. Additional information is on file in this office.

Responses to referrals should include a combination of any or all of the following details:

- (1) Statement of any environmental concerns or uncertainties your agency may have with the project.
- (2) Comments you wish to make regarding the merits of the project.
- (3) Identification of any missing information or application submittals that will preclude you from providing conditions and mitigations for this project in the future.
- (4) Your proposed conditions of approval and/or mitigations for this project.

After reviewing this application, please respond to the planner with your *marked* response below:

- Conditions will be provided and no further information is necessary.
- Conditions will be provided and additional information is necessary.
- Comments and/or concerns.
- No comments or conditions.

Responsible agencies under CEQA are requested to indicate whether permits will be required for this project.

Your comments will be appreciated by June 1, 2026, and should be sent to the attention of:

SPE26-0040, Katerina Orella (Katerina.Orella@sonomacounty.gov). The Project Planner can also be reached at (707) 565-1392. **If no response is received by June 1, 2026, it will be assumed that no comments or conditions will be provided.**

Please send a copy of your comments to the applicant(s) or their representatives as indicated on the attached Planning Application.

- Fire Prevention – Periodic Special Events
- Health Specialist
- Management Group
- Well & Septic (Sanitation if on Sewer)
- Dist. 5 Director and Commissioners
- Environmental Health
- Health Services: Tobacco Prevention
- Sheriff Community Service Officer
- Local Fire District – Sonoma County FPD
- State Dept of Fish and Wildlife
- CHP



Overview

What's the event name?	2026 Cal Tri La Crema - 6.28.26
How would you characterize the event?	Athletic event
Day 1	
Date	July 26, 2026
Time	07:00 AM - 01:00 PM
Is this a one-time or an annual event?	Recurring annually
Any permit number(s) associated with your recurring special event?	2025 event File number: ZPE25-0093
Where will the event take place?	Private property or properties A route on public or private roads only
Private property address(es)	16215 First St, Guerneville, CA, 95446

Activities

Describe your event in detail.	3 Olympic distance events (Triathlon, SwimBike and 1640 Yard Swim) and 4 Sprint distance events (Triathlon, SwimBike, 400 yard Swim & 5k Run). All events start at Johnson's Beach with the exception of the 5K which starts and ends at La Crema Estate at Saralee's Vineyard.
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Type	Number
Attendees / participants	750
Employees / staff	10
Volunteers	50
Vendors / contractors	5
Total	815

What roads will be used or closed for the event?	County roads Private roads
Which of the following apply to use of right-of-way for your event?	None of the above apply
What food, beverages, or substances will be served, sold, or present at the event?	None of the above apply
Which of the following apply to your event?	Publicity through media and/or advertising Amplified sound, music, or noise Sale of admission or ticket sales

Contacts

Your Contact Information

Full name	Thompson Richmond
Email	thom@californiatriathlon.org
Mobile Phone	+18185249368
Organization name	Cal Tri Events
Address	106 Liberty Hall Rd, Lexington, VA, 24450
What is your role in this application?	Applicant

Property owner 1

Full name	Ethan Joseph
Email	ethan@apreshotels.com
Mobile Phone	+13013565503
Business name	Johnson's Beach
Address	16215 First St, Guerneville, CA, 95446

Health & Safety

Is the event indoors and/or outdoors?	Outdoors
What structures or equipment will be present at the event?	None of the above apply

Facility	Standard	ADA-accessible
Temporary restroom stalls	7	1
Permanent restroom stalls	5	1
Handwashing facilities	1	1
What methods of fire protection will be available for the event?	Fire department is on standby	
What emergency medical services (EMS) will be available on-site?	Advanced Life Support (ALS) Ambulance Reliable method to contacting 911	
What security, traffic control, and/or crowd control measures will be in place, if any?	event staff overnight at venue, staff and fencing to control crowd and swimmers/bikers, CHP on road	
Do you plan to or have already requested support from California Highway Patrol (CHP) and/or Sheriff?	California Highway Patrol (typically for traffic control)	
What is the evacuation plan (include routes) in the event of a natural disaster?	depart Johnson's Beach, Turn right onto First St, Turn right onto River Rd to depart Guerneville	

Documents

Site plan	Cal Tri Sonoma - TCP (20260220).pdf
Route map	Sonoma.Olympic.26-scaled.jpg Sonoma.Sprint.26-scaled.jpg
Emergency contacts	2026 Cal Tri La Crema - 6.28.26 Emergency contacts - Sheet1.pdf
Example participant waiver form	Cal Tri Waiver 2024-07.docx.pdf
Workers' compensation insurance	TheCountyofSonomain_CG_20_26_07_04_A-SP-SU-25-11-29-358069_E6_471163.pdf
Employers' liability insurance	TheCountyofSonomain_CG_20_26_07_04_A-SP-SU-25-11-29-358069_E6_471163.pdf
Commercial general liability	TheCountyofSonomain_Certificate_GL_Primary_Sport_AI_A-SP-SU-25-11-29-358069_E6_471163.pdf
Professional liability insurance	TheCountyofSonomain_CG_20_26_07_04_A-SP-SU-25-11-29-358069_E6_471163.pdf

Legal terms the applicant agreed to

Applicant's affidavit

Under penalty of perjury, I declare that:

- I am the owner or authorized agent of the owner(s) of this property with their full consent.
- The information presented is true and correct to the best of my knowledge.
- I understand that other information or applications may be required.
- I authorize Permit Sonoma (PRMD) staff to conduct a site visit of this property as part of the County's review of this application, making all portions of the interior and exterior accessible through completion of construction and in response to the monitoring of any condition of approval.
- I authorize PRMD to post this application to the internet for public information purposes, including my contact information (name, address, phone number, email, etc.).

Indemnification agreement

As part of this application and as the owner or authorized agent of the owner(s) of this property, I agree to defend, indemnify, release and hold harmless the County, its agents, officers, attorneys, employees, boards and commissions from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void or annul the approval of this application or the adoption of the environmental document which accompanies it. This indemnification shall include, but not be limited to, damages, costs, expenses, attorney fees or expert witness fees that may be asserted by any person or entity, including myself, arising out of or in conjunction with the approval of this application, whether or not there is concurrent passive or active negligence on the part of the County. If, for any reason, any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

If my event involves public right-of-way on county roads, I agree to accept all responsibility for loss or damage to any person or entity and to indemnify, hold harmless, and defend and release the County of Sonoma, its agents and employees of and against any and all liability, actions, claims, damages, costs or expenses which may be asserted by any person or entity, including myself, that arise out of, or are connected to, or relate to the activities anticipated by this Special Event Permit. I agree to maintain event insurance, in adherence with County of Sonoma's Insurance Requirements for Special Events, through the entirety of the event date(s). I agree that the special event will be conducted in accordance with and subject to the terms and conditions of this permit, the State Vehicle Code, the State Streets and Highways Code, and is subject to inspection and approval by the Permit and Resource Management Department.

Smoking requirements

Public events held in the unincorporated areas of Sonoma County are required to comply with [Sonoma County Municipal Code Chapter 32](#), which regulates smoking and secondhand smoke. This ordinance prohibits smoking at public events except in designated smoking areas; however, the permit holder may choose to prohibit smoking throughout the entire premises.

No smoking signs must be posted and any information to the public about the special event should address smoking regulations, including if a designated smoking area will be available.

A designated smoking area may be established in an unenclosed area and must meet the following conditions:

- Located at least twenty-five feet (25') in any direction from any operable doorway, window, vent or other opening into an enclosed area.
- Located at least twenty-five feet (25') from unenclosed recreational areas that are primarily used by children.
- Located at least twenty-five feet (25') from unenclosed areas that have improvements that facilitate physical activity including playgrounds, tennis courts, swimming pools, walking paths and sports fields.
- Be no more than five percent (5%) of the total unenclosed area for which it is designated; and

- Be clearly identified by conspicuous signs, and have ash receptacles, such as ash trays or ash cans, within the area for proper disposal of smoking waste.

It is the responsibility of the permit holder to enforce no smoking except in the designated area. The following actions must be taken to prevent smoking outside the designated area:

- Request that a person who is smoking refrain from smoking; and
- Request that a person who is smoking leave the place if the person refuses to stop smoking after being asked to stop.

The regulations do not require physically ejecting a person from a place or taking steps to prevent smoking under circumstances that would involve risk of physical harm.

For questions, please contact the Sonoma County Department of Health's Impact Sonoma Tobacco/Nicotine Prevention Program at (707) 565-6680.

Accessibility affidavit

I attest that accessible routes to all accessible areas, accessible counter surfaces, accessible dining and food service locations, accessible parking, and site arrival points, and accessible service and transaction areas shall be provided to the greatest extent feasible, in accordance with [CBC Chapter 11B](#).

Safety attestation

All participants agree to:

- Obey all traffic laws and refer traffic management issues to CHP
- Call 9-1-1 for police, fire, and medical emergencies
- Keep emergency access to the event site unobstructed at all times
- Park only in designated areas (no parking in County Right-of-Way)
- Comply with all local and state fire codes
- Protect and exclude any septic system present on the property from event activities, including vehicular traffic.

Noise attestation

I attest that noise shall be controlled in accordance with the Table NE-2 on page 16 of the [Noise Element of the Sonoma County General Plan](#). All indoor and outdoor events must meet Table NE-2 at event locations property lines during daytime and nighttime hours. Any amplified sound or loudspeakers shall be controlled so that the impact to the surrounding properties will be minimized. Orientation of speakers shall be away from any neighboring residences. Volumes shall also be monitored to county standards at all times. All amplified sound and music shall cease at 10:00pm.

Signage attestation

I attest that any signage associated with the event will comply with [County Sign Regulations](#).

Legal terms of use

I agree to Infilla's [Terms of Use](#). This service submits your application to the jurisdiction on your behalf.

LEGEND

- ABC CHANGEABLE MESSAGE SIGN
- + TYPE II BARRICADE WITH SIGN(S)
- PORTABLE DELINEATOR WITH CAUTION TAPE
- SONOMA BOTH BIKE COURSES
- SONOMA OLYMPIC BIKE COURSE
- SONOMA RUN COURSE
- SONOMA VIP PARKING
- S SIGNALIZED INTERSECTION
- CM COURSE MARSHALL
- CHP CALIFORNIA HIGHWAY PATROL

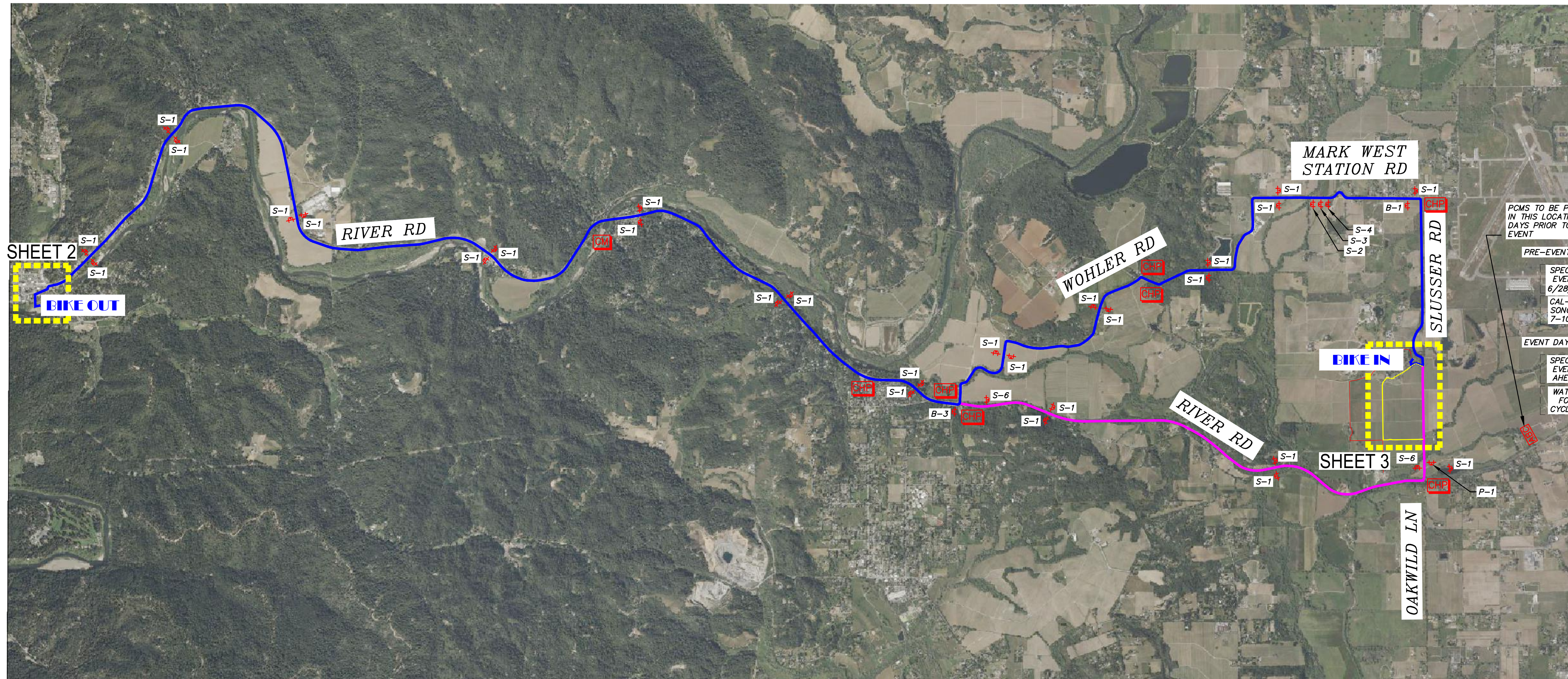
SIGN LEGEND

- WATCH FOR BIKES
S-1 (BLACK ON ORANGE)
- CAUTION TURN AHEAD
S-2 (BLACK ON WHITE)
- SLOW DOWN
S-3 (BLACK ON WHITE)
- CYCLIST STAY RIGHT
S-4 (BLACK ON WHITE)
- ↑ OLYMPIC
S-5 (BLACK ON WHITE)
- OLYMPIC
S-6 (BLACK ON WHITE)
- BICYCLE
B-1 (BLACK ON WHITE)
- ← BICYCLE
B-3 (BLACK ON WHITE)
- V.I.P. PARKING AHEAD
P-1 (BLACK ON WHITE)

CAL TRI - SONOMA TRIATHLON

JUNE 28, 2026

TRAFFIC CONTROL PLAN



PCMS TO BE PLACED IN THIS LOCATION 7 DAYS PRIOR TO EVENT

PRE-EVENT MESSAGE

SPECIAL EVENT 6/28/26 CAL-TRI SONOMA 7-10AM

EVENT DAY MESSAGE

SPECIAL EVENT AHEAD

WATCH FOR CYCLIST

SHEET 2

BIKE OUT

BIKE IN

SHEET 3

CAL TRI - LAKE SONOMA TRIATHLON

JUNE 28, 2026

TRAFFIC CONTROL PLAN

SHEET TITLE: TRAFFIC CONTROL PLAN	PROJECT: CAL TRI SONOMA TRIATHLON
DATE: 02/20/26	
SCALE: PER PLAN	
DRAWN BY: JMD	
CHECKED BY: RW	
PROJECT NO.: 26025	
SHEET NUMBER:	

NOT TO SCALE



PCMS TO BE PLACED
IN THIS LOCATION 7
DAYS PRIOR TO
EVENT

PRE-EVENT MESSAGE

SPECIAL EVENT
6/28/26
CAL-TRI
SONOMA
7-10AM

EVENT DAY MESSAGE

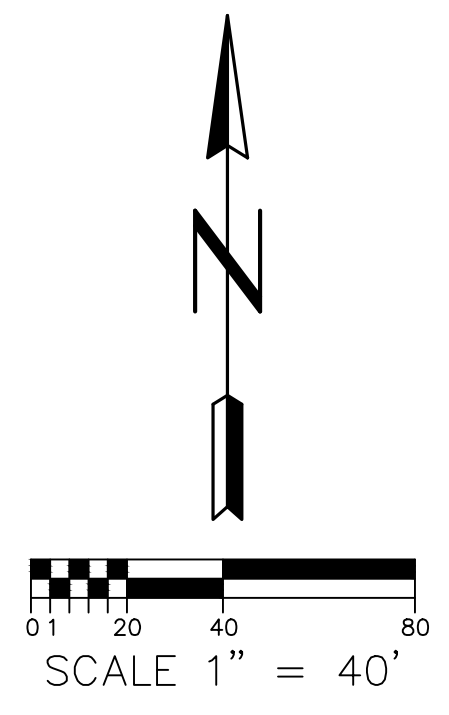
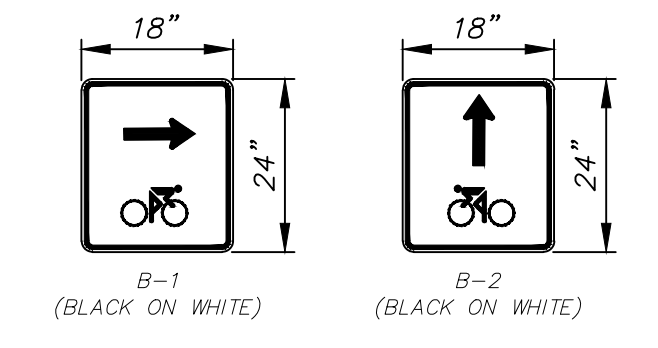
SPECIAL EVENT
AHEAD

WATCH
FOR
CYCLIST

LEGEND

- ABC CHANGEABLE MESSAGE SIGN
- + TYPE II BARRICADE WITH SIGN(S)
- PORTABLE DELINEATOR WITH CAUTION TAPE
- SONOMA BOTH BIKE COURSES
- SONOMA OLYMPIC BIKE COURSE
- SONOMA RUN COURSE
- SONOMA VIP PARKING
- S SIGNALIZED INTERSECTION
- CM COURSE MARSHAL
- CHP CALIFORNIA HIGHWAY PATROL

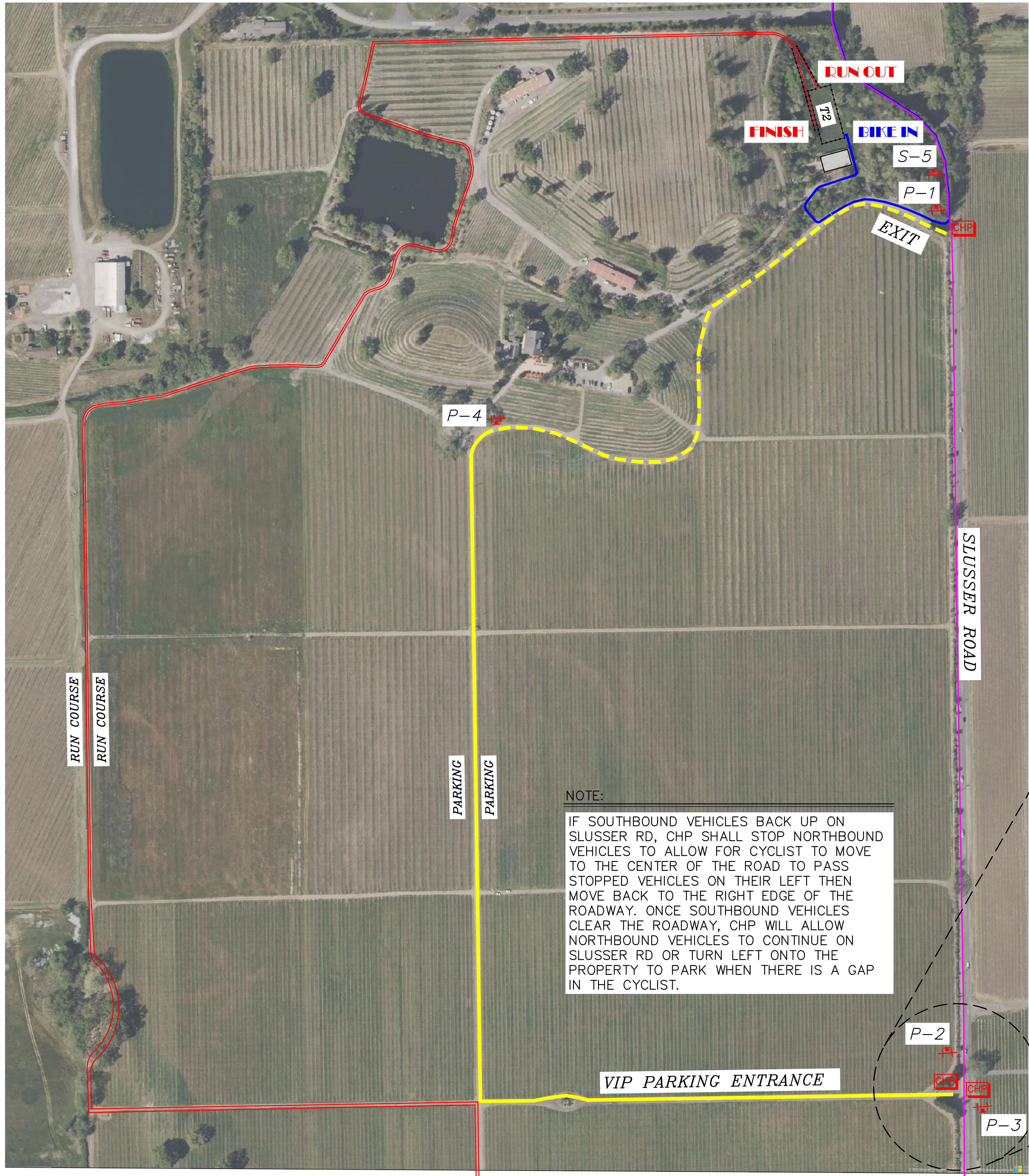
SIGN LEGEND



BY:	NO.:	DATE:	DESCRIPTION:

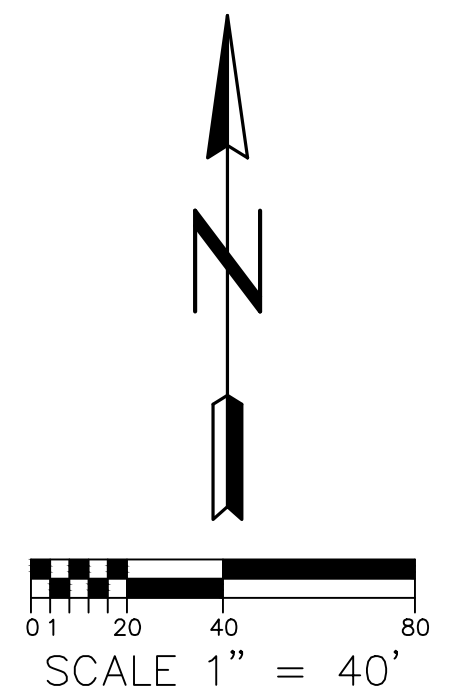
CAL TRI - LAKE SONOMA TRIATHLON
JUNE 28, 2026
TRAFFIC CONTROL PLAN

SHEET TITLE:	TRAFFIC CONTROL PLAN
DATE:	02/20/26
SCALE:	PER PLAN
DRAWN BY:	JMD
CHECKED BY:	RW
PROJECT NO.:	26025
SHEET NUMBER:	



- LEGEND**
- ABC CHANGEABLE MESSAGE SIGN
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 - o PORTABLE DELINEATOR WITH CAUTION TAPE
 - SONOMA BOTH BIKE COURSES
 - SONOMA OLYMPIC BIKE COURSE
 - SONOMA RUN COURSE
 - SONOMA VIP PARKING
 - S SIGNALIZED INTERSECTION
 - CM COURSE MARSHAL
 - CHP CALIFORNIA HIGHWAY PATROL

- SIGN LEGEND**
- ↑
OLYMPIC
 - V.I.P.
PARKING
AHEAD
 - V.I.P.
PARKING
→
 - V.I.P.
PARKING
←
 - SHUTTLE
BUS
DROP OFF
PICK UP
- S-5 (BLACK ON WHITE) P-1 (BLACK ON WHITE) P-2 (BLACK ON WHITE) P-3 (BLACK ON WHITE) P-4 (BLACK ON WHITE)



BY:	NO.:	DATE:	DESCRIPTION:

CAL TRI - LAKE SONOMA TRIATHLON
JUNE 28, 2026
TRAFFIC CONTROL PLAN

SHEET TITLE:	TRAFFIC CONTROL PLAN
PROJECT:	CAL TRI SONOMA TRIATHLON
DATE:	01/19/26
SCALE:	PER PLAN
DRAWN BY:	JMD
CHECKED BY:	RW
PROJECT NO.:	26025
SHEET NUMBER:	

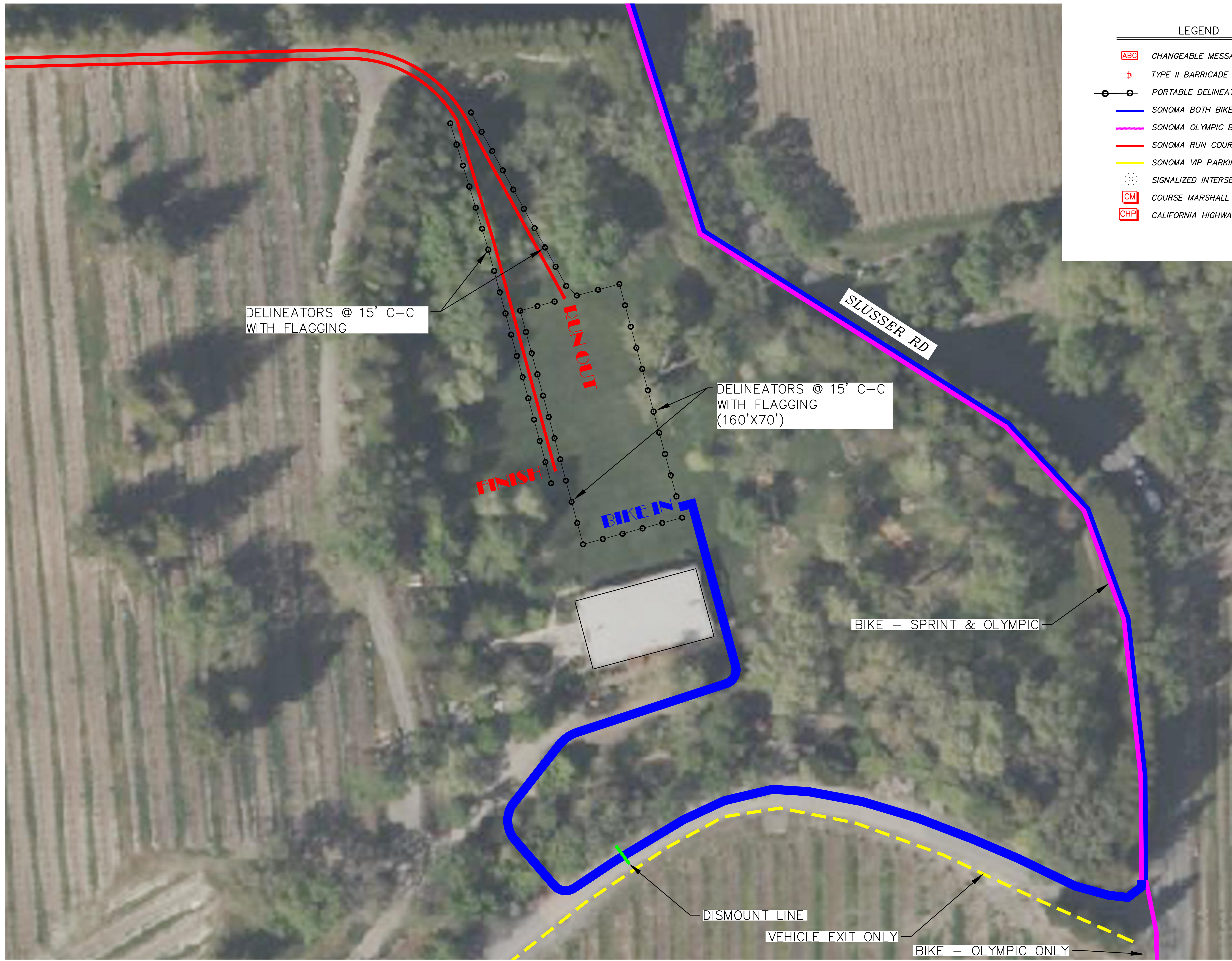


LEGEND	
	CHANGEABLE MESSAGE SIGN
	TYPE II BARRICADE WITH SIGN(S)
	PORTABLE DELINEATOR WITH CAUTION TAPE
	SONOMA BOTH BIKE COURSES
	SONOMA OLYMPIC BIKE COURSE
	SONOMA RUN COURSE
	SONOMA VIP PARKING
	SIGNALIZED INTERSECTION
	COURSE MARSHAL
	CALIFORNIA HIGHWAY PATROL

BY:	NO:	DATE:	DESCRIPTION:

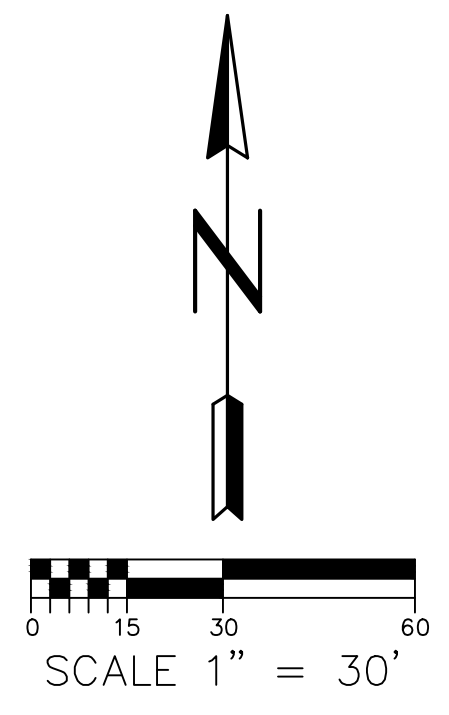
CAL TRI - LAKE SONOMA TRIATHLON
JUNE 22, 2025
TRANSITION AREA

SHEET TITLE:	TRANSITION AREA JOHNSON'S BEACH
PROJECT:	CAL TRI SONOMA TRIATHLON
DATE:	02/20/26
SCALE:	PER PLAN
DRAWN BY:	JMD
CHECKED BY:	RW
PROJECT NO.:	26025
SHEET NUMBER:	



LEGEND

	CHANGEABLE MESSAGE SIGN
	TYPE II BARRICADE WITH SIGN(S)
	PORTABLE DELINEATOR WITH CAUTION TAPE
	SONOMA BOTH BIKE COURSES
	SONOMA OLYMPIC BIKE COURSE
	SONOMA RUN COURSE
	SONOMA VIP PARKING
	SIGNALIZED INTERSECTION
	COURSE MARSHAL
	CALIFORNIA HIGHWAY PATROL



BY:	NO.:	DATE:	DESCRIPTION:

CAL TRI - LAKE SONOMA TRIATHLON
JUNE 22, 2025
TRANSITION AREA

SHEET TITLE: TRANSITION AREA LA CREMA WINERY	PROJECT: CAL TRI SONOMA TRIATHLON
DATE: 02/20/26	SCALE: PER PLAN
DRAWN BY: JMD	CHECKED BY: RW
PROJECT NO.: 26025	SHEET NUMBER:

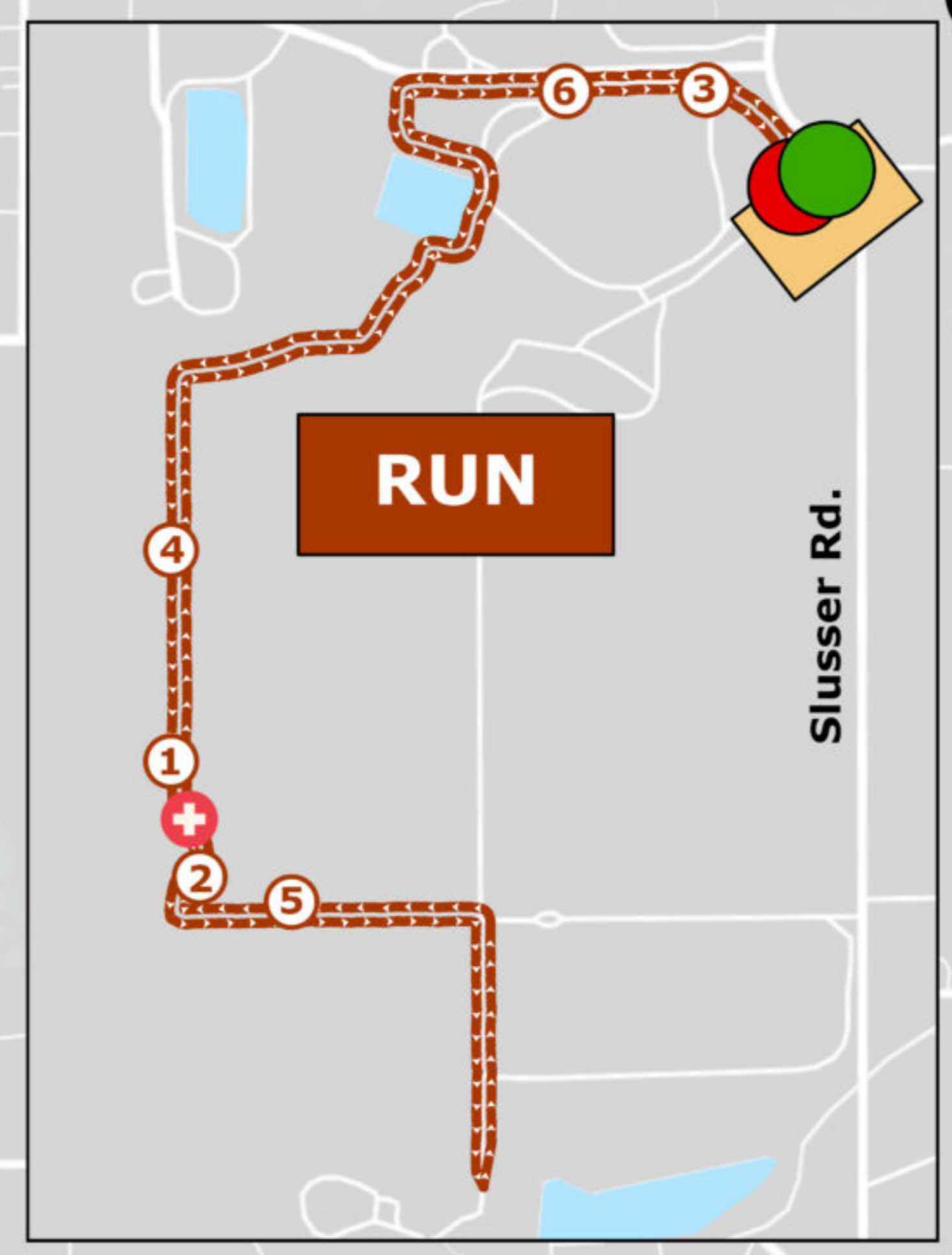
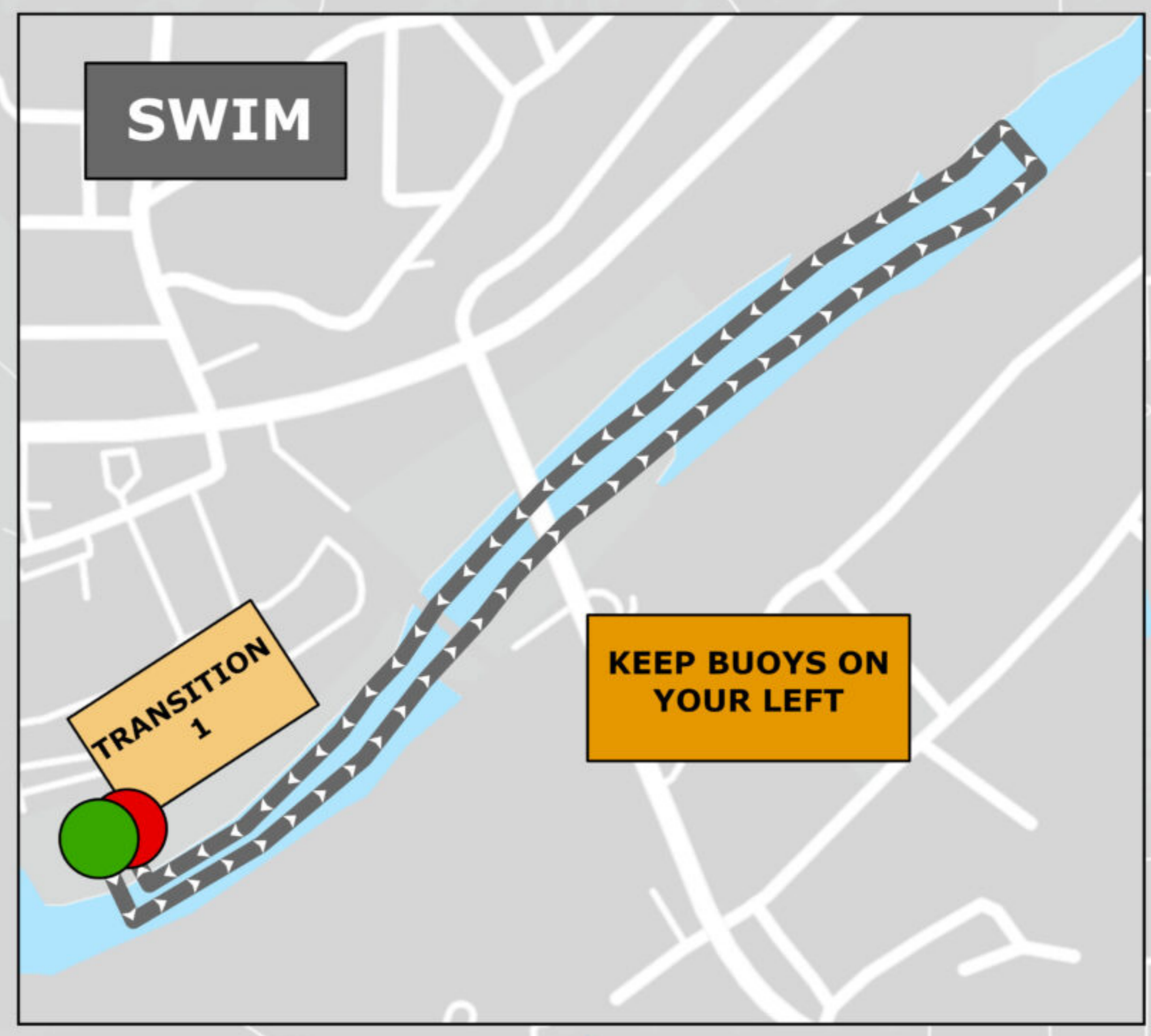
CAL TRI
LA CREMA
 6/28/2026



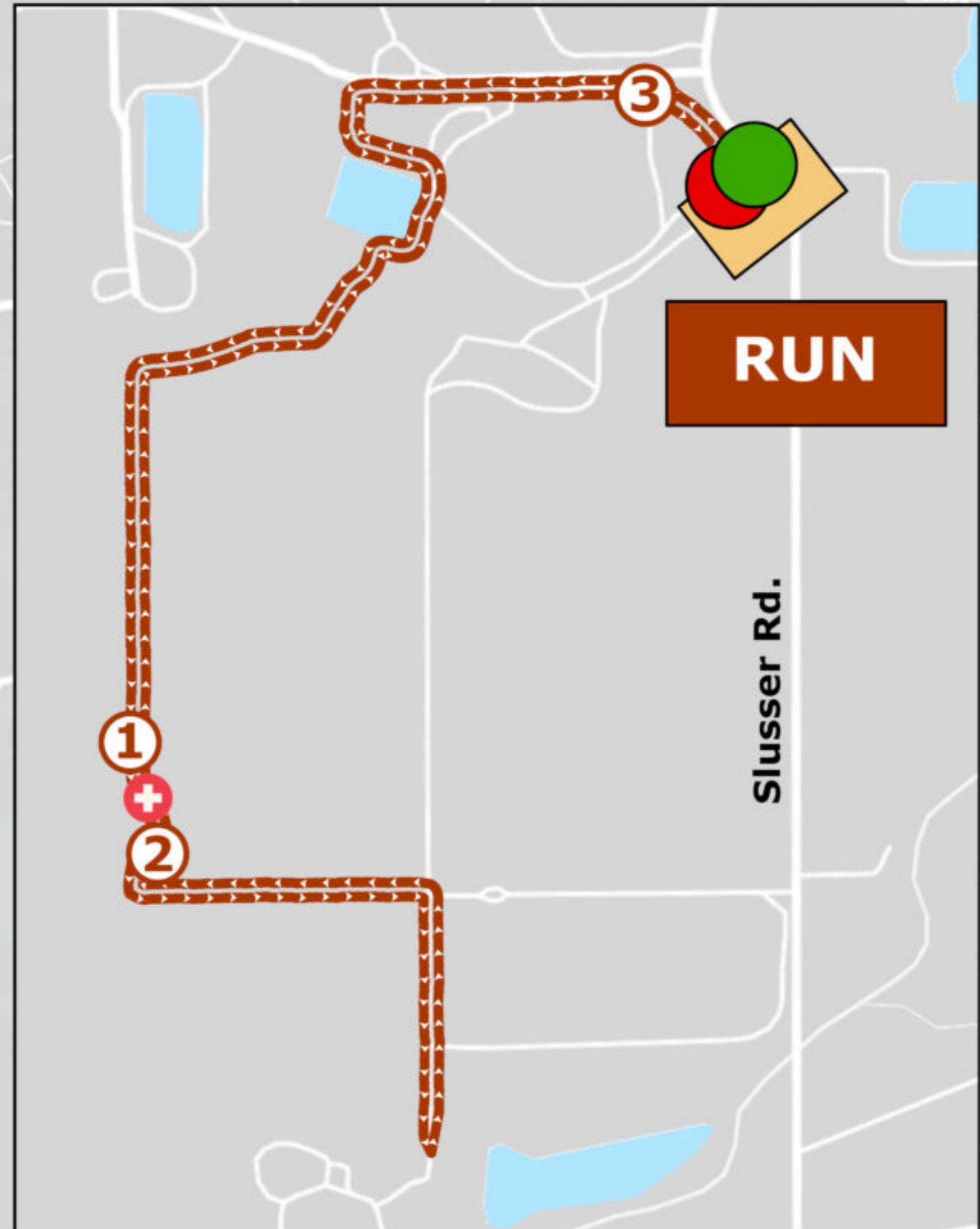
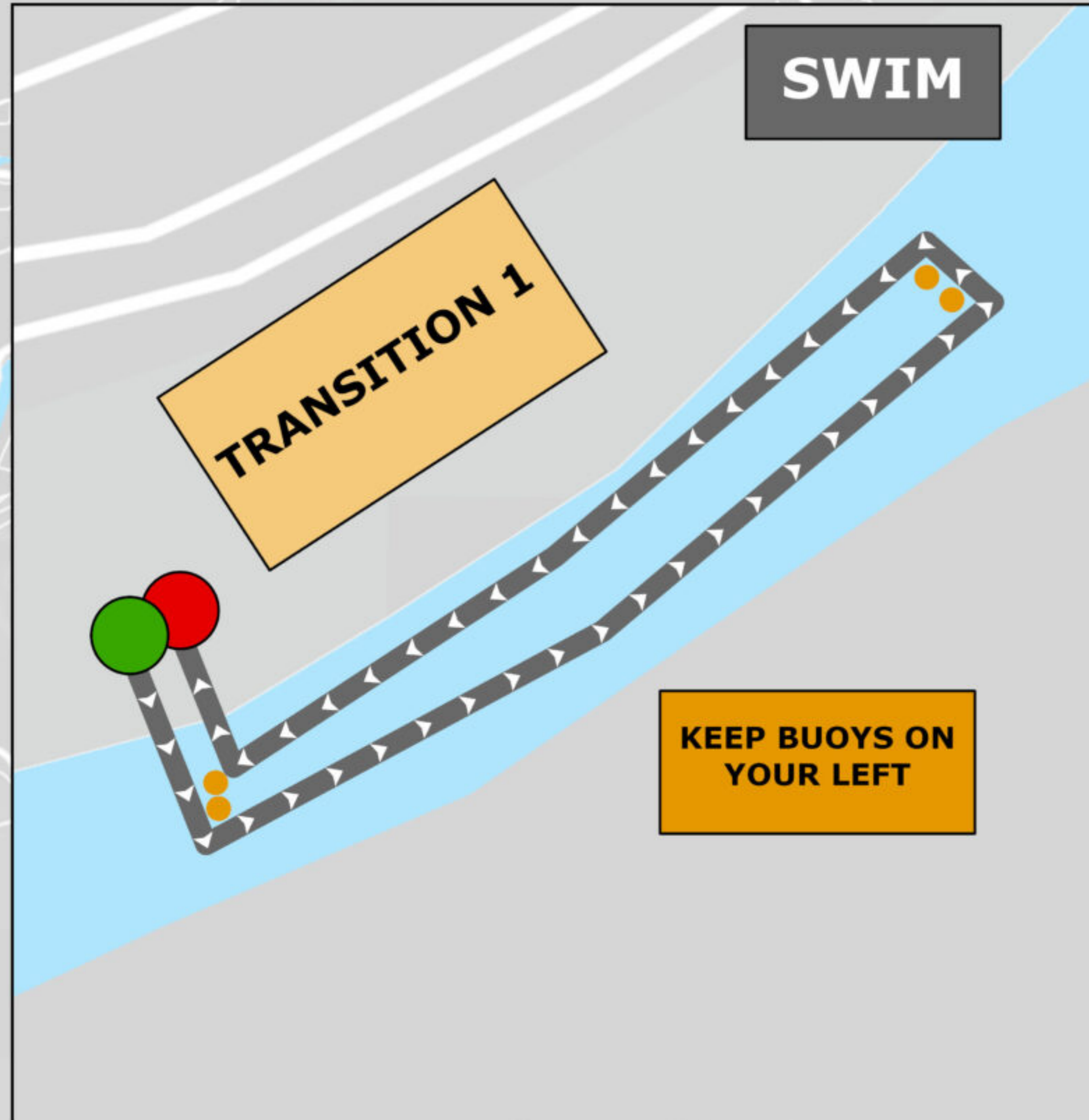
CAL TRI SONOMA - OVERVIEW (OLYMPIC)

- SWIM** 1,640 YARDS
- BIKE** 23.3 MILES
- RUN** 6.2 MILES

- MILE MARKERS
- AID STATION



CAL TRI
LA CREMA
 6/28/2026



CAL TRI SONOMA - OVERVIEW (SPRINT)

SWIM	400 YARDS
BIKE	13.8 MILES
RUN	3.1 MILES
#	MILE MARKERS
+	AID STATION

AGENCY Sadler Insurance, div of Specialty Program Group, LLC		NAMED INSURED Cal Tri Events and affiliate Race Director members who have completed an enrollment form and paid the appropriate premium charge.	
POLICY NUMBER M0405GL000001-00		106 Liberty Hill Rd Lexington, VA, 24450	
CARRIER MS Transverse Specialty Insurance Company	NAIC CODE 41807	EFFECTIVE DATE: 01/01/2026	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

negligent acts or omissions of the Named Insured and only with respect to the Operations of the Insured during the coverage period.

RE: Registered Triathlon participants: 03/12/2026 - 03/13/2026, 03/26/2026 - 03/27/2026, 05/14/2026 - 05/15/2026, 06/25/2026 - 06/26/2026, 09/24/2026 - 09/25/2026, 10/07/2026 - 10/08/2026, 10/24/2026 - 10/25/2026, 03/15/2026 - 03/15/2026, 01/31/2026 - 01/31/2026, 02/28/2026 - 02/28/2026, 03/29/2026 - 03/29/2026, 04/12/2026 - 04/12/2026, 04/19/2026 - 04/19/2026, 04/26/2026 - 04/26/2026, 03/21/2026 - 03/21/2026, 03/28/2026 - 03/28/2026, 04/04/2026 - 04/04/2026, 04/11/2026 - 04/11/2026, 11/01/2026 - 11/01/2026, 05/03/2026 - 05/03/2026, 05/17/2026 - 05/17/2026, 06/14/2026 - 06/14/2026, 06/20/2026 - 06/20/2026, 06/28/2026 - 06/28/2026, 07/19/2026 - 07/19/2026;

RACE	DESCRIPTION	ORGANIZATION	FIRST	LAST	TITLE	PHONE	EMAIL	ADDRESS		
La Crema	race director	Cal Tri Events	Thom	Richmond	President	818.524.9368	thom@californiatri	106 Liberty Hall Rd Lexington VA 24450		
La Crema	CHP (12 officers + 1 OIC+ 1 Rover)	CHP	David	Adams	Overtime & Special Events Coordinator	707.806.5600	David.M.Adams@	6100 Labath Ave, Rohnert Park, CA 94928-7916		
La Crema	fire department	Sonoma County FD	Matt	Eggleston	Battalion Chief A Shift	707.867.6618	meggleston@sonc	8200 Old Redwood Highway, Windsor CA 95492		
La Crema	fire department	Sonoma County FD	Mike	Stornetta	Battalion Chief C Shift	707.481.5209	mstornetta@sono	8200 Old Redwood Highway, Windsor CA 95492		
La Crema	fire department - ALS	Medic Ambulance	Bryan	Smith	Events Manager	707.991.1115	bsmith@medicam	1269A Corporate Center Parkway, Santa Rosa, CA 94507		
La Crema	fire department - jet skis, pontoon, ALS	Sonoma County FD	Matt	Windrem	Division Chief - EMS	707.892.3009	mwindrem@sonoi	8200 Old Redwood Highway, Windsor CA 95492		
La Crema	fire department - jet skis, pontoon, emt	Sonoma County FD	David	Bynum	Division Chief-EMS	707.838.1170	dbynum@sonoma	8200 Old Redwood Highway, Windsor CA 95492		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you have agreed to include as an additional insured under an insured contract provided such contract was executed prior to the date of loss.

The County of Sonoma, including it's Officers and Employees

**2796 Ventura Avenue
Santa Rosa, CA, 95403**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Assumption of Risk, Waiver of Liability, and Indemnification Agreement

California Triathlon is a non-profit organization that provides clinics, skills camps, and other activities for its members and **CAL TRI Events, Inc.** is a non-profit organization that sponsors running, swimming, and bicycling events for California Triathlon members and for interested members of the general public (hereafter both organizations will be referred to as **CAL TRI** in this agreement). Activities and events focus on the traditional triathlon events of running, swimming, and bicycling – some including all three activities, some two, and some, only one.

While there are many benefits to CAL TRI activities and events, it is very important that the **PARTICIPANT/PARENT** (which refers to either an ADULT Participant, **OR** a MINOR Participant and his/her PARENTS/GUARDIANS) understands that all physical activities include some inherent risks of injury; these inherent risks cannot be eliminated regardless of the care taken to avoid injuries. Some examples of these inherent activity risks in **running events** include, but are not limited to, overexertion, heat related illness, slip & falls; trips on objects; collisions with other competitors, falls on pavement, and vehicle traffic on streets. Inherent risks in **swimming events** include, but are not limited to, overexertion, being caught in a current, getting cramps, being in deeper water than expected, being in murky water, turbulence, becoming chilled, encountering animals, and drowning. Inherent risks of **bicycling events** include, but are not limited to, heat related illness, falls, collisions with competitors or with moving or parked vehicles, being struck by a competitor's bicycle or a motor vehicle, and bicycle malfunction. Other inherent risks include those related to nature including, but are not limited to, inclement weather (e.g. rain, snow, winds, lightning, sudden thunderstorm, extreme heat or cold); encountering insects or wild animals; variation in types of terrain; and risk of disease, including communicable diseases such as COVID-19, influenza, and other viral or bacterial infections. Risks related to **participant and co-participants** include, but are not limited to, erratic, careless, or negligent actions of co-participants or participant; errors of judgment or lack of attention of participant or co-participant. Risks related to **CAL TRI personnel** include, temporary distraction or inattention in monitoring the event, failure to anticipate a potential problem or correctable hazard, and other errors in judgment.

CAL TRI feels it is important that the PARTICIPANT/PARENT understands that three kinds of injuries can occur: 1) common minor bodily injuries such as scratches, bruises, minor cuts, muscle pulls, muscle soreness, and sprains; 2) occasional major bodily injuries, including, but not limited to, shoulder pain, runner's knee, swimmer's knee, ankle, knee, and other joint injuries (e.g., tendon, ligament); broken bones; concussions, tendonitis, stress fractures); and 3) rare catastrophic bodily injuries including, but not limited to, injuries resulting in permanent disability, paralysis, heart attacks, and death.

ASSUMPTION OF INHERENT RISKS: I have read the above warning regarding the nature of CAL TRI activities and some of their associated risks. I affirm that 1) I understand the demands of the activities relative to my physical condition and skill level, 2) I understand the types of injuries that may occur as a result of CAL TRI activities and 3) I understand their potential impact on my well-being, lifestyle, and potential future careers. **I hereby assert that my participation is voluntary and that I knowingly assume all inherent risks, both known and unknown.**

WAIVER OF LIABILITY FOR NEGLIGENCE: In consideration of permission for myself and/or MINOR PARTICIPANT to participate in CAL TRI activities and services today and on all future dates, I, the PARTICIPANT/PARENT, on behalf of myself, my spouse, my heirs, personal representatives, assigns, or others making a claim on behalf of myself or my MINOR PARTICIPANT [hereafter referred to as **Releasing Parties**] **do hereby release, waive, discharge, and covenant not to sue CAL TRI**, its owners, directors, officers, employees, members, volunteers, independent contractors, owners of parks or other sites used for activities or events, equipment providers, and agents, [hereafter referred to as **Protected Parties**] from liability **from any and all claims arising from 1) the NEGLIGENCE of CAL TRI or other protected parties and/or arising from 2) the presence of myself and/or MINOR PARTICIPANT on the premises used by CAL TRI for activities or events.**

This Assumption of Risk, Waiver of Liability, and Indemnification Agreement applies to, but is not limited to, any/all of the following:

- Communicable illnesses (including COVID-19, influenza, and other viral or bacterial infections; personal injury (including death), and/or economic loss to the PARTICIPANT/PARENT arising from participation in CAL TRI activities or events (including, but not limited to, clinics, camps, programs, events and while at the site of such activities).
- Any and all claims resulting from the damage to, loss of, or theft of property.
- The release of CAL TRI from any claims and rights that I and/or MINOR PARTICIPANT 1) now have against CAL TRI and/or 2) may have in the future against CAL TRI.

INDEMNIFICATION AGREEMENT: I, the PARTICIPANT/PARENT, **agree to hold harmless, defend, and indemnify CAL TRI and Protected Parties** (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees and related expenses)

- From any and all claims of the *Releasing Parties* arising from an injury or loss by PARTICIPANT/PARENT due to participation or presence at CAL TRI activities (including claims arising from the **inherent risks** of CAL TRI activities or from the **NEGLIGENCE** of CAL TRI or *Protected Parties*,
- I further agree to hold harmless, defend, and indemnify CAL TRI and *Protected Parties* against any and all claims of co-participants, rescuers, and others arising from the conduct of the PARTICIPANT/PARENT while participating or present on the premises utilized for CAL TRI activities.

Clarifying Clauses:

- I also understand that if, in spite of this agreement, legal action is brought, either the appropriate trial court in Los Angeles County, California or The United States District Court for the Central District of California in Los Angeles has the sole and exclusive jurisdiction and that only the substantive **laws of the State of California** shall apply.
- I, the PARTICIPANT/PARENT, understand that this is the sole agreement between myself and CAL TRI and that it **cannot be modified or changed** in any way by representations or statements by any agent or employee of CAL TRI.
- I further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by **the laws of the State of California** and that **if any portion thereof is held invalid**, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Agreements, Acknowledgements, and Assertions:

Rules and Actions for Participant Safety (Parent certifies for his/her minor child)

Health I, the PARTICIPANT/PARENT, ...

- Acknowledge that CAL TRI activities can be strenuous and include the **risk of serious injury**.
- Acknowledge that CAL TRI urges participants to get **medical clearance** prior to participation.
- Affirm that participant has **no health problems** that would make participation in CAL TRI activities unwise.
- Authorize CAL TRI to **secure emergency medical care**, transportation (i.e., EMS), administer CPR/AED when deemed necessary by CAL TRI; and I agree to **assume all costs** of emergency medical care and emergency transportation.
- Acknowledge that it is the participant's **duty to inform staff and cease exercise** immediately in the event of unusual discomfort (e.g., faintness, shortness of breath, dizziness, high anxiety, chest pains).

Safety I, the PARTICIPANT/PARENT,...

- Know the participant is **responsible for his/her own safety** and must decide if any activity seems to be unsafe or too risky.
- Affirm participant has a **duty to immediately report** 1) any unsafe action by a co-participant or 2) any dangerous condition.

Injury I, the PARTICIPANT/PARENT,...

- Affirm that participant agrees to **report all injuries**, minor or serious ones, to CAL TRI before leaving the facility.

Conduct I, the PARTICIPANT/PARENT,...

- Agree to **abide by all policies**, rules, and regulations of CAL TRI.
- Understand CAL TRI may **terminate my participation** in the activity or event if my actions could be harmful to myself or others.

Photo/Video Release I, the PARTICIPANT/PARENT,...

- Authorize the **use of photos or videos** of participant in print or electronic marketing, advertising, web, & social media.

ACKNOWLEDGEMENT OF UNDERSTANDING: I, the PARTICIPANT/PARENT, have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and fully understand its terms. **I understand that I am giving up substantial rights that might belong to me and/or the MINOR PARTICIPANT** including:

1) My right as an ADULT PARTICIPANT to recover damages for any loss I may suffer resulting from my injury or death resulting from participation at CAL TRI;

2) My right as a parent to recover damages for any loss I may suffer resulting from injury to or death of myself or my MINOR PARTICIPANT resulting from participation at CAL TRI; and

3) The right of the MINOR PARTICIPANT to recover damages for any loss he/she might suffer from injury or death resulting from participation at CAL TRI .

I further acknowledge that I am signing this agreement freely and voluntarily, and intend my signature to be a **complete and unconditional release of CAL TRI and the other Protected Parties from all liability to myself, and/or the MINOR PARTICIPANT** due to 1) **negligence** by CAL TRI and the other *Protected Parties* or to 2) the **inherent risks** of CAL TRI activities, to the greatest extent allowed by law in the State of California.

Further, I, the RESPONSIBLE ADULT, assert that 1) I have explained the inherent risks to the MINOR PARTICIPANT; 2) he or she understands this Agreement; and 3) the parent and minor participant knowingly accept and assume the inherent risks of CAL TRI activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you have agreed to include as an additional insured under an insured contract provided such contract was executed prior to the date of loss.

The County of Sonoma, including it's Officers and Employees

**2796 Ventura Avenue
Santa Rosa, CA, 95403**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you have agreed to include as an additional insured under an insured contract provided such contract was executed prior to the date of loss.

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1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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