



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT PHIL FOSTER PARK DIVE INSTRUCTION PERMIT TERMS OF USE & RELEASE AND INDEMNIFICATION

RULES, REGULATIONS, CONDITIONS – Please keep a copy for your records

Palm Beach County Parks and Recreation enforces good standards and practices for the safe and orderly use of the parks. Permission to use Phil Foster Park beach access for scuba dive instruction is contingent upon compliance with the following rules, regulations, and conditions. Failure to comply with these requirements may result in permanent revocation of dive instruction permits. Reports of improper conduct or violations of park use will be taken seriously and addressed promptly.

Non-compliance with operational rules, regulations, and conditions will result in the following:

- First Offense – Permit holder will receive a notice of non-compliance letter and must correct infraction(s) immediately.
- Second Offense – Permit holder will receive a cease-and-desist letter, and the permit(s) associated will be revoked.

If a permit is revoked, the permit holder is not permitted to use Phil Foster Park beach access. Violations after a second offense will be considered trespassing.

The Phil Foster Park Dive Instruction Permit is granted for a period of one (1) year, expiring on June 30, 2027, provided the following conditions are met:

1. The Permit Holder and its members, volunteers, participants, officials, agents, sponsors, employees, subcontractors (hereinafter "Affiliates") shall be bound by all Ordinances of Palm Beach County, as are now or may hereafter be adopted, as fully as though the same were inserted in this Permit, and in particular, Palm Beach County Code, Chapter 21, as may be amended, pertaining to Parks and Recreation, and shall be obligated to strictly enforce all terms and conditions of this Permit, and, in general, good standards and practices for the safe and orderly use of Phil Foster Park. Non-compliance may result in denial of future use of the park.
2. The Permit Holder and its Affiliates understand that Phil Foster Park is County-owned property.
3. The Permit Holder and its Affiliates must not obstruct public access or impede the rights of the public to use Phil Foster Park in a reasonable manner.
4. The Permit Holder and its Affiliates are responsible for ensuring enforcement of park rules, policies, and all applicable Palm Beach County, State, and Federal rules and regulations related to the permitted use of Phil Foster Park.
5. The Permit Holder and its Affiliates are responsible for cleanup of all trash, garbage, and waste materials associated with its activity and shall reimburse the County for services required, including removal of trash, park repairs and/or any necessary staff time.
6. The Permit Holder and its Affiliates are not permitted on service roads and must park their vehicle(s) in designated parking spots. Vehicles are not permitted to park in the designated space for loading/unloading diving equipment.



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7. The Permit Holder and its Affiliates are not permitted to stage or set up equipment on the sidewalks or block any public access areas.
8. The Permit Holder and its Affiliates must be out of the water and leave the park by 10:00 p.m.
9. The Permit Holder and its Affiliates shall report any accidents/incidents involving injury or property damage to Park-DivePermit@pbc.gov within 24 hours with any photos and other pertinent details.
10. The Permit Holder and its Affiliates shall not prohibit or hinder Palm Beach County staff, duly authorized agents, or any peace officers from performing their official duties. The Permit Holder shall ensure that its Affiliates obey instructions from Palm Beach County Sheriffs Office, Park Rangers, Ocean Rescue staff and Parks and Recreation staff.
11. The Permit Holder and its Affiliates shall not commit or permit any reckless or dangerous conduct by its Affiliates at any time. This includes, but is not limited to, violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct when such conduct tends to cause or provoke a disturbance. Permit holders found to be or who have received multiple complaints of using aggressive sales tactics with park patrons will have their permit revoked.
12. The Permit Holder and its Affiliates shall indemnify, save harmless and defend the County from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Permit for any personal injury, loss of life, environmental contamination, and/or damage to property sustained in or about Phil Foster Park by reason, during, or as a result of the use of Phil Foster Park premises and its appurtenant facilities by the permit holder, its members, volunteers, participants, officials, agents, sponsors, employees, subcontractors and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event County shall be made a party to any litigation commenced against permit holder or permit holder's affiliates by permit holder or permit holder's affiliates against any third party, permit holder shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. The permit holder recognizes the broad nature of this indemnification provision and specifically acknowledges that County would not have granted this Permit without permit holder's agreement to indemnify County and further acknowledges the receipt of good and valuable separate consideration provided by County in support hereof in accordance with the laws of the State of Florida. This provision shall survive expiration or termination of this Permit.



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RELEASE & INDEMNIFICATION STATEMENT

I do hereby knowingly, freely, and voluntarily assume all liability for any damage or injury that may occur as a result of my and/or my representative's participation as a permit holder at a Palm Beach County park and agree to protect, defend, reimburse, indemnify and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during, as a result of, or in connection with my and/or my representative's participation as a permit holder at a Palm Beach County park.

I agree to allow Palm Beach County to take and use photographs of business activities occurring at Palm Beach County Parks for any legitimate purpose whatsoever. In connection therewith, I release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action for circumstances resulting from use of any photograph.

The Applicant shall be obligated to strictly enforce all terms and conditions in this Application, and, in general, good standards and practices for the safe and orderly use of the Park(s). The person signing this Application is responsible for ensuring enforcement of all requirements, and for the safety and conduct of all participants, employees, agents and subcontractors of the Applicant. The Applicant shall be bound by all Ordinances of Palm Beach County, as are now or may hereafter be adopted, as fully as though the same were inserted in this Application, and in particular, Palm Beach County Code, Chapter 21, as may be amended, pertaining to Parks and Recreation. Non-compliance may result in denial of future use of the Park(s), and revocation of Permit. The Applicant understands that the Park(s) is County owned property. The County may revoke authorization for use of the Park(s), with or without cause.

_____ **Print Name**

_____ **Signature**

_____ **Date**