

Comstock Mountain Bike Stage Race
SRP# NV-040-12-002

Special Recreation Permit Stipulations

In addition to items (a), (b), (c), and (d) and the Terms and Conditions on the back of the permit form (2930-1), the following special stipulations are included as part of this permit.

Stipulations specific to individual locations or specific activities may be added in addition to these stipulations at the discretion of the Authorized Officer.

Issuance of Permit

1. Ted Oxborrow of Nevada Trail Expeditions shall notify the Bureau of Land Management (BLM) Ely District Office (EYDO) of the route, times and facilities that will be used for the mountain bike ride at least 180 days prior to the event. The EYDO will coordinate with the Battle Mountain and Carson City District Offices regarding each event.
2. A property damage, personal injury and comprehensive public liability insurance policy is required for this permit. A copy of each year's insurance policy shall be sent to the Ely District Office each year the permit is in effect, at least 30 days prior to the date of the event.
3. This permit does not grant exclusive use of BLM lands or facilities, nor does it grant permission to use private lands or lands administered by other agencies. It is the permittee's responsibility to obtain permission to use or cross other lands.
4. Rides shall occur on established routes and trails. The permittee shall close all gates after the last rider comes through.
5. Cross country travel is not authorized.
6. The permittee is not authorized to cut or remove live vegetation or level and/or clear new areas.
7. The permittee shall comply with all Federal, State, and local laws; ordinances; regulations; orders; postings; or written requirements applicable to the area or operations covered by the ***Special Recreation Permit*** (SRP). The permittee shall insure that all persons operating under this authorization have obtained all required Federal, State, and local licenses or registrations. The permittee shall make every reasonable effort to ensure compliance with these requirements by all agents of the permittee and all clients, costumers, participants, or spectators under the permittee's supervision.

8. A SRP authorizes special uses of the public lands and related waters and should circumstances warrant, the permit may be modified by the BLM at any time, including modification of the amount of use. The authorized officer may suspend or terminate a SRP if necessary to protect public resources, health, safety, the environment, or because of noncompliance with permit stipulations. Actions by the BLM to suspend or terminate are appealable.
9. No value shall be assigned to or claimed for the permit, or for the occupancy or use of Federal lands or related waters granted thereupon. The permit privileges are not to be considered property on which the permittee shall be entitled to earn or receive any return, income, price or compensation. The use of a permit as collateral is not recognized by the BLM.
10. The permittee or permittee's representative may not assign, contract or sublease any portion of the permit authorization or interest therein, directly or indirectly, voluntarily or involuntarily. However, contracting of equipment or services may be approved by the authorized officer in advance, if necessary, to supplement a permittee's operations. Such contracting should not constitute more than half the required equipment or services. If equipment or services are contracted, the permittee shall continue to be responsible for compliance with all stipulations and conditions of the permit.
11. All advertising and representations made to the public and to the authorized officer must be accurate. Although the addresses and telephone numbers of the BLM may be included in advertising materials, official agency symbols may not be used. The permittee shall not use advertising that attempts to portray or represent the activities as being conducted by the BLM. The permittee may not portray or represent the permit fee as a special Federal user's tax. The permittee must furnish the authorized officer with any current brochure and price list if requested by the authorized officer.
12. In the event of default on any mortgage or other indebtedness, such as bankruptcy, creditors shall not succeed to the operating rights or privileges of the permittee's SRP.
13. The permittee cannot, unless specifically authorized, erect, construct, or place any building, structure, or other fixture on public lands. Upon leaving, the lands must be restored as nearly as possible to pre-existing conditions.
14. The permittee must present or display a copy of the special recreation permit to an authorized officer's representative, or law enforcement personnel upon request. If required, the permittee must display a copy of the permit or other identification tag on equipment used during the period of authorized use.
15. The authorized officer, or other duly authorized representative of the BLM, may examine any of the records or other documents related to the permit, the permittee

or the permittee's operator, employee, or agent for up to 3 years after the expiration of the permit.

16. The permittee shall notify the authorized officer of any accident that occurs while involved in activities authorized by this permit which result in: death, personal injury requiring hospitalization or emergency evacuation, or in property damage greater than \$2,500. Reports should be submitted within 48 hours in the case of death or injury, or 10 days in accidents involving property damage.
17. The permittee must assume responsibility for inspecting the permitted area for any existing or new hazardous conditions, e.g., trail and route conditions, land slides, avalanches, rocks, changing water or weather conditions, falling limbs or trees, submerged objects, hazardous wildlife, or other hazards that present risks for which the permittee assumes responsibility.
18. The permittee shall be responsible for ensuring that adequate sanitation facilities for participants and spectators are provided.
19. The permittee shall insure that first aid services provided at this event have the capability to insure that any accident victim may be located, treated, and evacuated as needed. A reliable communication system shall be provided sufficient to provide immediate contact for the first aid provider (EMT) to local emergency dispatch centers.
20. All event activity vehicle parking will be limited to non-vegetated areas.
21. Leave No Trace ethics shall be practiced on public lands. Trash, food items, and event related litter shall be promptly contained and removed from the area immediately upon completion of the event. All stakes, flagging materials, danger signs, equipment, temporary facilities, and all other event-related materials must be removed within two weeks after the event.
22. **USE FEES:** The permittee **must submit** a Post Use Report to the EYDO, detailing dates, locations, gross receipts, and number of participants. The competitive use fees shall be: \$100 minimum annual fee or 3% gross receipts, whichever is greater. If the 3% gross receipts is less than the minimum fee, then no additional payments are due. **Use-fees must be paid within fifteen (15) days following the event.**
23. **Weed Seed Free Requirements:** All Vehicles (including ATV's) must be cleaned with high pressure equipment prior to entering public lands, cleaning effort will concentrate on tracks, feet, tires and on the undercarriage.
24. Motorized vehicles and mountain bikes are prohibited in designated wilderness.

I declare I have read and understand all of the stipulations associated with this Special Recreation Permit. I acknowledge that as signee of the permit and these stipulations that I am fully responsible for all of the mitigation measures and compliance with stated permit stipulations and that non-compliance with any permit stipulations will be grounds for denial of future permits, and/or cancellation, and/or prosecution of applicable Federal, State and/or Local laws.

Ted Oxborrow  3/28/12
Applicant's Name (Print) Signature Date