



SUBMITTAL TO THE BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



347

FROM: Regional Park & Open-Space District

SUBMITTAL DATE:
March 21, 2012

SUBJECT: Authorize the General Manager to execute agreements for temporary one-time or reoccurring events on District property, including the 2012 Wave Loch Flow Tour Event at The Cove-Jurupa Aquatic Center- District II/II

RECOMMENDED MOTION: That the Board approves and:

1. Authorizes the General Manager, or designee, to sign agreements, amendments and renewals for temporary one-time or reoccurring events on Regional Park and Open-Space District (District) property, when the required contract documents have been approved by County Counsel;
2. Authorizes the General Manager, or designee, to sign the attached agreement between the District and the Wave Loch Flow Tour (WLFT) to conduct the 2012 Wave Loch Flow Tour event on June 23, 2012, at The Cove-Jurupa Aquatic Center (The Cove); and
3. Directs the Clerk of the Board to return three (3) copies of the Agreement to the District for transmittal and approval from the WLFT.

BACKGROUND: The WLFT has requested to conduct one stop on their annual FlowRider tour event at The Cove on June 23, 2012.

(continued on page 2)

Brande Hune, Chief for Scott Bangle, General Manager

2012-017D EC

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 2,500	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011-2012

SOURCE OF FUNDS: District General Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY:
Alex Gann

FORM APPROVED COUNTY COUNSEL
BY:
NEAL R. KIPNIS
DATE: 3/22/11
Departmental Concurrence

Consent Policy
Consent Policy

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: 3/2/11, M.O.13.4 | District: II/II | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

13.1

SUBJECT: Authorize the General Manager to execute agreements for temporary one-time or reoccurring events on District property, including the 2012 Wave Loch Flow Tour Event at The Cove-Jurupa Aquatic Center- District II/II

BACKGROUND:

The WLFT has requested to conduct one stop on their annual FlowRider tour event at The Cove on June 23, 2012. The WLFT and District support the growth of this sport as it will nurture the development of competitive FlowRiders and raise greater exposure for and attendance at our aquatic facilities.

On March 2, 2011, M.O. 13.4., your honorable Board approved the Wave Loch Stand-Up Federation, Waiver, Release and Signature Agreement for The Cove. The Agreement allowed the District limited rights to use, advertise, maintain, operate and promote the FlowRider attraction. By joining the Wave Loch Stand-Up Federation, the District gains the organizing benefits of competitive rules and regulations supported by Wave Loch. This consistency in the sports organizing body will promote increased participation at the local level. The increase in participation also equates to increased revenues, and competitive events are an excellent source of valuable local media and public relations for the community.

The District anticipates the Wave Loch Flow Tour event to be the first of many such events to occur at our expanding facilities. To better serve our recreating public and improve efficiency for processing agreements for future events, the District asks that the General Manager be given authority to sign agreements for temporary one-time or reoccurring events on District property where 5,000 or fewer people are expected to be in attendance each day. For example, these events could include: sporting events or competitions, music events, stage or theatrical shows, carnivals, or other entertainment or participatory events appropriate for the venue. The General Manager will present to the Board of Directors for approval the agreement for any event that: involves expenditure of District funds or resources beyond the General Manager's authority; presents an unusually high risk to the District; or involves unique circumstances such that Board of Directors prior approval would be appropriate.

County Counsel has approved this agreement as to form.

2012 WAVE LOCH FLOW TOUR AGREEMENT

CONTACT NAME: Nicole Van Winkle **DATE:** March 7, 2012
COMPANY: The Cove Waterpark- Jurupa Aquatic Center/RivCoParks **TEL:** (951) 360-1974
ADDRESS: 4310 Camino Real Jurupa Valley CA 92509
Street Address **City** **State** **Zip**

Event Confirmation/Park Participation Agreement Dated March 7, 2012

EVENT DATE: JUNE 23, 2012

EVENT COMMITMENTS

WAVE LOCH:

1. Provide Wave Loch Flow Tour ("WLFT") schedules, entry forms, rules and posters. **Est. Value - \$250**
2. Circulate WLFT documents (i.e. entry forms, newsletters, etc) to thousands of active FlowRiders on the wave loch mailing list; provide promotional ads, press releases and marketing material local to the event area. **Est. Value - \$500**
3. Promote WLFT events and your venue through the social media avenues with photo's of your event and your venue (photo's provided by venue), the WLFT schedule and contest results. **Est. Value - \$300**
4. Provide at least 2 wave loch officials to attend the event as head judge and/or contest director to manage event, format heats and heat advancements, supply scoring sheets and competitor rash guards and provide timing and tabulating systems. (value includes travel cost and wages attributable to your event) **Est. Value - \$2700**
5. To provide a maximum of \$150 to go towards 3 sanctioned flow judges. **Est. Value - \$150**
6. Provide medals for the top 3 finishes in each rated division.

Estimated event prize and awards distribution (per event)

Quantity	Item	Item value	Total
15	Medals bb	\$25.00	\$250.00
15	Medals fb	\$25.00	\$250.00
60	T-shirts	\$10.00	\$600.00

Total Wave Loch contributed value/event costs

\$5,000.00

VENUE:

1. Provide use of your venue, pre and post event assistance and the necessary materials needed for the set up of the event. Use of the local pa system. Approx. Event time will be a minimum of 6 hours.
2. Allow wave loch and WLFT sponsors space to hang their banners/tents 1-day prior and during the time of the event and display all sponsors and tour related material through all your social media websites from the time of the official schedule release.
3. To support and abide by the rules and regulations of the 2012 wave loch flow tour rule book.
4. Provide WLFT sponsors and competitors access to the venue after hours for set-up and practice time. All competitors must reserve and pay fees accordingly for usage of venue for practicing. County to collect these fees.
5. Wave loch shall require all event sponsors to enter into hold harmless and indemnification agreements with the county of riverside.
6. Provide a minimum of \$2500 as a cash prize for the pro divisions to be awarded day of event. Allocate 50% of the open woman and men's entry fee for both bodyboard and flowboard to be split between the top 3 finishes in each open division. Subject to the 6 minimum rule (refer to 11(b) in rule book)

POSSIBLE REVENUE AREAS:

1. The venue may collect all competition entry fees. The new 2012 entry fee pricing should help generate at least a 20% increase in entry fee revenue. (refer to no. 1 in rule book for details)
2. The venue may solicit any local sponsor to help support the event with money or product as long as there is no conflict with WLFT sponsors. (see section 3 for more info.)

The terms and conditions on this page and the following 2 pages contain the full agreement of the parties.

This WAVE LOCH FLOW TOUR AGREEMENT (the "Agreement") is made as of date indicated on page 1 by and between Wave Loch, LLC, a Delaware limited liability company with an office at 3136 Mission Blvd., Ste. F, San Diego, CA 92109 ("Wave Loch"), and the operator whose name and address are on page 1 ("COUNTY") for the Wave Loch Flow Tour ("WLFT") event to be held at COUNTY's venue (the "Event") in accordance with the following terms and conditions:

1. The Parties' Rights and Responsibilities. The parties agree to diligently work together on all pre-Event, day-of-the-Event post-Event planning, logistics and management. The parties further agree to the following rights and responsibilities:

1.1. Wave Loch shall have the sole right and responsibility to develop and coordinate all aspects of the WLFT including, but not limited to competition procedures and formats, judging rules and criteria, scoring systems, WLFT media and public relation, and WLFT sponsors.

1.2. Wave Loch shall have all rights and responsibilities on page 1.

1.3. COUNTY shall have the sole right and responsibility to manage all aspects of the Event venue, including but not limited to the conduct of the Event competitors while they are inside the venue, Event crowd control, and the venue's compliance with any state, county or local health and safety laws that apply to COUNTY's venue and the operation of the FlowRider® sheet wave attraction (the "Attraction").

1.4. COUNTY shall be solely responsible for funding the Event cash prize money. The parties shall jointly determine the allocation of the prize money among the Event competitors.

1.5. COUNTY shall also have all rights and responsibilities on page 1.

2. Competitors' Use of Uncertified Boards. COUNTY shall have the sole and absolute right to determine whether to allow uncertified boards on the Attraction. (Wave Loch certifies boards to help promote a safe riding experience, preserve the Attraction's ride surface, and provide the best possible rider experience). COUNTY therefore agrees to assume the risk of any injury or damage associated with the use of uncertified boards and understands that the use of uncertified boards on the Attraction shall void the Attraction surface warranty.

3. WLFT and Event Sponsors.

3.1. Wave Loch shall have the sole right to select WLFT sponsors. COUNTY shall allow the WLFT sponsors to have their banners and other marketing materials prominently posted on and near the Attraction during the Event. COUNTY shall also allow the WLFT sponsors to set up promotional tents or tables in high foot traffic areas near the Attraction. COUNTY shall provide the WLFT sponsors access to the venue during nonpublic hours to allow the WLFT sponsors to set up their tents or tables.

3.2. COUNTY may obtain Event sponsors, so long as Wave Loch is provided the opportunity to pre-approve the Event sponsors to ensure they do not compete with a WLFT sponsor or negatively affect the WLFT. Wave Loch may prohibit an Event sponsor whose products or services Wave Loch deems in its sole discretion to degrade the WLFT or its sponsors or bring them into public contempt or ridicule. COUNTY shall provide Wave Loch a written list of the names and the products / services of the COUNTY's proposed sponsors at least 10 days before the Event. Wave Loch shall either approve or object to a sponsor within 7 days. Failure by Wave Loch to object to a sponsor within 7 days shall be deemed tacit acceptance. Wave Loch shall notify COUNTY of any direct contact between the COUNTY's sponsor and Wave Loch concerning potential WLFT sponsorship opportunities.

3.3. County may prohibit an Event sponsor whose products or services County deems in its sole discretion to degrade the County or its sponsors or bring them into public contempt or ridicule. Wave Loch shall provide County a written list of the names and the products / services of Wave Loch's proposed sponsors at least 10 days before the Event. County shall either approve or object to a sponsor within 7 days. Failure by County to object to a sponsor within 7 days shall be deemed tacit acceptance.

4. Event Image Rights, Videography and Photography.

4.1. COUNTY shall grant Wave Loch a non-exclusive non-transferable license to use photographs or videos that may contain COUNTY's trademarks, trade name and trade dress or COUNTY's guests' likeness for Wave Loch promotional and marketing materials. Wave Loch may not use the images for slanderous or controversial promotion.

4.2. Wave Loch shall grant COUNTY a limited non-exclusive non-transferable license to use Event photographs and video that may contain WLFT trademarks, trade name and trade dress to promote COUNTY's ordinary course of business specific to the venue.

4.3. All rights not expressly granted to COUNTY are expressly reserved to Wave Loch, including title to all WLFT, Event and Attraction images and the exclusive right to control all media, print, radio, television, video, internet, CD-ROM, DUD, DAT, film, still images, and photographs including all copyrights and trade dress rights, movies, third-party advertising or sponsorships, or any other distribution media and production, in connection with the WLFT and any Event. COUNTY cannot use the Attraction or Event images for any third party advertising, television/motion picture production, sponsorship, or promotion whatsoever.

5. Insurance.

5.1. Without limiting or diminishing Wave Loch obligation to indemnify or hold the COUNTY harmless, Wave Loch shall procure and maintain or cause to be maintained,

at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected officials, agents or representatives as Additional Insureds.

5.2. Wave Loch shall maintain Comprehensive General Liability Insurance including but not limited to, premise liability, unmodified contractual liability, personal and advertising liability and cross liability coverage, covering claims which may arise from or out of Wave Loch performance of its obligations hereunder. Policy shall name the County as Additional Insured. Policy limits of liability shall not be less than \$1,000,000 per occurrence combined single limit with an aggregate limit of not less than \$2,000,000. Prior to the commencement Wave Loch shall provide to COUNTY an original certificate of insurance and certified copy of endorsements and if requested, certified copies original policies of insurance including all endorsements and any other attachments as required in this Section. An individual authorized by the insurance carrier to so on its behalf shall sign the original endorsements prior to the commencement of upon written request confirming that the foregoing insurance is in full force and effect throughout the term of this Agreement and naming the COUNTY as an additional insured and stating Wave Loch's insurance will be primary for any loss of life, bodily injury, property damage or personal injury that are the result of negligent, acts or omissions of Wave Loch, its employee's or agent's that occur during the training period designated for the competitor's on the Attraction and during the day of the Event or competing during the day of Event.

5.3. Wave Loch must maintain and keep in force workers' compensation insurance for its employees who are employed in connection with the performance of Wave Loch obligations under this Agreement. That insurance must comply with applicable State statutes and contain Employee's Liability Insurance with limits not less than \$1,000,000 per occurrence.

5.4. Wave Loch must maintain and keep in force during the term of this Agreement automobile liability insurance with limits of not less than \$1,000,000 combine single limit per occurrence with respect to owned, non-owned, hired or lease vehicles assigned to or used in connection with Wave Loch's performance, pursuant to the terms of this Agreement.

5.5. COUNTY shall maintain and keep in force over the course of Event, General Liability Insurance or a program of self insurance. Limits of liability shall not be less than \$1,000,000 per occurrence combine single line with an aggregate limit of not less than \$2,000,000. COUNTY shall provide to Wave Loch a certificate of insurance confirming that the foregoing insurance is in full force and effect throughout the term of this Agreement. COUNTY's insurance shall be primary and any insurance, self insurance or risk retention programs maintain by Wave Loch will be excess and non-contributory for all claims, demands, actions, damages, losses, liabilities, costs and expenses that are a result of COUNTY's neglect, acts or omissions relating to its operation of the Jurupa Aquatic Center during the training period designated for competitors on the Attraction during the day of the Event or competing during the Event

5.6. COUNTY must maintain and keep in force workers' compensation insurance or similar insurance or be permissively self insured for its employees who are employed in connection with the performance of County's obligations under this Agreement. That insurance must comply with applicable State statutes and contain Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence.

5.7. Any insurance carrier providing insurance coverage hereunder for WAVE LOCH shall have an AM BEST rating of not less than A: VIII (A:8). The County waives its standard requirement the carrier be admitted to the State of California. This waiver is only for this particular requirement for this specific insurer and only for one policy term.

5.8. WAVE LOCH must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, WAVE LOCH'S carriers shall either, 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

5.9. WAVE LOCH shall cause WAVE LOCH'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance (other than for termination due to non-payment). In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original

policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. WAVE LOCH shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

5.10. It is understood and agreed to by the parties hereto that the WAVE LOCH'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5.11. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the WAVE LOCH has become inadequate.

5.12. WAVE LOCH shall pass down the insurance obligations contained herein to all tiers of subcontractor working under this Agreement.

5.13. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

5.14. WAVE LOCH agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

6. Indemnification.

6.1. Wave Loch shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as COUNTY Indemnitees) from any liability whatsoever, based or asserted upon any services of WAVE LOCH, its officers, employees, subcontractor, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of WAVE LOCH, its officers, employees, subcontractor, agents or representatives Indemnitors from this Agreement. WAVE LOCH shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the COUNTY Indemnitees in any claim or action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein by WAVE LOCH, WAVE LOCH shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes WAVE LOCH'S indemnification to COUNTY Indemnitees as set forth herein. WAVE LOCH'S obligation hereunder shall be satisfied when WAVE LOCH has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe WAVE LOCH'S obligations to indemnify and hold harmless the COUNTY Indemnitees herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the WAVE LOCH from indemnifying the COUNTY Indemnitees to the fullest extent allowed by law.

6.2. COUNTY shall indemnify and hold harmless the WAVE LOCH, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as WAVE LOCH Indemnitees) from any liability whatsoever, based or asserted upon any services of COUNTY, its officers, employees, subcontractor, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of COUNTY, its officers, employees, subcontractor, agents or representatives Indemnitors from this Agreement. COUNTY shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the WAVE LOCH Indemnitees in any claim or action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein by COUNTY, COUNTY shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes COUNTY'S indemnification to WAVE LOCH Indemnitees as set forth herein. COUNTY'S obligation hereunder shall be satisfied when COUNTY has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe COUNTY'S obligations to indemnify and hold harmless the

WAVE LOCH Indemnitees herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the COUNTY from indemnifying the WAVE LOCH Indemnitees to the fullest extent allowed by law.

7. General Provisions.

7.1 Nothing herein should be construed to create an employer-employee relationship, partnership, or joint venture.

7.2 This Agreement is the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter hereof. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties.

7.3 COUNTY may assign this Agreement or any of its rights or delegate any of its duties here under this Agreement without the consent of Wave Loch.

7.4 No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

7.5 Each individual executing this Agreement on behalf of a business entity, or submitting any documents required during the term of this Agreement, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said business entity and that this Agreement is binding upon said business entity.

7.6 If any legal action or other proceeding, including any bankruptcy proceeding, is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled. "Prevailing party" within the meaning of this section includes, without limitation, a party who agrees to dismiss an action or proceeding upon the other's payment of sums allegedly due or performance of covenants allegedly breached, or who obtains substantially the relief sought by it.

7.7 Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law. In the event that any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions shall remain in full force and effect.

7.8 The parties' rights and obligations will bind and inure to the benefit of their respective successors, heirs, executors and administrators and permitted assigns.

7.9 This Agreement is entered into in the State of California and shall be interpreted, construed, and enforced in accordance with the laws of the State of California without regard to its conflict of law principles, and the parties consent to the exclusive jurisdiction of the state and federal courts having jurisdiction over San Diego and Riverside County, California.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date as indicated below
Party's signature.

DATED this _____ day of March, 2012

Wave Loch Flow Tour

Regional Park and Open-Space District

BY: _____

BY: _____

Scott Bangle, General Manager

Print Name: _____

Title: _____

Acknowledgement:

BY: _____

Chairman, Board of Directors

FORM APPROVED COUNTY COUNSEL

BY: _____ FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS 3/14/12
DATE

DATE: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED 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):	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY.</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



ADDITIONAL REMARKS SCHEDULE

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED Wave Loch, LLC. 210 Westbourne Street La Jolla CA 92037	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

directors, officers, Board of Supervisors, employees, elected officials, agents or representatives as additional insureds per the attached endorsement #CG20100704. Coverage is primary and non contributory



COUNTY OF
Riverside
 HUMAN RESOURCES

Winner IPMA Award for Excellence

Risk Management Division

Post Office Box 1210, Riverside, CA 92502-1210 (951) 955-3540 Fax
 (951) 955-5855

BARBARA A. OLIVIER, SPHR

Asst. County Executive Officer/
 Human Resources Director

SHAWN ATIN

Asst. Human Resources Director

CERTIFICATE OF INSURANCE OR SELF-INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND EXTEND OR ALTER THE COVERAGE AFFORDED BELOW.

COVERAGES

THIS IS TO CERTIFY THAT THE SELF INSURED COVERAGE LISTED BELOW IS CURRENTLY IN EFFECT FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THIS CERTIFICATE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH CERTIFICATE. *COVERAGE PROVIDED IS SUBJECT TO THE TERMS AND CONDITIONS OF THE EXCESS POLICY.*

Type of Coverage	Company and Policy Number	Policy Period	Limits of Liability Bodily Injury/Property Damage
<input checked="" type="checkbox"/> Commercial General Liability Including Vehicle Liability	Self-Insured	07/01/2011 to 07/01/2012	\$1MM Combined Single Limit Per Occurrence
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	Permissibly Self-Insured	7/1/2011 to 7/1/2012	\$2MM Per Occurrence
<input type="checkbox"/> Medical Malpractice (Professional Liability)	Self-Insured	10/1/2011 to 10/1/2012	\$1.1 MM Per Occurrence with no Aggregate Limit

The County of Riverside certifies that the above self-insured program is in effect as respect to: the Riverside County Regional Parks & Open -Space District and Wave Loch Flow Tour Sports special event at The Cove Jurupa Valley Aquatic Center from June 23rd to June 24th 2012.

Certificate Holder	Cancellation
Wave Loch LLC Attention: Maureen Lochtefeld 210 Westbourne Street La Jolla, CA 92037	In the event of cancellation of the self-insurance program or policy designated below, it is the intent of the County of Riverside to mail 30 days' prior notice thereof.

This certificate is not valid unless signed by an authorized representative of the County of Riverside, Risk Management Division.

March 27, 2012
 Date


 Jeffrey Hunter

cc: Elizabeth Castillo, Admin. Svcs Analyst @ Parks & Open-Space District