

MENDOCINO LAND TRUST

MENDOCINO BAY OVERLOOK RESERVATION FORM

The Mendocino Bay Overlook is a public access easement trail opened in 1996, located at 10000 Brewery Gulch Road, Mendocino, California. There is a short trail to the site, a meadow overlooking the ocean, bay, Big River beach, and the village of Mendocino. A small bench on the bluff edge celebrates the work of two long-time Mendocino Land Trust supporters. Parking on Brewery Gulch Road is limited to 10 or fewer cars. If the event attendance will exceed 40 persons, the applicant must submit to MLT a plan assuring that 10 parking slots or fewer will be used (such as a shuttle bus from a nearby parking area).

Mendocino Land Trust manages this site and many more along the Mendocino Coast. Your special event fees help us steward this trail and others, ensuring that these coastal treasures remain beautiful and accessible for generations to come. Providing your contact information will allow us to reach you if any issues come up with the site prior to your event and will allow us to share information about Mendocino Land Trust work with you occasionally throughout the year.

Type of Event: _____

Date: _____

Time: _____

Number of Attendees (approx.): _____

Names of Couple or Event Host: _____

Phone Number: _____

Email Address: _____

Mailing Address: _____

Event Organizer / Wedding Planner (Optional): _____

Organizer / Planner Phone Number (Optional): _____

Some of our wedding couples suggest gifts to the Mendocino Land Trust in honor of their special day.

If you or your guests would like to contribute to our land conservation and stewardship work, please visit www.MendocinoLandTrust.org, write us at PO Box 2058, Fort Bragg, CA 95437, or call our office at (707) 962-0470 for more information about how you can help.

P.O. Box 2058
Fort Bragg, CA 95437



(707) 962-0470
www.mendocinolandtrust.org

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MENDOCINO BAY OVERLOOK SITE USE AND HOLD HARMLESS AGREEMENT

This agreement is made between Mendocino Land Trust ("MLT") and _____ ("Guest").

1. Guest has requested to use the real property known as the Mendocino Bay Overlook, managed by MLT and located at 10000 Brewery Gulch Road, Mendocino (the "Property"), for a one-day special event;
2. MLT hereby authorizes Guest's use of the Property for an event on _____ (the "Event"), subject to Guest agreeing to the terms of this Agreement;
3. Guest acknowledges that the Property is undeveloped land, sea bluff, beach and/or other natural conservation area involving risks of personal injury, accident, death, or property damage, and knowingly assumes those risks, whether known or unknown;
4. Guest hereby forever waives the right to sue and releases and discharges MLT and its officers, trustees, employees, volunteers, agents, successors and assigns from and against any and all claims, demands, damages, actions, expenses, causes of action, or suits of any kind or nature whatsoever, which Guest or Guest's invitees may now have or may hereafter have or that may develop in the future, arising out of or in any way relating to any and all injuries and damages of any and every kind, including personal injury, death or property damage, which may occur as a result of Guest's or Guest's invitees' use of the Property for the Event (whether before, during or after the Event), even though the liability may arise out of negligence or carelessness on the part of MLT or its officers, trustees, employees, volunteers, or agents;
5. Guest agrees to indemnify, hold harmless and defend MLT and its officers, trustees, employees, volunteers, agents, successors and assigns from and against any loss, liability, claims, costs, or damage of any kind whatsoever that Guest or Guest's invitees may sustain relating in any way to the Event at the Property;
6. Guest agrees to comply with the following site use requirements, and understands and agrees that failure to comply with these site use requirements may result in loss of all or a portion of Guest's security deposit:
 - a. Guests may not prevent public access to the site at any time. Your reservation precludes others from hosting an event at the Property on your special day, but does not allow us to close the site to the public.
 - b. This is a natural conservation area; the grass (if any) will not be mowed, and please do not expect that the beach (if any) will be free of natural debris. Please be respectful of the plants and animals who share the site. Users must have the minimum impact on the area as possible with consideration for soils, flora and fauna. Please keep guests, including dogs, from approaching or chasing birds, seals, and other wildlife. Any dogs attending your Event must be leashed at all times.
 - c. For beach sites, please be mindful of the tide and avoid setting up on the wet sand as sneaker waves can travel several feet up the beach with little to no warning.

- d. Site use is limited to a total of three hours. MLT does not allow any set-up on the site until directly before the Event, and everything must be removed immediately following the Event. The site must be thoroughly cleaned after the Event. All trash and other waste materials must be removed from the site.
 - e. Parking at the Mendocino Bay Overlook is limited to 10 or fewer cars. If the Event attendance will exceed 40 persons, the applicant must submit to MLT a plan assuring that 10 parking slots or fewer will be used (such as a shuttle bus from a nearby parking area).
 - f. Guest(s) are responsible for his/her/their actions and the actions of all participants at the Event.
 - g. The number of guests is limited to no more than 80 people. Set up should include the minimum possible number of chairs and adornments necessary. Guests may not pound stakes into the ground for any reason.
 - h. Guests will allow no fire or open flames, including grills or candles, at any non-beach site. Any fire or open flame at a beach site must comply with local beach fire rules and any posted signs.
 - i. In order to assure the quiet enjoyment of the site for all users and out of respect for the site's neighbors, Event sounds must be limited. All amplification of voice or music must be requested at least 30 days in advance, in writing, and must be approved in advance by MLT, in writing (email communication is sufficient to satisfy this requirement). When prior agreement and arrangements are made with MLT, amplification of voice or music may be allowed, but must last no longer than 30 minutes, and must be at a low enough sound level that the sound cannot be heard more than 30 feet from the origin of the amplification.
 - j. Attendees may not throw glitter, flower petals, rice, birdseed or any other materials at the site. Balloons, lanterns or similar items may not be released from the site.
7. Guest certifies that he/she has read this Agreement, fully understands its contents, understands that this is a release of liability, waiver of rights to sue, and assumption of all risks related to use of the Property, and knowingly and voluntarily signs this agreement of Guest's own free will.

Mendocino Land Trust

Dated: _____ Signed By: _____

Print Name: _____

Guest

Dated: _____ Signed By: _____

Print Name: _____