

# San Antonio River Improvements Project Large Scale Event Procedures for the River Walk: Museum Reach – Urban Segment, Eagleland and Mission Reach

## Section 1: Jurisdictional Boundaries

The San Antonio River Improvements Project (SARIP) is a \$384.1 million investment by Bexar County (County), City of San Antonio (City), U.S. Army Corps of Engineers (USACE), San Antonio River Authority (SARA) and San Antonio River Foundation (SARF) in flood control, amenities, ecosystem restoration and recreational improvements to the San Antonio River. The City of San Antonio has jurisdiction over some sections of the San Antonio River. The San Antonio River Authority has jurisdiction over other sections. An event coordinator planning a large scale event may have to satisfy the requirements for multiple entities to use the River Walk depending on their route.

**Determining the Jurisdiction:** From North to South the Jurisdictional boundaries are defined by the cross streets that intersect the River. The boundaries can be found in the chart below and viewed on the River Walk Map in multiple formats here: <https://www.sara-tx.org/river-recreation/san-antonio-river-walk-trail-map-brochure/>

### River Walk Jurisdictional Boundaries

River Walk Segment:	Northern Boundary	Southern Boundary	Jurisdiction
Museum Reach Park	Hildebrand Ave.	Josephine St.	City
Museum Reach Urban	Josephine St.	Lexington Ave	SARA
Downtown River Walk	Lexington Ave.	S. Alamo St.	City
Eagleland	S. Alamo St.	Eagleland Plaza	SARA
Mission Reach	Eagleland Plaza	S. of Loop 410	SARA

**\*This document only applies to SARA operated sections of the River**

**Eagleland:** For the purpose of this document, the Eagleland section is defined as beginning at South Alamo Street and going southward to Eagleland Plaza. These boundaries are determined by the City of San Antonio and may change.

**Mission Reach:** For the purpose of this document, the Mission Reach is defined as beginning at Eagleland Plaza and going southward to the end of the project near Mission Espada south of Loop 410. These boundaries are determined by the City of San Antonio and may change.

**Scope of these Rules.** This document focuses on large scale event use of the River Walk: Museum Reach – Urban Segment, Eagleland and Mission Reach trail system. SARA has the authority to regulate special events along the River Walk: Museum Reach – Urban Segment, Eagleland and Mission Reach trail system, in cooperation with the City and within the context of City Ordinances, by virtue of an Interlocal Agreement with the City regarding Operations and Maintenance of the project.

Given that the River Walk: Museum Reach – Urban Segment, Eagleland and Mission Reach trail system operated and maintained by SARA does not have sufficient public space available to hold the general gathering area and/or start and finish activities typically associated with large scale events (e.g. 5K running events, organized walks and bike rides), SARA has collaborated with the City, County and with private property owners to establish specific locations where parks or

private property located adjacent to the trail system can be reserved and utilized together for large scale events.

Therefore, this document was created by SARA in collaboration with the City, County, San Antonio Police Department, San Antonio Park Police, National Park Service and other stakeholders for the purpose of establishing public procedures for large scale events to be held along the River Walk: Museum Reach – Urban Segment, Eagleland and Mission Reach trail system. Additional direction was also provided by the San Antonio River Oversight Committee and its subcommittees.

## **Section 2: Definition of Large Scale Event**

**Section 2a:** For the purpose of this document, a “large scale” event is defined as an event with twenty-five (25) or more participants in which the participants are paying an entrance fee or making a contribution or payment in order to participate in the event. These types of large scale events (e.g. 5K races, fun runs, organized walks, paddling trips and bike rides) create a large concentration of users which presents a potential for additional operational and safety considerations to ensure compatibility of larger events within the limitations of the project and with other daily public uses of the project.

## **Section 3: Event Reservation Webpage**

SARA will operate and maintain an Event Reservation webpage on the agency’s website at [www.sara-tx.org](http://www.sara-tx.org). The event registration webpage housed on SARA’s website will be the official location for information related to event registration along the River Walk: Museum Reach – Urban Segment, Eagleland or Mission Reach trail system.

The Event Registration webpage will, at a minimum, contain instructions for submitting a reservation request, a calendar displaying available dates, descriptions of pre-determined route options and the reservation document containing all the terms and conditions. The Event Registration webpage will also contain contact information for an event organizer to seek assistance from SARA if necessary.

## **Section 4: Large Scale Event Reservation Process**

For the purpose of this document, individuals and/or organizations who are seeking to reserve a large scale event along the River Walk: Museum Reach – Urban Segment, Eagleland or Mission Reach trail system will be known as “event organizers.” Event organizers must abide by the following reservation process in order to make a reservation for a large scale event along the River Walk: Museum Reach – Urban Segment, Eagleland or Mission Reach trail system.

**Section 4a:** Step 1 – The event organizer shall visit the SARA website ([www.sara-tx.org](http://www.sara-tx.org)) and go to the Event Reservation page. The event organizer shall submit a reservation request online for an available date and staging area. The trail usage deposit fee must be made by credit card online when the reservation request is submitted. Event organizers who do not have access to the internet may come to SARA’s main office (100 E. Guenther, San Antonio, Texas 78204) to submit a reservation request and pay the trail usage deposit fee through a public computer provided by SARA.

The event organizer will be required to provide SARA (and possibly the City and County) additional information and pay additional fees for those reservation requests that include a date and/or route substitution.

*For online reservations: By clicking on the "Accept" box, event organizers acknowledge having read and understood the information in the reservation document and agree with all the terms and conditions listed. Further, event organizers agree to conduct the event, if approved, in compliance with the provisions of the reservation document and associated permit, when issued, and all the applicable codes, ordinances, and laws.*

**Section 4b:** Step 2 – SARA will confirm that a reservation request has been submitted by sending an email to the event organizer and to the appropriate City or County staff member or private property owner associated with the requested pre-determined route option. Event organizers who come into SARA's main office to submit a reservation request will be given a copy of the reservation request confirmation.

Upon confirmation of the reservation request, the event organizer must provide SARA proof that the use of the appropriate City, County or private property associated with the requested pre-determined route option has been confirmed, including the payment of appropriate fees to the City or County park or private property entity that is part of the pre-determined route. Additionally, the event organizer must provide SARA proof of insurance (see Section 13) and security (see Section 14). If the event organizer has made the reservation at the non-profit rate, satisfactory documentation of non-profit status must be provided at this time.

**Section 4c:** Step 3 – To complete the reservation request process, the event organizer will be required to meet with SARA staff to provide proof of City, County or private property confirmation, insurance, security, and non-profit status prior to 30 days before the event. At that meeting, the event organizer will sign an acceptance of these rules and requirements. If the event organizer fails to complete this step in the allotted time, the reservation request will be cancelled and the event organizer will lose the trail usage deposit fee.

Upon confirmation that the appropriate proof has been provided, the event organizer will be required to pay SARA the trail usage fee. The trail usage fee will be based upon the number of event attendees (see Section 11). The reservation request process will conclude with confirmation of the payment of the trail usage fee, and at that time, the event organizer will receive final confirmation accepting their event request.

SARA will confirm that a reservation request has been finalized and accepted by sending an email to the event organizer and to the appropriate City or County staff member or private property owner associated with the requested pre-determined route option.

## **Section 5: Use of Premises**

When a large scale event is confirmed and approved, SARA will issue a permit to the event organizer for the use of the River Walk: Museum Reach – Urban Segment, Eagleland or Mission Reach trail system only during the date requested and for the purposes listed in this document. This permission does not grant exclusive use to the event organizer of the River Walk: Museum Reach – Urban Segment, Eagleland or

Mission Reach trail system. Public users must be allowed clear access to the trail system at all times. Reservations under these policies only grant the permit holder the ability to hold their event along the trail system which would otherwise be prohibited.

**Section 5a:** Project property, including hardscaping and landscaping, along the River Walk: Museum Reach – Urban Segment, Eagleland or Mission Reach trail system cannot be damaged or altered, and all trash associated with the event must be picked up by event organizer immediately after the event. Failure to abide by event procedures could result in loss of deposit.

**Section 5b:** When an event is confirmed and approved, the associated permit given by SARA to the event organizer listed in the event request is not transferrable to any other event, event organizer, person or organization.

**Section 5c:** The associated event permit constitutes the entire agreement between the parties and no other agreement, oral or otherwise, shall deem to be existing or bind the parties. No amendment, modification, assignment or alteration of the terms of the permit will be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties.

**Section 5d:** SARA reserves the right to close either a portion or the entire River Walk: Museum Reach – Urban Segment, Eagleland and Mission Reach trail system at any time due to construction, maintenance, weather conditions, public safety or other related issues.

**Section 5e:** By accepting the associated event permit, the event organizer (i) represents to SARA that they are accepting the event route AS IS and WITH ALL FAULTS without any express or implied warranties; (ii) acknowledges that there are inherent risks in the activity in which the event participants will engage that Sara is not responsible for; and (iii) will include SARA as a releasee in any release agreement they obtain from each event participant.

## **Section 6: Number of Events**

**Section 6a:** For the Museum Reach – Urban Segment, SARA will approve only one large scale event per month for a maximum total of twelve (12) annual events held on a calendar year. The approved events must take place between 6:00 a.m. and 11:00 a.m. (including set-up and clean-up). Reservation requests will be accepted in the order they are received with a minimum notice of ninety (90) days and a maximum notice of 13 months. Reservation requests for use of the Museum Reach – Urban Segment must follow the procedures as outlined in this document.

**Section 6b:** Reservation requests for the Eagleland section, including proposed route selection, will be reviewed and approved by SARA and the City in the order they are received and on a case-by-case basis. Large scale events requested for use along the Eagleland section in which the route will also utilize the Mission Reach section will be available for reservation per Section 6c of this document.

**Section 6c:** For the Mission Reach, SARA will approve only two large scale events each month for a maximum total of twenty-four (24) annual events held on a calendar year. The approved events must take place between 6:00 a.m. and 11:00 a.m. (including set-up and clean-up). During winter months when sunrise is later than 6:00 a.m., large scale events will be allowed to begin event set-up at 6:00 a.m. before sunrise; however, the actual start time of the event must happen after sunrise to remain compliant with the Mission Reach hours of operation. Reservation requests will be accepted in the order they are received with a minimum notice of ninety (90) days and a maximum notice of 13 months. Reservation requests for use of the Mission Reach must follow the procedures as outlined in this document.

**Section 6d:** An additional \$700 fee will be added to any reservation for the Mission Reach or Museum Reach- Urban Segment that takes place on a Sunday.

### **Section 7: Number of Run/Walk Participants**

The maximum allowable number of large scale walking or running event participants is capped at 500 for the Museum Reach – Urban Segment and 1,000 for the Eagleland section and Mission Reach at any one time. Large scale walking or running events that exceed these participant level totals will be considered on a case by case basis depending on their ability to spread out the traffic to a feasible level.

**Section 7a:** During the approved event, participants are not permitted to impede the general public on the trails. Therefore, for large scale walking or running events with more than 100 participants, a wave start is required with a maximum of one hundred (100) walkers/runners per wave start “corral.” Wave starts are required for the safety of event participants and other public users. The wave start also decreases the chance of damage to the vegetation by event participants. Other methods to prevent excessive traffic at any one point on the trail may be used in substitution of a wave start if approved before the event.

### **Section 8: Number of Bicycle Ride Participants**

Recreational bicycle use is an acceptable activity along the River Walk north of Lexington Avenue and south of Nueva Street. However, due to narrow trails and other safety considerations, large scale bicycle events will be limited to only the Mission Reach. For additional safety considerations, these allowable large scale bicycle events along the Mission Reach must only be non-competitive, non-timed “fun” riding events. Competitive and/or timed bicycle rides or races are prohibited anywhere along the River Walk trail system, including the Mission Reach section of the River Walk.

**Section 8a:** The maximum allowable number of large scale bicycling event participants is capped at 250 at any one time for the Mission Reach. Large scale bicycling events that exceed this participant level will be considered on a case by case basis depending on their ability to spread out the traffic to a feasible level.

**Section 8b:** For all large scale bicycling events with more than twenty-five (25) participants, a wave start is required with a maximum of twenty-five (25) bicyclists per wave start “corral.” Wave starts are required for the safety of event participants and other public users. During the

approved event, participants are not permitted to impede the general public on the trails. The wave start also decreases the chance of damage to the vegetation by event participants. Other methods to prevent excessive traffic at any one point on the trail may be used in substitution of a wave start if approved before the event.

## **Section 9: Paddling Events**

Paddle recreation (i.e. canoe or kayak) is an acceptable activity at designated locations along the River Walk, including the King William, Eagleland and Mission Reach sections.

Large scale paddling events along the River Walk: King William section requires prior approved by the City. The City reserves the right to approve or deny requests and levy appropriate rates and fees for paddling events along the River Walk: King William section.

Large scale paddling events along the River Walk: Eagleland and Mission Reach sections requires prior approved by SARA. SARA reserves the right to approve or deny requests and levy appropriate rates and fees for paddling events along the River Walk: Eagleland and Mission Reach sections. Paddling event rates and fees for events approved by SARA may be similar to those identified in Section 11.

Reservation requests for large scale paddling events and associated fees along the River Walk: King William, Eagleland and Mission Reach sections will be considered by the City and SARA in the order they are received and on a case-by case-basis.

The event organizer shall inspect the paddling event route immediately prior to the start of the event and make its own determination about whether or not the paddling event route is safe for use by the event participants.

## **Section 10: Routes**

**Section 10a:** SARA will provide pre-determined routes as identified on the Event Registration webpage found on SARA's website are allowed for large scale events (i.e. walking, running or bicycling) on the River Walk: Museum Reach – Urban Segment and Mission Reach trail system. Reservation requests for the Eagleland section, including proposed route selection, will be reviewed and approved by SARA and the City on a case-by-case basis.

All pre-determined routes will start/finish at locations that have agreed to be part of an approved route. SARA will work with event organizers to determine approved areas for water stops and first aid/resting areas along the trail system. Route availability can vary depending on the size of the requested event and availability of the pre-determined start/end locations.

**Section 10b:** The locations associated with the pre-determined routes have a limited number of available parking spaces which the event participants will have access to use. It will be responsibility of the event organizer to identify any additional legal parking spaces required to sufficiently meet the needs of the event participants.

**Section 10c:** The intent of this pre-determined route system is for the start/finish locations on City and County parks property and private property to be made available to event organizers on the approved dates and times as identified in Section 6. However, the City, County and private property owners reserve the right to levy usage fees and approve or deny requests to use their property. Event organizer must abide by the rules and regulations of the City and County parks as well as any private facility that is included in a pre-determined route.

**Section 10d:** SARA reserves the right to approve, in cooperation with the City and/or County, a limited number of large scale event requests that only use a portion of the River Walk: Museum Reach – Urban Segment, Eagleland or Mission Reach trail system as part of a larger route for an event that is shared with street level closures. For example, a route substitution request could be made by an organizer of a half marathon or a bicycle event in which the route is mostly at street level and only uses the Mission Reach for a short distance. In this example regarding a half marathon or a bicycle event, the use of the Mission Reach does not follow one of the pre-determined routes, thus requiring the event organizer to submit a route substitution request. Such route substitution requests must be communicated to SARA at the time the reservation is made online. An additional fee will be added on top of the regular fees to these special requests (see Section 11). These route substitution requests will be handled in the order they are received and SARA, in cooperation with the City and/or County, reserves the right to approve or deny route substitute requests on a case-by case-basis.

**Section 10e:** The event organizer shall inspect the event route immediately prior to the start of the event and make its own determination about whether or not the event route is safe for use by the event participants.

**Section 11: Trail Use Rates and Deposit Fees**

The rates and fees described in this section relate to the use of the River Walk: Museum Reach – Urban Segment, Eagleland and Mission Reach trail system. These rates do not reflect City or County parks or private facility rates and fees that may be associated with the pre-determined routes, security/park police rates and fees that may be required, insurance costs, pavilion rental fees or any other license/permit fees. Information about additional fees related to the pre-determined routes will be available on the Event Registration webpage housed on SARA’s website so event organizers may have a better understanding of the potential total cost associated with the pre-determined routes.

**River Walk: Museum Reach – Urban Segment, Eagleland and Mission Reach**

**Trail Usage Rate and Trail Usage Deposit Fee**

Number of Event Attendees	Trail Usage Rate	Trail Usage Deposit Fee (refundable)
26-100	\$200	\$1,500
101 - 250	\$400	\$1,500
251 - 500	\$750	\$1,500
501 – 1,000	\$1,200	\$1,500
1,000+	Fees and Permission will be determined on a Case by Case Basis	\$1,500

**Section 11a:** For event dates that fall on a Sunday or other holidays where SARA operations and maintenance staff are not scheduled to work, a substitution fee of \$700 will be paid by the event organizer to SARA. The City or County park, private property owner, security or other associated entity reserves the right to charge a substitution fee as well.

**Section 11b:** For events that do not utilize a pre-determined route and combine the use of the trail system with street closures, a substitution fee of \$700 will be paid by the event organizer to SARA. The City or County park, private property owner, security or other associated entity reserves the right to charge a substitution fee as well.

**Section 11c:** SARA reserves the right to change the trail usage rate, trail usage deposit fee and substitution fee at any given time. SARA does not set the rates and fees for City or County parks, private property, security or other associated costs. The entities responsible for establishing those other rates and fees reserve the right to change those rates and fees at any given time.

## **Section 12: Cancellation Policy and Deposit Return**

**Section 12a:** Reservations cancelled by the event organizer 90 days or more prior to the scheduled event will receive a full refund of the trail usage deposit fee minus a \$100 administration fee; between 89-31 days prior to the scheduled event, half of trail usage deposit fee will be returned; 30 days or less prior to the scheduled event, there is no refund of the trail usage deposit fee. The event organizer must fill out a cancellation form online on SARA's website or in person at SARA's main office. Failure to abide by rules and regulations could result in loss of trail usage deposit. Allow for 3 to 4 weeks to return funds.

**Section 12b:** Reservations cancelled by the event organizer prior to the scheduled event will receive a full refund of the trail usage rate and substitution fee (if applicable). The event organizer must fill out a cancellation form online on SARA's website or in person at SARA's main office. Allow for 3 to 4 weeks to return funds.

**Section 12c:** Following the event, the trail usage deposit fee will be returned to the event organizer if the event organizer followed all the rules and regulations during the reservation request process and through the conclusion of the event and provided the event did not damage or alter the trail system and/or project property (including hardscaping and landscaping). Failure to abide by rules and regulations could result in loss of trail usage deposit. Please allow 3 to 4 weeks to return funds.

**Section 12d:** An event organizer will receive a full refund of the trail usage deposit, trail usage rate and substitution fee (if applicable) if the event is cancelled by SARA, through no fault of the event organizer, due to unexpected trail closures for operations and maintenance, weather conditions and/or safety purposes.

## **Section 13: Insurance Requirements**

Event insurance must be written by an insurance company approved by the State of Texas and issued in the standard form approved by the Texas Department of Insurance. All provisions of each policy must be acceptable to SARA and name SARA and its employees as an additional insured. An original Certificate of

Insurance must be submitted along with an Endorsement Page for any event on the River Walk: Museum Reach – Urban Segment, Eagleland and Mission Reach trail system. If proof of insurance is not received by SARA from the event organizer within 30 days of the event, the reservation may be cancelled and the event organizer may lose the trail usage deposit fee.

Commercial General Liability Insurance: Must be provided with combined single limits of liability for bodily injury and property damage of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate limits of liability.

#### **Section 14: Event Security**

**Section 14a:** Event organizers must follow the security requirements of River Walk trail system enforced by the City of San Antonio. For a list of the city ordinances, visit <http://library.municode.com/index.aspx?clientId=11508>.

**Section 14b:** Event organizers must follow the security requirements of City and County parks or private property should they use those facilities as part of an approved route for the event. Event organizer is responsible for hiring a certified law enforcement officer(s) for the protection of the City, County or private property facility as may be required by the City, County or private property owner.

**Section 14c:** Event organizer is responsible for hiring a certified law enforcement officer(s) and traffic control companies for the protection of the event participants as may be required by the use of an event route that crosses or utilizes a City street.

**Section 14d:** If proof of appropriate security is not received by SARA from the event organizer within 30 days of the event, the reservation may be cancelled and the event organizer may lose the trail usage deposit fee.

#### **Section 15: Signage and Route Mapping**

Thin, temporary signage (similar to 18" x 24" real estate or political yard signs with wire stands) or small flags may be placed into the ground immediately next to the trail system to mark the route. This thin, temporary signage may be placed along the route no more than 24 hours before the start of the event and must be removed by the event organizer immediately following the event. No directional signage is to be placed onto the trail system walkways (i.e. arrows made of any material are not allowed directly on the trail system). No permanent markers are allowed (i.e. spray paint, spray chalk, regular chalk, flour or similar material). Ideally, the event organizer will place people associated with the event at locations where there is a significant change of direction in order to properly inform event participants of the route.

#### **Section 16: Food and Alcohol on Premises**

**Section 16a:** The sale and consumption of food and alcohol must follow all applicable City ordinances, County regulations and State laws along the River Walk: Museum Reach – Urban Segment, Eagleland and Mission Reach trail system and on City and County park or private property.

For a list of the City ordinances, visit <http://library.municode.com/index.aspx?clientId=11508>

The consumption of alcohol is prohibited on the River Walk: Mission Reach, including pavilions. Glass containers are also prohibited on the River Walk: Mission Reach.

**Section 16b:** It is the responsibility of the event organizer to understand where boundaries are between the River Walk: Museum Reach – Urban Segment, Eagleland and Mission Reach trail system and City and County parks and private property facilities. Event organizers shall ensure that event participants comply with all applicable City Ordinances, County regulations and State Laws, which may vary depending upon the boundaries associated with the location of the event. For example, alcohol is permitted at Roosevelt Park, but it is not permitted along the River Walk: Mission Reach. Therefore, an event organizer using both Roosevelt Park and the River Walk: Mission Reach for an event (e.g. 5K walk/run) may provide alcohol at Roosevelt Park as part of the event (assuming all applicable City Ordinances, County regulations and State Laws), but the event organizer must keep event participants from taking alcohol they received at Roosevelt Park as part of the event on to the River Walk: Mission Reach where alcohol is prohibited.

#### **Section 17: Motorized Vehicles**

Only SARA vehicles and city or county emergency vehicles are allowed on the River Walk: Museum Reach – Urban Segment, Eagleland and Mission Reach trail system.

#### **Section 18: Amplified Sound**

The use of amplified sound along the River Walk: Museum Reach – Urban Segment, Eagleland and Mission Reach trail system is prohibited. The event organizer must abide by the City of San Antonio Ordinance (Part II, Chapter 21, Article III) regarding noise abatement.

#### **Section 19: Sale of Products and Services**

The sale or rental of products and services along the River Walk: Museum Reach – Urban Segment, Eagleland and Mission Reach trail system is prohibited. This includes pavilions and picnic areas.

No boat or barge may be operated or launched in the designated paddling areas of the San Antonio River Walk for commercial purposes without approval of SARA and the San Antonio City Council expressed in an ordinance expressly identifying the individual, corporation, partnership or other entity authorized to provide such services (City Ordinance No. 2011-06-02-0448, § 4, 6-2-11).

#### **Section 20: Indemnity**

THE EVENT ORGANIZER OR ORGANIZATION LISTED IN THE EVENT REQUEST COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS, SARA AND ITS BOARDS OF DIRECTORS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS OF ANY KIND OF NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH, AND PROPERTY DAMAGE, MADE UPON SARA

DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO THE EVENT AND THE ORGANIZER'S ACTIVITIES UNDER THIS DOCUMENT, INCLUDING ANY ACTS OR OMISSIONS FROM THE EVENT ORGANIZER, THE ORGANIZATION AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OF PERFORMANCE OF THE DUTIES UNDER THIS DOCUMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF SARA, ITS BOARD OF DIRECTORS OR EMPLOYEES, IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH OR PROPERTY DAMAGE. IN THE EVENT THE EVENT ORGANIZER/ORGANIZATION AND SARA ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARITIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO SARA UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. The event organizer shall advise SARA in writing within 24 hours of any claim or demand against SARA or organization known to the event organizer related to or arising out of the event organizer's activities under this document and shall see to the investigation and defense if such claim or demand at the event organizer's cost. SARA shall have the right, at its option and at its own expense, to participate in such defense without relieving the event organizer of any of its obligation under this paragraph.

## **Section 21: Exemptions**

**Section 21a:** The River Walk: Museum Reach – Park Segment and Downtown section, as defined in Sections 1a and 1b, are exempted from the provisions in this document. Event organizers who would like to schedule events along the River Walk: Museum Reach – Park Segment, the Downtown section, or the South Channel through the King William Neighborhood must contact the City Parks & Recreation Department for requests related to the Museum Reach – Park Segment and the City of San Antonio Center City and Downtown Operations Office for requests related to the Downtown River Walk and South Channel.

The City reserves the right to approve, in cooperation with SARA, large scale event requests related to the River Walk: Museum Reach – Park Segment, Downtown River Walk, and South Channel.

**Section 21b:** Large scale events specifically contracted by the City and/or County are exempted from the provisions in this document. As of October 2013, the Rock 'n' Roll Marathon Series in San Antonio is the only large scale event contracted by the City exempted under Section 21b. The City and/or County, in cooperation with SARA, reserves the right to add or remove contracted large scale events from the exemptions provided under Section 21b.

**Section 21c:** SARA reserves the right to exempt large scale events along the River Walk: Museum Reach – Urban Segment, Eagleland or Mission Reach trail system from the provisions of this document.

## **Section 22: Miscellaneous Provisions**

**Section 22a:** All other public use rules and regulations implemented along the River Walk by the City of San Antonio must be followed. For a list of the city ordinances, visit <http://library.municode.com/index.aspx?clientId=11508>

**Section 22b:** If event organizer is compliant with all terms and provisions of this document and all event related costs are paid, the event organizer will be able to schedule a future event, subject to availability. The above notwithstanding, if at any time SARA determines that the event organizer was not compliant with all terms and provisions of this document, or did not disclose all pertinent event information, future events may be disallowed at the discretion of SARA in consultation with the City of San Antonio and Bexar County.

**Section 22c:** Upon the approval of a requested event, event organizers may be asked to sign a liability waiver that grants SARA permission to use their name/photograph/image/audio recording/video recording/ and likeness in all forms and manner including but not limited to publication on Internet Web Sites, broadcasts and any other publications as released to or by SARA.

**Section 22d:** SARA is not responsible for delay, interruption, damage or termination of the event as a result of force majeure, which shall mean acts of God, fire or other calamity strikes, lockouts, material or labor restrictions by any governmental authority, civil, riot, floods, and any other cause not reasonably within the control of SARA which by the exercise of due diligence SARA is unable, wholly or in part, to prevent or overcome. In such event, the permit will terminate and the event will be cancelled. The event organizer waives any claim against SARA for damages by reason of such termination and cancellation except that any unearned portion of the payment due hereunder shall abate, or if previously paid, shall be refunded by SARA to the event organizer.

The termination of the associated permit shall not relieve the event organizer from the payment of any sum or sums that shall then be due and payable or become due and payable to SARA, or any claim for damages then or therefore accruing against the event organizer, and any such sums or claim for damages by any remedy provided for by law, or from recovering damages plus reasonable attorney's fees from event organizer for any default hereunder. All rights, options and remedies of SARA contained in this document and associated permit shall be cumulative of the other, and SARA shall have the right to pursue any one or all of such remedies or any other remedy or relief available at law or in equity, whether or not stated in this document or associated permit. No waiver by SARA of a breach of any of the covenants, conditions, or restrictions of this document or associated permit shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant condition, or restriction herein contained.