

CALIFORNIA COASTAL COMMISSION

South Coast Area Office
200 Oceangate, Suite 1000
Long Beach, CA 90802-4302
(562) 590-5071



W33

DATE: June 6, 2014

TO: Coastal Commissioners and Interested Parties

FROM: Commission Staff

SUBJECT: COMMISSION FIELD TRIP TO NEWPORT BANNING RANCH PROJECT SITE
(WEDNESDAY JUNE 11, 2014)
(For the Commission meeting of June 11-13, 2014 in Huntington Beach)

On Wednesday, June 11, 2014, a field trip to the Newport Banning Ranch project site will commence at the end of the Commission's regular agenda and no earlier than 2:00 pm at Huntington Beach City Hall. The buses will be located at the parking lot off Main Street in the rear of the building (walk up the stairs in the exterior courtyard outside the City Council chambers and toward Yorktown/Union Avenue). The public will be offered bus space on a first come, first serve basis (**sign-up instructions below**). Buses will transport staff, commissioners, and members of the public to the site, and to various stopping/viewpoints within the site. Due to the fact the site includes an active oil extraction operation, no persons are permitted onsite unescorted and no private vehicles are allowed onsite.

Sign up for available space will begin at 9:00 a.m. the day of the field trip at the Commission staff table at the entry to the Huntington Beach City Council chambers. You must be present to sign-up (i.e. one space per person). There will be no sign-ups or reservations in advance of the field trip date; however, in order that staff has an approximate idea of demand, please call or send an email to Amber Dobson at (562) 590-5071 (voicemail message ok) or Amber.Dobson@coastal.ca.gov, with your expression of interest (if you represent a group, please identify the group and number of spaces sought). **A call or email is not a prerequisite to attend the field trip; nor will it result in reservation of a space on a bus.** We will attempt to have enough bus space to meet demand. It would be helpful if organized groups can limit their number of representatives. No commentary will be made on the buses during transport to and from the site or between stops. For those unable to attend, an audio/video recording of the staff commentary at each planned stop will be available sometime following the June 11-13 hearing, as part of the record of the Commission hearing that can be accessed through the Commission's website.

ALL PARTICIPANTS MUST COMPLETE A RELEASE AND LIABILITY WAIVER FORM (ATTACHED AND WILL REMAIN AVAILABLE FOR DOWNLOAD ON THE COMMISSION'S WEBSITE OR AT THE COMMISSION MEETING) AND PRESENT IT BEFORE BOARDING THE BUS. THEREFORE, LATE ENTRY TO THE SITE CANNOT BE ACCOMMODATED.

Additional material, including the route map, will be provided at a later date in advance of the field trip. These will be made available in electronic format for download from the Commission's website, with a limited quantity of hard copies available the day of the field trip.

ASSUMPTION OF RISK, RELEASE, WAIVER, AND HOLD HARMLESS AGREEMENT

**THIS IS A LEGAL DOCUMENT AND IT INCLUDES A RELEASE OF LIABILITY AND
WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE
IDENTIFIED PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE
READ IT IN ITS ENTIRETY.**

THIS AGREEMENT is made and entered into this 11th day of June, 2014, by and between the undersigned (“Visitor”) and Newport Banning Ranch LLC (“NBR”) and is meant to also benefit the “Owner Parties” as identified below as third party beneficiaries.

A. Purpose: Visitor desires to enter onto property in which the Owner Parties have an ownership or tenancy interest. Visitor’s reason for entering the property is for an escorted site tour. Subject to and in accordance with this Agreement, Visitor will be allowed to enter the property for the above stated reason and for no other purpose.

B. Owner Parties: The following parties (hereinafter the “Owner Parties”) have an ownership or tenancy interest in the property: NBR LLC, Aera Energy LLC, Cherokee Newport, LLC, West Newport Oil Company HD LLC, Brooks Street, and Armstrong Petroleum.

NOW, THEREFORE, in consideration of the right of entry onto the property, the sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **ASSUMPTION OF RISK.** Visitor is granted permission to enter upon the property for the purpose herein stated. Visitor acknowledges that the Property is a producing oil field with active wells, tanks, pipelines, processing facilities, and service vehicles that may present hazards to the health and safety of visitors. Oil field fluids, residues and related products are known to exist at some locations on the property. Visitor may be walking on ungraded, unpaved and uneven surfaces. With consideration of the foregoing, Visitor accepts the condition of the property on an “as is” condition and assumes full responsibility and risks of bodily injury, death or property damage with regard to existing conditions on the property. Visitor agrees: a) to remain with the authorized escort, b) not to interfere in any way with Owner Parties’ operations, equipment, and facilities on the property, c) take precautions to be alert to and avoid any hazards or hazardous conditions; and d) that Visitor’s use of the property is at Visitor’s sole risk which risk Visitor fully assumes.

2. **RELEASE, WAIVER AND HOLD HARMLESS.** To the maximum extent permitted by law, Visitor, or if the Visitor is a minor, Visitor and the parent(s) or legal guardian(s) of such minor, on behalf of him or herself, his or her relatives, heirs, minor children, successors, assigns, guardians, and legal representatives hereby releases, waives, discharges, covenants not to sue, and agrees to hold harmless Owner Parties and their respective affiliates, joint venture partners, members, parent and subsidiary companies, lessees, licensees and each of their respective principles, employees, agents, directors and officers (collectively, the “Released Parties”), from and against any and all losses, expenses, liability, claims, demands and causes of action of every kind and character for personal injury, death, and damage to or loss of any property resulting from or in any way connected with Visitor’s entry upon and use of the property, even if caused by concurrent or contributory negligence (whether active or passive) by the Released Parties or any of them.

3. **MINOR CHILDREN.** If this agreement is signed by the parent(s) or legal guardian(s) of a minor child Visitor, such parent(s) or legal guardian(s) hereby represent(s) and warrant(s) that he, she, or they have the full legal authority to act on behalf of such minor child and that the Owner Parties may rely on this representation to release the Owner Parties from all liability, as detailed in this Agreement, associated with Visitor's entry upon or use of the property.

I have read this agreement and fully understand its contents. I am aware that this is a release and waiver of liability, and assumption of risk, and a binding agreement. I am signing it of my own free will.

Name (please print): _____

Organization/Company (if applicable): _____

Address: _____

Signature: _____

Phone (optional): _____

Email (optional): _____

IF MINOR

AUTHORIZED SIGNATURE OF PARENT(S) OR LEGAL GUARDIAN(S), OF MINOR CHILD VISITOR

SIGNATURE: _____ PRINT NAME HERE: _____

SIGNATURE: _____ PRINT NAME HERE: _____