

SPECIAL USE PERMIT



Bryce Canyon National Park
PO Box 640201
Bryce UT 84764
Permits Office: brca_sup@nps.gov



Permittee information
Permittee name: Deborah Bowling (Permittee)
Company/Organization: Planet Ultra dba USA Cycling Inc.
Street address: 250 N Red Cliffs Drive, 4B #394
City: St. George
State: UT
Country: USA
Zip code: 84790
Mobile phone number: 818-624-4544
Fax number:
Email address: embassy@planetultra.com

Park alpha code: BRCA

Permit # 2501-2426

Type of use:

- Special event
- Filming or still photography
- Demonstration, sale or distribution of printed matter, etc.
- Agricultural or grazing
- Other: _____

NEPA compliance:

- Categorically excluded
- EA/FONSI
- EIS
- PEPC # _____
- Other Only utilizes land covered by ROW

Authorizing legislation or other authority:

- 54 U.S.C. § 100101
- 54 U.S.C. § 100751(a)
- 54 U.S.C. § 103104
- 54 U.S.C. § 100905
- Other authority: _____
- Park-specific legislation: _____

The Permittee is authorized to use the following described lands or facilities in Bryce Canyon National Park:

Portion of Bryce Canyon National Park located along UT Highway 12

The Permittee may use those lands or facilities only for the following purpose:

Bicycle race originating in St. George Utah for a total of 520 miles throughout the state, with approximately 100 participants in small groups riding single file through the portion of the park located on Highway 12

This permit begins at 7:00 am on 08/23/2024 and expires at 7:00 am on 08/26/2024.

Application fee	Received _____	Not Required <u> X </u>	Amount \$ Waived by Sup't
Performance bond	Received _____	Not Required <u> X </u>	Amount \$ _____
Liability insurance	Received <u> X </u>	Not Required _____	Amount \$ _____
Cost recovery	Received _____	Not Required <u> X </u>	Amount \$ _____
Location fee	Received _____	Not Required <u> X </u>	Amount \$ _____
Other authorized fee	Received _____	Not Required <u> X </u>	Amount \$ _____

Issuance of the permit is subject to the below-listed general and park-specific terms and conditions. The undersigned hereby accepts this permit subject to those terms and conditions and agrees to be bound by them.

David Bading
Permittee signature

Director
Title:
Superintendent, Bryce Canyon NP

8/4/24
Date:
August 6, 2024

Authorizing NPS official

Title:

Date:


Authorizing NPS official (additional, if required)

Title:

Date:

General Terms and Conditions

1. The Permittee must perform the work or conduct the activities authorized by this permit in accordance with the permit's terms and conditions and in accordance with all applicable federal, state, or local law, including the regulations in 36 C.F.R. chapter I; the regulations in 43 C.F.R. part 5; and all applicable workplace-safety and public-health orders, rules, and requirements. If the Permittee fails to do so, then the Superintendent Bryce Canyon National Park may immediately suspend or revoke this permit without notice.
2. The Superintendent may immediately suspend or revoke this permit without notice if destruction of, loss of, or injury to any park property or resource has occurred, is occurring, or appears imminent. In accordance with the System Unit Resource Protection Act, 54 U.S.C. §§ 100721-100725, any person that destroys, causes the loss of, or injures any park system unit resource will be liable to the United States for response costs and damages resulting from the destruction, loss, or injury.
3. The Superintendent may revoke this permit at any time after providing 24 hours' written notice to the Permittee setting forth the reasons for the revocation.
4. If this permit is revoked for any reason or upon its expiration, the Permittee must repair all damage to park property or resources in accordance with the Superintendent's direction and must restore the Permitted Area to its original, pre-permit condition.
5. The Permittee must obtain all federal, state, or local permits, licenses, inspections, or other reviews or approvals legally required to perform the permitted work or conduct the permitted activities.
6. This permit does not grant the Permittee exclusive use of the Permitted Area. Unless the Superintendent restricts public access to or closes the Permitted Area in accordance with 36 C.F.R. § 1.5, the Permitted Area will remain open to the public to the same extent that it is open to the public during regular park visiting hours, and the permitted work or activities may not unduly interfere with the public's use and enjoyment of the Permitted Area.
7. This permit may not be transferred or assigned to another party without the Superintendent's prior written approval.
8. The Permittee waives all demands, claims, and causes of action against the United States and its officers, employees, agents, and representatives, and releases the United States and its officers, employees, agents, and representatives from all liability, arising out of or resulting from the permitted work or activities. The National Park Service issues this permit upon the express condition that the United States and its officers, employees, agents, and representatives will be free from all liability of any sort whatsoever arising out of or resulting from the permitted work or activities. Accordingly, the Permittee hereby agrees to indemnify, defend, and save and hold harmless the United States and its officers, employees, agents, and representatives from and against all liability of any sort whatsoever arising out of or resulting from the permitted work or activities.
9. If the Superintendent requires liability insurance as a condition of issuing this permit, then the Permittee must obtain general liability insurance against claims occasioned by the acts or omissions of the Permittee and its officers, employees, agents, representatives, and contractors while performing the work or conducting the activities authorized by this permit. The policy must be in the amount of \$N/A per occurrence and \$N/A aggregate; must be issued by a company licensed to do business and in good standing in Utah; and must name the United States of America as an additional insured. The Permittee must provide the Superintendent with a Certificate of Insurance with the proper endorsements before the permit's effective date.
10. If the Superintendent requires a bond as a condition of issuing this permit, then the Permittee must deposit with the Park, before the effective date of this permit, a bond in the amount of \$N/A from a bonding company licensed to do business and in good standing in Utah or in the form of cash or cash equivalent, to guarantee that all financial obligations to the Park will be satisfied.
11. As authorized by 54 U.S.C. § 103104 or 54 U.S.C. § 100905 and in accordance with other applicable law and policy, the National Park Service will recover all costs of providing necessary services associated with this permit, including the costs of administering the permit and monitoring the permitted work or activities. The National Park Service may bill the Permittee for either actual costs or estimated costs. Payment is due at the time of billing. If the National Park Service bills the Permittee for estimated costs, and actual costs exceed the estimated amounts,

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then the National Park Service will bill the Permittee for the excess. If the National Park Service bills the Permittee for estimated costs, and actual costs are less than the estimated amounts, then the National Park Service will refund the difference to the Permittee after the permitted work or activities have concluded and the permit has expired or been terminated. Under no circumstances will the National Park Service be liable for interest on any refunded amount.

12. The Permittee designates **Deborah Bowling, 818-624-4544** as the on-site person responsible for adherence to the permit's terms and conditions. The on-site person must have full authority to make all decisions about the permitted work or activities; must be reachable at all times; and is responsible for all persons or entities performing the permitted work or activities, including the Permittee's contractors and subcontractors.

13. Nothing in this permit binds the National Park Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or allocated by the National Park Service for the purpose of this permit, or to involve the National Park Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.

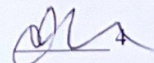
14. If any provision of this permit is found to be invalid or unenforceable, the remaining provisions of this permit will not be affected and may be enforced to the full extent authorized by applicable law.

15. Use of the National Park Service Arrowhead Symbol is governed by 36 C.F.R. part 11. The Arrowhead Symbol is the official emblem and a registered trademark of the National Park Service. The National Park Service must authorize any use of the Arrowhead Symbol, including incidental use. Using the Arrowhead Symbol for advertising, promotional, or other commercial purposes is prohibited. Unauthorized use of the Arrowhead Symbol may subject an individual to criminal penalties under 18 U.S.C. § 701.

16. Approval of the special use permit does not constitute and should not be construed as a Government endorsement of the permittee's views, activities, products, goods, services, or enterprise. The permittee shall not refer to special use permits awarded by the National Park Service for commercial purposes, in advertising, or in a manner which states or implies that, by issuing the special use permit, the views, activities, products, goods, services, or enterprises undertaken pursuant to this permit are approved of or endorsed by the Government.

17. Credit Lines recognizing the NPS issuance of this permit may be approved through additional terms and conditions.

18. Federal regulations prohibit any person from knowingly giving false information on an application for a permit and from knowingly giving a false report for the purpose of misleading a government employee or agent in the conduct of official duties. 36 C.F.R. §§ 2.32(a)(3) and 2.32(a)(4). Any violation of those regulations will result in this permit's immediate revocation.



Park-specific Terms and Conditions

19. No rest stops or side trips are permitted within the park.
20. Use of the Mossy Cave parking area, trail, or restrooms are prohibited.
21. Riders will proceed from the exchange, through the park, to the next exchange without stopping.
22. Teams will be dispersed and have their own support if emergencies arise.
23. Riders will obey posted speed limits and traffic laws.
24. Any incidental or unplanned use of park facilities or lands will be reported to the park by the permittee.

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