



**SPECIAL USE PERMIT**

**Cedar Breaks National Monument**  
**Zion\_commercialservices@nps.gov**  
**435-772-0210**



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

Park alpha code: CEBR

Permit #: IMR-1360-5300-A-SE001

**Type of use:**

- Special event – Bicycle Race
- 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 NPS PM 16-02

**Authorizing legislation or other authority:**

- 54 U.S.C. § 100101, 100905, 103104
- 54 U.S.C. § 100751(a)
- 31 U.S.C. § 9701
- 54 U.S.C. § 100905 (still photography)
- Other authority: 36 CFR § 2.50
- Park-specific legislation: See Park Specific Conditions

The Permittee is authorized to use the following described lands or facilities in Cedar Breaks National Monument:  
(Permitted Area) **Utah State Highway 143 through Cedar Breaks National Monument**

The area must be restored to its original condition at the end of the permit.

The permit begins at 12:01  am /  pm on Aug. 24, 2024

The permit expires at 11:59  am /  pm on Aug. 25, 2024

**SUMMARY OF PERMITTED ACTIVITY:**

Permittee may facilitate an organized ultra-cycling event bicycle race through Utah State Highway 143 of Cedar Breaks National Monument.

The permittee has indicated the need to use 1.3 miles of Utah State Highway passing through Cedar Breaks National Monument as part of a 500-mile organized ultra-cycling event bicycle race based out of St. George, UT. The permittee has indicated that the event would include a maximum of 75 racers. Entrance fees have been waived in this instance, provided all permit conditions are met. This event is pass-through only and does not include use of park resources (see NON-PERMITTED ACTIVITY below). Entrance fees will be assessed if park resources are utilized or if an impact is made on park resources.

This Special Use Permit issued by Cedar Breaks National Monument for this event is only valid in combination with Planet Ultra obtaining a Utah Department of Transportation (UDOT) Permit for the use of State HWY 143. Said UDOT permit submitted and on file with the Commercial Services Office located at Zion National Park.

**NON-PERMITTED ACTIVITY:** Travel on Park road is not permitted. The use of park facilities such as bathrooms, pullouts, maintenance of bicycles, stopping or getting out of vehicles within park boundaries is not permitted.

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|                     |  |  |                       |
|---------------------|--|--|-----------------------|
| Application fee     | Received <input checked="" type="checkbox"/> | Not Required <input type="checkbox"/>            | Amount \$ 150.00      |
| Performance bond    | Received <input type="checkbox"/>            | Not Required <input checked="" type="checkbox"/> | Amount \$ _____       |
| Liability insurance | Received <input checked="" type="checkbox"/> | Not Required <input type="checkbox"/>            | Amount \$ 1,000,000   |
| Cost recovery       | Received <input type="checkbox"/>            | Not Required <input checked="" type="checkbox"/> | Amount \$ _____       |
| Location fee        | Received <input type="checkbox"/>            | Not Required <input checked="" type="checkbox"/> | Amount \$ _____       |
| Park entrance fee:  | Received <input type="checkbox"/>            | Not Required <input checked="" type="checkbox"/> | Amount \$ <u>0.00</u> |

\* Because of short duration of participants within the Monument on SR-143 and NPS ability to restrict the activities of the participants to only "pass-through", single purpose permit conditions/requirements. Entrance fees have been waived for this event on Aug. 24-25, 2024, provided all permit conditions are met. This event is pass-through only and does not include use of park resources (see NON-PERMITTED ACTIVITY below). Entrance fees will be assessed if park resources are utilized or if an impact is made on park resources.

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.

Debra Bowling  
Permittee signature

Title: EVENT DIRECTOR

Date: 8/14/24

\_\_\_\_\_  
Authorizing NPS official

Title: Superintendent

Date:

\_\_\_\_\_  
Authorizing NPS official (additional)

Title: Concessions Management Specialist

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 of Zion National Park (Superintendent) 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.

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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 \$0.00 per occurrence and \$0.00 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 \$0.00 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, 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 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.

### *Additional Park specific conditions.* Cedar Breaks National Monument

19. Compliance with all terms and conditions of the permit and any additional instructions required by the NPS is mandatory. Activities will be spot checked by NPS personnel for compliance with the terms and conditions of the permit and to ensure that no resource damage is occurring.
20. The permit is only for the use of the specific area and time period designated. It does not grant permission for activities in other areas inside the monument. Facilities and grounds will not be open to the permittee until the time(s) approved on the application/permit form. The monument reserves the right to access the designated area.
21. The area(s) used by the permittee must be left in the same or better condition than prior to the beginning of the event.
22. The permittee is responsible for all cleanup of the area both during and after the event. The permittee is responsible for the removal of all trash, litter, debris, etc. from the area assigned for the permit. All trash and other materials will be removed from the monument immediately after the conclusion of the event. This may require a ground crew to walk the applicable section of road to ensure all trash is properly collected and removed. Any Planet Ultra staff walking within the park to remove trash must wear a reflective vest for safety purposes. Failure to clean up any refuse or debris created by the event will result in removal by the National Park Service and the permit holder will be responsible for clean-up costs

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of \$50 per hour, with a minimum of two hours. Failure to clean up any refuse may also negatively affect the permittee standing for future permit requests.

23. Special care must be taken by the permittee and all other participants in the permit to prevent damage to monument resources. The permittee will be charged for damages incurred as a result of, or incident to, the permit.
24. Planet Ultra will not be authorized to use Public address systems or sound amplification equipment in Cedar Breaks National Monument.
25. Hazards in the road such as potholes and cattle guards may be identified in advance with chalk markings on the roadway (using the least amount of chalk possible). Paint or other permanent substances are not authorized.
26. Feed zones are not permitted within the boundaries of Cedar Breaks National Monument.
27. No concessions or like commercial services related to support of Planet Ultra are permitted within the park's boundary including vendors, portable toilets, tents, etc.
28. Nothing shall be attached to any NPS facility, structure, rock or vegetation. Planet Ultra shall not cover or remove signs, fences, posts, etc. No placement of banners or other advertising is permitted. Ground disturbing activities, such as digging, scraping, and removal of natural or cultural features is prohibited.
29. All participants shall communicate with monument visitors and monument staff in a courteous, knowledgeable and professional manner.
30. Harassment of wildlife (regardless of size) is strictly prohibited. There will be no manipulation, movement or hazing. Wildlife will always have the right-of-way. Permittee/associates will wait until animals have naturally moved off trails or roads.
31. Safety will be practiced at all times. No climbing, off-road or off-trail activities will be allowed. Seatbelts will be worn by all permit crew and participants when motor vehicles so equipped are in motion. ALL VEHICLES associated with this event shall follow posted speed limits at ALL times.
32. Use of drones or any other remote controlled Unmanned Aerial System (UAS) is prohibited.
33. All law enforcement incidents, accidents, injuries, and visitor confrontations shall be reported IMMEDIATELY to the National Park Service on-site representative, Kathleen Gonder, Superintendent at 435-986-7115 or Zion National Park Dispatch at 435-772-3322.
34. Medical support for race participants and support staff will be provided by Planet Ultra.
35. The National Park Service contacts for the duration of the permitted activities will be identified before the start of the event. Only these contacts or the Superintendent may approve permit changes.
36. Last minute changes will not be accommodated unless the changes are contingent upon safety issues or other emergency conditions, and approved by the Superintendent or National Park Service on-site representative.
37. Designated park staff will monitor all permitted activities within the park boundaries. The National Park Service on-site representative(s) possesses authority to make all decisions to assure compliance with the permit, applicable regulations, and National Park Service permit policies. The permittee must comply with any special instructions provided by the National Park Service on-site representative(s) or any requests for additional information.
38. No employee of the National Park Service may work for the permittee in any capacity whatsoever while in uniform or if directly involved in supervision of the permittee.
39. National Park Service employees may not perform, or appear to perform, official duties for the purposes of the permitted activity unless such performance has been approved by the National Park Service.
40. No personal gratuity of any nature whatsoever shall be offered to any National Park Service employee in connection with the exercise of the authorized activity.
41. The permittee is NOT authorized to use the National Park Service Arrowhead or any National Park Service or Department of the Interior trademarks.
42. Permittee shall notify all its crew members and participants of permit stipulations and shall be responsible for their compliance.
43. Permittee and crew shall communicate and interact with other visitors in a courteous, knowledgeable, and professional manner.

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