

Idaho Transportation Department



Policy and Procedures

Special Events on the State Highway System

February 23, 2005

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Idaho Transportation Department

Division of Highways

3311 W. State St., Boise, Idaho

Mailing Address: P. O. Box 7129, Boise, Idaho 83707-1129

District Offices

District 1

District Engineer
600 West Prairie
Coeur d'Alene, ID 83815-8764

District 2

District Engineer
P. O. Box 837
Lewiston, ID 83501-0837

District 3

District Engineer
P. O. Box 8028
Boise, ID 83707-2028

District 4

District Engineer
216 South Date St.
Shoshone, ID 83352-5448

District 5

District Engineer
P. O. Box 4700
Pocatello, ID 83205-4700

District 6

District Engineer
P. O. Box 97
Rigby, ID 83442-0097



SPECIAL EVENTS ON STATE HIGHWAYS

Special Events Definition

A special event is an activity conducted on, or adjacent to, the State Highway System where:

- The participants intend to proceed or conduct themselves on the highway without complying with the direction of traffic control devices or the rules of the road, as set out in Idaho Code; or
- Special traffic control may be required, such as flaggers, escort vehicles, special signing, or peace officer supervision and control for the safe movement of highway traffic; or
- The closing of a portion of the travelway to the general public may be required; or
- The potential exists to interfere with the normal movement of traffic on the highway or create a hazard within the right of way to the participants, traveling public, or the public in general; or
- An activity occurs outside the travelway, but occurs within the highway right of way, and involves the use of highway facilities for non-transportation related purposes, and has the potential to slow, disrupt, or interfere with the normal flow of traffic on the highway.

Special Events Require Written Agreement

The use of the State Highway right of way for a special event may only be authorized by the Idaho Transportation Department through the execution of a Special Event Agreement between the department and the event sponsor. Written approval of the Federal Highway Administration shall be required for all events proposed in areas where full control of access exists.

Prohibited or Restricted Events on the State Highway System

The following events are either prohibited or restricted by Idaho Code.

- Motor-powered racing. See Idaho Code, Section 49-1424, *Racing On Public Highways*.
- Snowmobile tours or races. See Idaho Code, Section 49-669, *Snowmobile Operation Limited*.
- Commercial activities. See Idaho Code, Section 49-660, *Stopping, Standing, Or Parking In Specified Places* and Section 49-709, *Pedestrians Soliciting Rides Or Business*.
- Stopping, standing, parking. See Idaho Code, Section 49-660, *Stopping, Standing, Or Parking In Specified Places*.

Special Events General Requirements

- Event Sponsors should hold events on low volume roads and off State highways whenever possible.
- Tour groups that inhibit traffic flow on narrow roadways and cause increased passing shall use wider routes when available.
- Slow-moving caravans shall have a slow moving vehicle emblem on the trailing vehicle and a sign to warn of other vehicles ahead. "Caravan Ahead" or some other legend shall be used.
- The trailing bike of a bike tour shall have an orange, pole mounted bike safety flag or a highly visible vest on the rider and the tour group shall not operate under conditions of poor visibility.

The following sections of Idaho Code shall be observed:

Idaho Code, Section 49-717, Position On Highway (Bicycles).

Idaho Code, Section 49-722, Bicycle Racing.

Idaho Code, Section 40-1207, Traffic Regulations—Posting of Notices—Penalty, Crossing of bridges with horses, mules or cattle.

Application for Agreement

Any individual, group, organization, or governmental entity planning to hold an event within the right of way of the State Highway System must apply for, and obtain, an approved Special Event Agreement from the Idaho Transportation Department. No Special Event shall commence within the right of way of the State Highway System prior to all parties having signed and executed the Special Event Agreement.

Special Event Agreement Fees

Application fees are based on the department's cost to produce the agreement and administer the program. The intent is to recover actual department expenses. All cities, counties, school districts and other governmental agencies will be exempted from the Special Event Agreement fees.

Special Event fees that are assessed by the Idaho Transportation Department do not include fees that may be imposed by other agencies to supervise the safety and traffic control of the special event. The Sponsor shall be responsible for obtaining all approvals, applicable permits, or insurance as required.

Appeal Process

Any individual, group, organization, or governmental entity that has been denied a Special Event Agreement may, within thirty (30) days of denial, appeal the decision in writing. The letter of appeal should be submitted to the District at the following address:

District Engineer
Idaho Transportation Department
(See appropriate District office address.)

If the appeal is upheld at the District level, the applicant has the right to a final appeal to the Chief Engineer. The letter of appeal should be submitted to:

Chief Engineer
Idaho Transportation Department
PO Box 7129
Boise ID 83707-1129

Non-Agreement Events on Highways

An agreement is not required by the Idaho Transportation Department for funeral processions that may cause a traffic delay of 15 minutes or less. Flaggers, law enforcement officers, or escort officers shall be required to control all funeral processions that do not obey stop signs or traffic signals.

Events that are Parallel or Adjacent to the Highway

Events that are conducted on waters or lands adjacent to the highway cannot be staged from the highway right of way. Vendors at such events are not allowed to use widened areas such as turnouts, overlooks, rest areas, etc., unless an approved Special Event Agreement has been obtained from the department. Congestion and safety of the highway traffic and the parking of participants, vendors, and spectators must be adequately addressed prior to approval of the Special Event Agreement.

Signed
DWIGHT M. BOWER
Director

Date March 31, 2000

This policy based on:

- Sections 40-310, and -1207, 49-201, 202, 208, 660, 669, 709, 717, 722 and 1424, Idaho Code
- Decision by the Director

Department-wide supervision and coordination assigned to:

- Assistant Chief Engineer (Operations)

Direction for activity and results assigned to:

- Traffic Section, District Engineer, Deputy Attorney General, and the Bureau of Risk Management

Department procedures contained in:

- Application for Special Events Agreement packet
- Traffic manual
- Manual on Uniform Traffic Control Devices

Former dates of A-12-02:

(formerly Director's Memorandum No. 21, dated 8/6/86), and 5/4/95

Cross-reference to related Administrative Policies:

- A-01-09, AUTHORITY TO SIGN CONTRACTS, AGREEMENTS, OR GRANTS
AND THEIR REGISTRATION
- A-05-34, CLOSURES OR RESTRICTED USE OF STATE HIGHWAYS
- A-09-08, BICYCLE/PEDESTRIAN FACILITIES
- A-20-01, RELEASE OF DEPARTMENT INFORMATION TO THE MEDIA



PROCEDURES FOR SPECIAL EVENTS ON STATE HIGHWAYS

APPLICATION FOR AGREEMENT

All individuals, groups, organizations or governmental entities that are planning to hold an event within the right-of-way of the State Highway System, must apply for and obtain an approved special events agreement from the Idaho Transportation Department. All events must be approved by the Idaho Transportation Department prior to being held on the State Highway System.

Any event organizer or sponsor or participant in an event that is held without the Idaho Transportation Department's expressed written approval will be subject to sanctions by law enforcement personnel for violation of Idaho Code 49-202 (23).

Applications shall be made through the Traffic Engineer in the appropriate District office of the Idaho Transportation Department. Any event that will be held in more than one Idaho Transportation Department district shall make application for a special event agreement through the State Traffic Engineer at the Headquarters' Traffic office in Boise, Idaho.

Prior to submitting a formal application, applicants should obtain in advance maps, plans and documents of the proposed site for the special event to illustrate the site, and indicate the size and type of adjacent public highways, and impact of the special event on the traveling public within the public right-of-way. Applicants should also obtain in advance from the District Traffic office the anticipated traffic volumes and associated types of vehicles that use the route(s) that will be affected by the special event.

Interested parties may request a preliminary application conference with appropriate District personnel. Such a conference can be used to review the applicant's preliminary plans and to allow an opportunity to provide comments and recommendations. Comments and recommendations from the preliminary conference shall not be considered final approval.

Applicants should be advised of Department procedures for special events and be made fully aware of the length, cost, and complexity of this process. This includes, but is not limited to, requirements and costs associated with the application for agreement, liability insurance and traffic control.

When issued the special event agreement will be for a specific event by date and time as listed in the agreement and insurance documents. The agreement to use public right-of-way shall be considered void if the special event takes place at a time or place other than what is listed in the special event agreement or insurance documents. A new special event agreement will be required for any special event that does not take place as scheduled. Special event agreements will be not be allowed for multiple events unless the specific times and dates of the special events can be listed in the agreement and insurance documents. **All special event agreements will be for the current calendar year only; a new agreement will be required for each successive calendar year.**

SPECIAL EVENT FEES

Special Event Agreements to use State rights-of-way shall not be processed until all applicable fees are received. Fees for special event agreements are not refundable.

The fees for special events shall be as follows:

Special Event Agreements: \$50.00 (per agreement)

Application fees are based on the Department's cost to produce the agreement and administer the program. The intent is to recover actual Department expenses. All cities, counties, school districts and other governmental agencies will be exempted from the special event agreement fees.

Miscellaneous Costs:

In addition to the special event agreement fee, the Department may require the actual cost, or an amount set by the Department, to be paid by the applicant for the following:

- **Inspection fees** when complexity of the event and traffic control setup require inspection for safety. Inspection fees will include travel time, in excess of one (1) hour. The following provision should also be added to the special event agreement:

Inspection special provisions: "The Idaho Transportation Department shall be reimbursed for inspection time, including a loaded payroll rate and vehicle rental cost, subsistence and other expenses incurred". If additional inspections are required, the sponsor will be billed a flat fee as determined by the District at the time the special event agreement is issued.

- **A performance bond** may be required to guarantee damage repair to any structure within the public right-of-way. The bond amount should be large enough to cover costs to correct potential damage that might be caused by the applicant. The District shall ensure that the bond is executed by a surety company authorized to conduct business in Idaho and incorporated into the agreement file before the applicant is issued the special event agreement. When a performance bond is required; an inspection by both the applicant and an Idaho Transportation Department representative shall be required to document the condition of the structure before and after the event takes place.

Special Event fees assessed by the Idaho Transportation Department do not include miscellaneous fees that may be imposed by local highway jurisdictions, governmental agencies or law enforcement agencies to supervise the safety and traffic control of the special event. The Sponsor shall be responsible for obtaining approval, any applicable permits or insurance that may be required by all local highway jurisdictions, governmental agencies or law enforcement agencies.

APPEAL PROCESS

District:

When the District initially denies an application for a special event, the applicant should be notified of the denial in writing within **7 working days**. The applicant may appeal this denial in writing to the District within **thirty (30) days** of notification.

The District will have **7 working days** to review the appeal. If the District does not overturn their original denial, the appeal along with all related documentation and a letter of explanation for the denial shall be immediately forwarded to the State Traffic Engineer.

The State Traffic Engineer will have **7 working days** to review the complete appeal package and prepare it for the Chief Engineer's review and signature. If the State Traffic Engineer determines that insufficient documentation was submitted with the appeal, a letter shall be drafted within **7 working days** informing the District that the appeal will be placed on hold until additional documentation is supplied. When all documentation is available, the appeal process will continue.

Following a review of the appeal by the Chief Engineer, the applicant will be notified as follows:

- If the Chief Engineer overturns the denial, the State Traffic Engineer will notify the applicant **within 7 working days** by certified mail of the Chief Engineer's decision to approve the Special Event application. The original application, all accompanying documentation and a copy of the certified letter will be returned to the District or delegated highway agency to finalize the permitting process.
- If the Chief Engineer upholds the denial, the State Traffic Engineer will notify the applicant **within 7 working days** by certified mail of the Chief Engineer's decision to deny the Special Event application. A copy of the denial letter and the original application along with all accompanying documentation will be returned to the District for their files.

Headquarters' Traffic:

When the Headquarters' Traffic initially denies an application, the applicant should be notified of the denial in writing within **7 working days**. The applicant may appeal this denial in writing to State Traffic Engineer within **thirty (30) days** of notification.

The State Traffic Engineer will have **7 working days** to review the appeal. If the State Traffic Engineer does not overturn the original denial, the appeal along with all related documentation and a letter of explanation for the denial shall be immediately forwarded to the Chief Engineer.

The Chief Engineer will have **14 working days** to review the appeal. Following a review of the appeal by the Chief Engineer, the applicant will be notified as follows:

- If the Chief Engineer overturns the denial, the original application, all accompanying documentation, will be returned to the State Traffic Engineer to finalize the permitting process. The State Traffic Engineer will notify the applicant **within 7 working days** by certified mail of the Chief Engineer's decision to approve the Special Event application.
- If the Chief Engineer upholds the denial, the State Traffic Engineer will notify the applicant **within 7 working days** by certified mail of the Chief Engineer's decision to deny the Special Event application. The original permit, a copy of the denial letter and all accompanying documentation will be retained by Headquarters' Traffic for their files.

INSURANCE

A certificate of liability insurance from the event Sponsor must be delivered to the Department at least twenty (20) working days in advance of the event date to allow time to review the certificate for any deficiencies or changes. The liability insurance shall include comprehensive general liability and, when deemed necessary, comprehensive automobile liability. The certificate of insurance shall specifically refer to the name, date and type of event as specified in the agreement.

The following are specific items that **MUST** be on the certificate of insurance:

The State of Idaho must be named as an additional insured. The preferred wording would be "... coverage under this policy provides for the additional insured for all causes of action arising out of the event scheduled for _____(date)."

A severability of interest clause using wording such as, "*The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.*"

In addition to the State of Idaho being named additional insured, the certificate must also state that the Sponsor's insurance is primary and covers all event activities. Suggested wording would be "*This policy is intended to be primary to, and not contributory with, any other insurance maintained by or on behalf of the State of Idaho or the Idaho Transportation Department, unless the claim or loss arises out of the sole negligence of the State of Idaho or Idaho Transportation Department.*"

A thirty-day, written, cancellation notification shall be required. If the wording is similar to "... will endeavor to inform ...", it shall be changed to read, "*the issuing company shall give written notice by mail 30 days prior to cancellation.*"

The size and scope of the event shall determine the insurance limits the Department requires. A locally sponsored event with entrants mostly from that area does not dictate the same limits required of a nationally or commercially sponsored event attracting participants from out of state. Minimum coverage of not less than \$1,000,000 combined single limit is required for all events. For a major event, the District shall contact the Headquarters' Traffic section or the Bureau of Risk Management for further assistance.

RELEASE FROM LIABILITY

The event Sponsor(s) must have all participants sign a general release from liability. If the Sponsor does not wish to use an individual general release, a hold-harmless clause must be attached to the agreement. Suggested wording for a hold-harmless agreement is, "*The Sponsor shall indemnify, save harmless, and defend, regardless of the outcome, the State of Idaho, and the Idaho Transportation Department against all suits, claims or losses including costs, expenses and attorney fees incurred as a result of any act or omission, neglect or misconduct of the Sponsor or the participants during the event that is the subject of this agreement.*"

Exemptions -- Insurance Requirements

If the all parties to this agreement are agencies of the State of Idaho insured through the Department of Administration, Office of Insurance Management (Risk Management), the sponsoring state agency shall be exempt from the insurance and indemnity requirements of Section I. The exemption shall cease immediately in the event the sponsoring state agency ceases to be insured through the State of Idaho, Department of Administration, Office of Insurance Management.

TRAFFIC CONTROL

The Sponsor must submit a traffic control plan for approval at least twenty (20) working days in advance of the event date(s). When law enforcement officers or escort officers are included in the traffic control plan, the officers shall be briefed by the Sponsor on the event operation and an alternate traffic control plan should be developed and submitted to the Department for those times when the officers are not able to assist or are called away by an emergency.

Special protection is needed at sites where the existing traffic control devices are placed out of service during the event. The Sponsor shall obtain flaggers that are certified or trained by the American Traffic Safety Services Association (ATSSA) or have been certified by an individual or organization recognized by the Idaho Transportation Department (ITD). All flaggers should be trained for a minimum of four (4) hours in the proper flagging procedures. Signing, flagging, and all other traffic control devices (barricades, cones, drums, flagger paddles, safety vests, etc.) where required, shall be installed, operated and maintained in conformance with the **Manual on Uniform Traffic Control Devices (Latest Edition)**, and shall be the responsibility of the Sponsor.

When directed by the Department Engineer, signing and traffic control for high volume, high-speed event shall be done by or under the supervision of law enforcement officers certified in or recognized by the State of Idaho.

Events that delay traffic longer than 15 minutes are required to develop a detour route. The Traffic Control Plan should indicate positive traffic control at the beginning of the detour, a safe two-way traffic route designed to accommodate commercial truck traffic, and clearly defined turns. Prior to issuance of an agreement, the Traffic Control Plan should be approved by the Idaho Transportation Department and applicable local officials (See local official approval signature line on the Agreement).



AGREEMENT FOR A SPECIAL EVENT ON STATE HIGHWAYS

THIS AGREEMENT, made and entered into this _____ day of _____, _____ (year), by and between the Idaho Transportation Department, hereafter called the "Department," and _____, whose address is: _____

and phone number is: _____, hereafter called the "Sponsor," and as used herein denotes singular or plural thereof.

WHEREAS, the Sponsor proposes to conduct a _____ event called the _____ (parade, bike race, etc.), Located in _____, _____ (Name of event) (County and/or City)

on _____ from Milepost _____ to Milepost _____ (Highway name or designation)

on the following date(s) _____, and

WHEREAS, authority for this Agreement is established by Section 40-310, Idaho Code, and the parties do hereby mutually agree as follows:

SECTION I: THE SPONSOR SHALL:

Prior to completion of this agreement:

Obtain approval from pertinent Law Enforcement Agencies for the specific event and forward the letters of approval to the Department.

Contact the appropriate District or Headquarters' Traffic section for further assistance in determining the minimum insurance coverage required for all events.

Evidence Of Insurance.

All insurers shall have a Best's rating of AV or better and be licensed and admitted in Idaho. Prior to use of state highways, Sponsor shall furnish the State of Idaho with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All policies required shall be written as primary policies and not as contributing or excess coverage to any coverage the State of Idaho may choose to maintain. The policies shall cover any claims that may arise out of, or result from the Sponsor's operations under the Agreement, whether such operation be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone including event participants, for whose acts any of them may be liable.

- All certificates shall provide for (30) day's written notice to the State of Idaho prior to cancellation or material change of any insurance referred to therein.

- All policies, except Workers compensation, shall name the State of Idaho, Idaho Department of Transportation as additional insured.
- All policies shall contain waiver of subrogation against the State of Idaho.
- Failure of the State of Idaho to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the State of Idaho to identify a deficiency from evidence that is provided shall not be construed as a waiver of Sponsor's obligation to maintain such insurance.
- Failure to maintain the required insurance may result in termination of this contract at the State of Idaho's option.

Independent Contractor Status

The service or services to be rendered under this contract are those of an independent contractor. (Insert Organization name; i.e. XYZ, Inc.,DBA XYZ Sports) as sponsor is not an officer, employee or agent of the State as those terms are used in the Idaho Statutes 6-902, et al.

Indemnification

(Insert Organization name: i.e. XYZ, Inc.,DBA XYZ Sports) shall indemnify, defend and hold harmless the State of Idaho and the Idaho Transportation Department, and its officers, employees and agents from and against any liability, claims, damages, losses, expenses or actions, including reasonable attorney's fees, costs caused by or arising out of or relating to the activities of (insert Organization name, i.e. XYZ Sports) or its officers, employees, subcontractors, or agents under the (insert name of agreement; i.e. XYZ Classic Bike Race) Agreement, or arising from (insert name of organization; i.e. XYZ Sports), it's officers, employees, subcontractors, or agents failure to comply with any applicable state, federal, local, law, statute, rule, regulation or act. This duty to indemnify, defend and hold harmless shall encompass any claims which include or allege negligence of (insert name of organization; i.e. XYZ Sports), its agents, officers, volunteers or employees other than claims which arise solely out of the negligence on the part of the State of Idaho, and this duty shall survive the termination or expiration of this Agreement.

Required Insurance Coverage

(Insert organization name; i.e. XYZ Sports) shall obtain and keep in force during the term of this contract, insurance of the types and in the amounts described below.

- **Commercial General and Umbrella Liability Insurance.** (Insert organization name; i.e. XYZ Sports) shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement and shall not be less than \$1,000,000.
- **Automobile Liability Insurance, if applicable,** covering owned or non-owned vehicles. Combined single limit per occurrence shall not be less than \$1,000,000.
- **Workers' Compensation.** Where required by law, sponsor shall maintain all statutorily required coverage including Employer's Liability at minimum limits of \$100,000/\$500,000/\$100,000.

No Representation of Coverage Adequacy.

By requiring insurance herein, the State of Idaho does not represent that coverage and limits will

necessarily be adequate to protect Sponsor, and such coverage and limits shall not be deemed as a limitation on sponsor's liability under the indemnities granted to the State of Idaho in this contract.

Release the State from Liability

The Sponsor will have all participants sign a general "release from liability" form. If the Sponsor does not wish to use an individual general release form, a hold-harmless clause must be attached to this agreement.

All participants, support personnel and media personnel must conform to the rules set forth in Administrative Policy A-12-02, "Special Events on State Highways."

Exemptions -- Insurance Requirements

If the all parties to this agreement are agencies of the State of Idaho insured through the Department of Administration, Office of Insurance Management (Risk Management), the sponsoring state agency shall be exempt from the insurance and indemnity requirements of Section I. The exemption shall cease immediately in the event the sponsoring state agency ceases to be insured through the State of Idaho, Department of Administration, Office of Insurance Management.

File a Traffic Control Plan

The Sponsor must submit a traffic control plan to the Department for approval at least twenty (20) working days in advance of the event date(s). Events that delay traffic longer than 15 minutes are required to develop a detour route. The Traffic Control Plan should indicate positive traffic control at the beginning of the detour, a safe two-way traffic route designed to accommodate commercial truck

traffic, and clearly defined turns in the detour. Signing, flagging, and all traffic control devices where required, shall be installed, operated and maintained in conformance with the latest edition of the Manual on Uniform Traffic Control Devices.

Traffic control devices (signs, barricades, cones, tubular markers, drums, flagger paddles, etc.) shall be the responsibility of the Sponsor. When directed by the District Engineer, signing and traffic control for high volume, high-speed event sites shall be done by or under the supervision of law enforcement officers that are certified in or recognized by the State of Idaho. If requested by the Department, the Sponsor will meet with cities, law enforcement agencies and the Idaho Transportation Department at _____ on _____ (at least a week prior to the event) for a traffic control briefing.

Appoint a "Liaison" Officer

Herein named _____
name

_____ address _____ phone

The Liaison Officer shall report regularly to the District or the Headquarters' Traffic Section, as appropriate, and shall be readily available to ensure clear communication and appropriate coordination between the Department and the event Sponsor.

During the course of any special event no set of guidelines can anticipate all situations that may arise. If it becomes necessary to adapt the Department's requirements to specific problem areas, the Sponsor shall attempt

to notify the Department immediately and make any necessary modifications within the guidelines of the Special Events policy and the Manual on Uniform Traffic Control Devices.

SECTION II: THE DEPARTMENT SHALL:

Prior to completion of this agreement:

Approve the Traffic Control Plan or notify the Sponsor of any traffic control plan deficiencies as soon as possible.

Approve the Insurance policy requirements or notify the Sponsor of any deficiencies as soon as possible.

If an event is not approved, the Sponsor shall be notified, as soon as possible, so alternate plans can be made.

If there is reason to believe an illegal (non-approved) event will be held, law enforcement agencies with jurisdiction in the area of the special event shall be advised in writing by the Department to document notification.

Grant Written Permission.

Herein signified by completion of this agreement, after the Department is satisfied that all interested parties are best served.

The District Engineer shall approve intra-district events and the Assistant Chief Engineer (Operations) shall approve inter-district events. The Overlegal Permits Section will be notified by the issuing Department of approved events to determine if event vehicles need a Special Permit. Pertinent law enforcement agencies should also be notified of all approved events.

In agreement of the afore-mentioned requirements, we, the Sponsor, shall comply.

Sponsor:

Representing:

(Sponsor/Authorized Representative)

_____ Date: _____

(Phone Number)

Notary for Sponsor:

(Notary Name)

(Address)

(Phone Number)

Date: _____
(Commission Expires)

Date: _____
(Agreement Signed)

Subject to all terms, conditions, and provisions of this agreement or attachments, permission is hereby granted.

IDAHO TRANSPORTATION DEPARTMENT

By: _____ Date: _____
(District Engineer)

By: _____ Date: _____
(Highway Operations and Safety Engineer, if applicable)

By: _____
(Local official, if applicable) (Title)

Date: _____

Notary for Department:

(Notary Name) (Address) (Phone Number)

Date: _____
(Commission Expires)

Date: _____
(Agreement Signed)



HOLD HARMLESS RELEASE

_____ proposing to conduct an event called
(Sponsor)

_____ on State Highways, do hereby indemnify, save harmless, and defend, regardless of the outcome, the State of Idaho, and the Idaho Transportation Department against all suits, claims or losses including costs, expenses and attorney fees incurred as a result of any act or omission, neglect or misconduct of the Sponsor or the participants during the event that is the subject of this agreement.

Sponsor

Date



GENERAL RELEASE

I, _____ (herein referred to as "Participant")
(Print Name)

being of lawful age, and in consideration of participating in the

_____, on _____,
(Name of Activity) (Date)

do hereby release and discharge the State of Idaho, the Idaho Transportation Department, and its agencies, officials, and employees from and against all liability to the Participant, his/her spouse, legal representatives, heirs or next of kin for any and all loss or damage, and/or claim, suit or demand on account of injury to the person or property of the Participant or resulting in the death of the Participant, arising out of, or the result of participation in the above named activity.

Participant certifies that he/she has carefully read the above provisions, and knows and understands the contents, and signs this General Release of his/her own free act.

(Participant)

(Date)



GENERAL RELEASE (for a Minor)

We _____ and _____,
(Print Name) (Print Name)

husband and wife (herein referred to as "Parents") as parents (or legal guardians) of
_____, a minor child, (herein referred to as "Minor")
(Print Name)

in consideration of participating in the
_____, on _____
(Name of Activity) (Date)

do hereby release and discharge the State of Idaho, the Idaho Transportation Department, and its agencies, officials and employees from and against all liability to the Minor, his/her legal representatives, heirs or next of kin for any and all loss or damage, and/or claim, suit or demand on account of injury to the person or property of the Minor or resulting in the death of Minor, arising out of or the result of participation in the above named activity.

Parents agree to indemnify and defend the State of Idaho, the Idaho Transportation Department, and its agencies, officials and employees from and against all claims, demands or suits that the Minor has or may have, either before or after he/she has reached majority.

Parents certify that they have carefully read all of the above provisions, and know and understand the contents and sign this General Release of their own free act.

_____ (Parent)	_____ (Date)
_____ (Parent)	_____ (Date)