

**IRONHOUSE SANITARY DISTRICT
2011 RULES AND REGULATIONS FOR JERSEY ISLAND**

FISHING / HIKING: JAN. 01, 2011 - DEC. 31, 2011 (EXCEPT DURING HUNTING SEASON)
PHEASANT HUNTING: 2011 LEGAL HUNTING SEASON (WEEKENDS & THANKSGIVING ONLY)

*****ONE FORM PER PERSON PLEASE, INCLUDING MINORS*****

Date _____
Name (PRINT) _____
Signature _____
Tel # _____
Address _____
City/State/Zip Code _____

Hunting _____
Fishing _____
Hiking _____

OFFICE USE
Individual Pass # _____
Parking Pass # _____
Disability/State # _____

MAILING INSTRUCTIONS TO OBTAIN "INDIVIDUAL" AND "PARKING" PASSES:



Mail this completed form, along with a self-stamped envelope to Ironhouse Sanitary District. (See bottom of page for address.) Forms mailed *without* a self-stamped envelope will be denied. To obtain a required parking pass (see Item 2 below), send a check in the amount of \$30.00 made out to Ironhouse Sanitary District along with the completed form. Once the form is received and processed, the pass will be mailed to you.

Holders of Public Use Passes for Jersey Island are required to observe the following rules and regulations. Ironhouse Sanitary District cannot continue the public use programs on Jersey Island unless you do!

1. Each hunter must have in his/her possession at all times, a valid California Hunting License and a Jersey Island Public Use Pass. Each fisherman must have a valid California Fishing License and a Jersey Island Pass. Each hiker must have in his/her possession a valid Jersey Island Public Use Pass.
2. All vehicles parked on Jersey Island must have a separately issued and valid Parking Pass (\$30.00) displayed. Any vehicle not displaying a valid Parking Pass is subject to being towed. Park only in the areas designated for parking as shown on map. Any vehicle not parked in an authorized parking lot is subject to being towed. Any tow is at the owner's expense, which must be paid before the vehicle will be released.
3. The Pass may be used only during the periods indicated on the Pass, after which a new pass must be obtained. During the periods indicated on the Pass, pheasant hunting is allowed ONLY during the legal pheasant hunting season, weekends only including the Friday and Thursday of the Thanksgiving Holiday, 8:00 a.m. to sunset. Fishing and hiking are allowed year-round, seven (7) days a week, sunrise to sunset, EXCEPT during the Pheasant Hunting season. There is no entry on or use of the properties on Jersey Island without a valid Pass and in accordance with these rules and regulations.
4. All boundaries, safety zones, and signs must be observed. The signs in the field take precedence over maps. No hunting, fishing or hiking is permitted in the areas of Jersey Island indicated on the attached map. Hiking allowed only in area indicated on attached map.
5. Do not litter the parking lots or fields. Take all trash with you. Carry it in, carry it out. There are NO public restroom facilities on Jersey Island.
6. Consumption of alcohol is not permitted on Jersey Island. No one under the influence of drugs and/or alcohol is permitted to use Jersey Island. No hunting, fishing, hiking or parking permitted on the Ferry Road.
7. Jersey Island will be patrolled by Game Wardens, the Sheriff's Department, and our staff. Violators of State laws or the Jersey Island Rules and Regulations may be prosecuted.
8. No fires allowed at any time. This is peat land - it burns! Smokers be careful. Don't start a fire - you're liable if you do!
9. No driving on levees at any time during hunting season.

IRONHOUSE SANITARY DISTRICT / 450 WALNUT MEADOWS DRIVE / OAKLEY, CA 94561 / (925) 625-2279
www.ironhousesanitarydistrict.com / OFFICE HOURS: 8AM-12 & 1-5PM / MONDAY - FRIDAY

10. **Always** close all gates. DO NOT cut any fences, locks, or chains.
11. Access **will be limited during the winter** due to unfavorable land, levee or road conditions. Gates will be locked during these times.
12. Do not drive into fields. Stay on main roads and in parking lots.
13. No swimming allowed on Jersey Island. Please do not move rocks on the levee. The rocks are the levee protection from flooding.
14. The speed limit on Jersey Island is ten (10) MPH on unpaved roads and thirty (30) MPH on paved roads on the Island. This is strictly enforced. The roads may be rough, especially in winter. Drivers are expected to exercise appropriate caution at all times. If you get stuck, you are on your own.
15. A Pass only applies to the individual to whom it is issued. It does not include children, spouses or other persons, each of whom must have his or her own pass.
16. While pheasant hunting, fishing or hiking on Jersey Island, the Pass must be displayed on your person at all times in a location above the waist, such that it may easily be viewed from a distance.
17. Do not disturb wild animals or cattle on Jersey Island. Please report any distressed cattle to Ironhouse Sanitary District.
18. A Hunting Pass only permits pheasant hunting using an appropriately sized shotgun and birdshot. The Hunting Pass does not permit any other type of hunting. A Public Use Pass does not permit any use of Jersey Island other than hunting, fishing and/or hiking (as indicated on the Pass) in accordance with these rules and regulations.
19. Each Pheasant Hunter must conduct himself/herself in a safe manner at all times while on Jersey Island. Safe pheasant hunting and fishing are the cornerstone of your Jersey Island Pass! In the field, each person must wear at least one article of solid Blaze Hunter Orange above the waist. We strongly recommend wearing safety glasses. Do not shoot across roads or in the vicinity of residences, buildings, equipment, or vehicles.
20. Hunting is not allowed when the visibility is less than one-quarter (1/4) mile. Under foggy conditions hunting must be delayed. If hunters are in the field when fog comes in, they must immediately return to their vehicles.
21. **State Fish and Game laws apply on Jersey Island and must be complied with.** It is against the Fish and Game Code and these rules to use an unplugged gun, to shoot from a vehicle, or to carry a loaded weapon in a vehicle. It is also a violation of the Fish and Game Code and these rules to pluck or draw birds, or otherwise litter the fields.
22. Hunters: Be absolutely sure of your target. Keep a safe distance between you and other hunters. **ONLY** shoot in your safe zone of fire. Remember: Accidents are caused, they don't happen.
23. **DOGS:** Walking dogs on the "Halsey Trail" is allowed when the trail is open. The trail will be closed during pheasant hunting season, levee maintenance, or inclement weather. Walking with or training dogs in the fields is permitted only during hunting season. The running of dogs with a moving vehicle is **NOT permitted.** Dogs must be under the owner's control at all times.
24. Each Pheasant Hunter **must sign-in and sign-out** on each and every visit to Jersey.
25. Jersey Island Public Use and Parking Pass may be revoked without refund at any time for any violation of these rules and regulations. Ironhouse Sanitary District may revise these rules and regulations at any time without notice. Check in and out of the boxes for up-dates.
26. I am separately entering into the Assumption of Risk and Agreement, in consideration of my receipt of the Pass.
27. I have read and understood the foregoing rules and regulations, and have been provided with a copy of them. I agree to abide by all such rules and regulations and I agree to the separate Assumption of Risk and Agreement. I understand and agree that (in addition to the Assumption of Risk and Agreement) a violation of the rules and regulations will subject me to civil liability to anyone who is injured as a result. I certify under penalty of perjury that all information I have provided to Ironhouse Sanitary District is true and correct.

ASSUMPTION OF RISK AND AGREEMENT (PUBLIC USE - JERSEY ISLAND)

1. **VOLUNTARY PARTICIPATION.** I, (print name) have voluntarily applied for a permit to hunt, fish or hike on Jersey Island and agreed to abide by the Rules and Regulations for Hunting and Fishing on Jersey Island (the "Rules and Regulations"). Jersey Island is largely owned by Ironhouse Sanitary District ("the District"). The District, Reclamation District No. 830, Delta Properties, Inc. and the other owners of property (including easements) on Jersey Island are called the "Landowners" in this agreement ("Agreement"). In consideration of the District permitting me to hunt, fish and/or hike on Jersey Island, I agree as follows.
2. **POSSIBLE UNSAFE CONDITIONS.** Jersey Island includes areas which may contain unsafe conditions of which the Landowners are unaware. The Landowners are under no duty to investigate in order to identify any such unsafe conditions to me. The Landowners have no duty to disclose the presence of unsafe conditions, if any, of which the Landowners may be aware, or to correct any unsafe condition.
3. **ASSUMPTION OF RISK.** I understand that hunting, fishing and other recreational activities can be dangerous. I am voluntarily participating in these activities with knowledge of the dangers involved, including the possibility of death by gunshot or by drowning. I expressly accept and assume all risks of injury or death to myself and to others and of damage to property which may arise from my Activities. These "Activities" are my hunting, fishing, hiking and other use of Jersey Island, including driving on its roads and my presence on the Island. I verify this statement by placing my **initials here:** _____.
4. **RELEASE.** I hereby agree not to make a claim against or sue the Landowners for injury, death or damage resulting from any cause in connection with my participation in the Activities, including any injury, death or damage resulting from the active negligence, other negligence, or other acts or omissions, however caused or occurring, of any Landowner, other than intentional misconduct of a Landowner. I also release and forever discharge the Landowners from all claims, demands and actions which I now have or may hereafter have for any injury, death or damage resulting from my participation in the activities.
5. **PERSONS INCLUDED.** In making this Agreement, I am acting for myself and my successors, including the members of my family, my heirs, others who inherit from me, personal representatives, and assigns. I am also acting for the persons I bring on Jersey Island with me. "I" and "me", as used in the Agreement, include all such successors and persons. The "Landowners" also include the Landowners, employees, officers, directors, volunteers, agents, contractors and affiliates.
6. **INDEMNITY.** If any claim, demand, or litigation is brought against a Landowner arising out of any violation of the Rules and Regulations by me or out of any participation by me in an Activity, I agree to indemnify, defend, protect and hold harmless the Landowners from any such claim, demand or litigation, regardless of who makes or brings the claim, demand or litigation, including my payment of attorneys fees and other defense costs as incurred. In making this Agreement, I am again acting on behalf of the persons indicated in Paragraph 5 above, and the Landowners again include the persons indicated in such paragraph.
7. **MISCELLANEOUS.** This Agreement will remain in effect until I terminate it on 10 (Ten) days written notice to the Landowners, in which event my Public Use Pass and any other rights from the District to use District lands shall likewise terminate. Any invalidity or enforceability of any provision of this Agreement will not impair the validity or enforceability of the remaining provisions of this Agreement.

KNOWING AND VOLUNTARY EXECUTION. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A BINDING CONTRACT BETWEEN MYSELF AND THE DISTRICT. I AM ALSO AWARE THAT IT IS AN ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION OF THE LANDOWNERS AND THE OTHER PERSONS LISTED.

I AM SIGNING THIS AGREEMENT OF MY OWN FREE WILL.

Date _____

Signature _____

PARENT OR GUARDIAN OF A MINOR: I, as parent or guardian of the above named minor, hereby give my permission for my child or ward to enter onto Jersey Island, and further agree, individually and on behalf of my child or ward, to the above Agreement.

Date _____

Signature _____

For _____

(Parent/guardian for minor)

(Name of minor)