

2020 RULES AND REGULATIONS FOR JERSEY ISLAND PUBLIC USE PASS

IRONHOUSE SANITARY DISTRICT

450 WALNUT MEADOWS DRIVE / PO BOX 1105 OAKLEY, CA 94561 / (925) 625-2279

www.ironhousesanitarydistrict.com / OFFICE HOURS: 8-12---1-5 / M-F

Date _____	Fishing _____	OFFICE USE
Name (PRINT) _____	Hiking _____	Individual Pass # _____
Signature _____		Parking Pass # _____
Tel # _____		Disability/State # _____
Address _____	LICENSE PLATE # _____	
City/State/Zip _____		
Email _____		

INSTRUCTIONS: PUBLIC USE PASS AND PARKING PASSES:

Complete all highlighted areas, and include ALL of the following: *check made out to Ironhouse Sanitary District
*self-stamped envelope (if mailing)
*copy of your Drivers License

An

Mail to Ironhouse Sanitary District. **Forms missing one item listed above will be refused. A parking pass is required per address, please see Item #3 below.** Your pass(es) and a map will be given to you in return.

GENERAL:

1. The Pass(es) 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. Fishing and hiking are allowed year-round, seven (7) days a week, sunrise to sunset. 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.
2. **An individual 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.**
3. *****PLEASE NOTE: PARKING PASS FEE - \$35 OAKLEY/BETHEL ISLAND RESIDENTS / \$40 NON OAKLEY/BETHEL ISLAND RESIDENT. Proof of Oakley & Bethel Island residency may be requested by the district at anytime.** All vehicles parked on Jersey Island must have a separately issued and valid Parking Pass sticker displayed on the upper corner of the windshield driver side. 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 at the owner's expense, which must be paid before the vehicle is released.
4. While fishing or hiking on Jersey Island, the individual pass must be displayed on the person at all times in a location above the waist, such that it may easily be viewed from a distance.
6. 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 and picture I.D. available.
7. 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.
8. All boundaries, safety zones, and signs must be observed. The signs in the field take precedence over maps. No fishing or hiking is permitted in the areas of Jersey Island indicated on the map. Hiking allowed only in area indicated on the map.
9. The speed limit on Jersey Island is ten (10) MPH on unpaved roads and twenty five (25) MPH on paved roads on the Island unless legally posted differently. 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 and will need to be prepared to call for outside assistance.
10. 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.
11. Ferry Road gate is typically open M-F from 7am to 5pm and on weekends according to the Ferry schedule. Ferry operations may change at any time without notice.
12. The Halsey Trail is closed daily at 5 p.m. Hiking on the Halsey Trail is NOT permitted on weekends.
13. 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 fishing, hiking or parking permitted on the Ferry Road.

14. 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.
15. 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!
16. No driving on levees at any time. Do not drive into fields. Stay on main roads and in parking lots.
17. Always close all gates. DO NOT cut any fences, locks, or chains.
18. Access will be limited during the winter due to unfavorable land, levee or road conditions. Gates will be locked during these times.
19. No swimming allowed on Jersey Island. Please do not move rocks on the levee. The rocks are the levees' protection from water erosion.
20. Do not disturb wild animals or cattle on Jersey Island. Please report any distressed cattle to Ironhouse Sanitary District at (925)625-2279.

DOGS: Walking dogs on the "Halsey Trail" is allowed when the trail is open. The trail will be closed during levee maintenance, or inclement weather. The running of dogs with a moving vehicle is NOT permitted. Dogs must be under the owner's control at all times.

BIKES: Bikes are allowed on public roads only! Unattended bikes may be left in designated parking areas only. Ironhouse Sanitary District is NOT responsible for lost or stolen bikes.

CAMPING:
Camping is NOT permitted on Jersey Island at anytime.

- FISHING:**
1. Fishing is allowed throughout the year (in the designated fishing areas).
 2. Handicapped fishing access is subject to closure without notice; during inclement weather, and cattle grazing.
 3. Be sure to carry out and take with you all trash, bait/food containers, hooks, tackle, etc.

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

0. **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 Hiking 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 fish and/or hike on Jersey Island, I agree as follows.
1. **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.
2. **ASSUMPTION OF RISK.** I understand that hiking, 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:**
_____.
3. **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.
4. **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.
5. **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.

6. 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.

A SCANNED AND EMAILED OR A FAXED SIGNATURE TO THIS AGREEMENT SHALL BE AS VALID AND BINDING AS AN ORIGINAL SIGNATURE.

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 _____
(Parent/guardian for minor)

For _____
(Name of minor)