

Amador Water Agency

## **Facility Tour Policy**

Reviewed and Adopted:  
04-23-2020

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### **100.00 Purpose of the Policy**

The primary purpose of this policy is to ensure the safety of employees, visitors and facilities, as well as the continuous supply of safe, reliable service to our community.

### **200.00 Policy**

A list of attendees must be submitted five days prior to the tour, including phone numbers. If a visitor shows up for the tour and their name is not on the list, they must sign the list and provide required contact information. Each attendee must complete a Waiver and General Release Facility Tour form prior to the tour (attached).

No backpacks, briefcases, cameras, video recording devices, etc. are allowed in any facility. Cell Phones shall be allowed, but shall be used for Emergency calls only and shall not disrupt the tour. Media shall be allowed use of cameras and/or video recording devices upon prior approval of the General Manager.

Appropriate dress, which includes long pants, closed-toed walking shoes, and clothing/accessories for expected weather, is mandatory for all tours. Due to safety concerns, visitors with inappropriate dress will not be able to tour the entire operational facility. We provide additional safety equipment when required to tour a facility (i.e. hard hats, safety glasses, ear protection).

The tour guide will discuss safety awareness with all participants prior to the commencement of the tour, including demonstration of use of any required protective equipment.

All tour participants must remain under the control and guidance of the tour guide. Any person or group deviating from the guided tour will be escorted from the facility.

Tour participants must adhere to all safety and site-specific requirements. Failure to follow safety requirements will terminate the tour.

We reserve the right to cancel and/or deny any tour requests.

All tours/events must be pre-approved by the Agency's General Manager or his/ her designee as well as the Agency's insurance provider.

### **300.00 Policy Review**

This Policy shall be reviewed at least every two years.

**WAIVER AND GENERAL RELEASE RE: ACCESS TO  
AMADOR WATER AGENCY PROPERTIES**

*Facility Tour*

In consideration of receiving a limited and permissive right to enter Amador Water Agency properties, IT IS AGREED THAT the undersigned hereby releases the AMADOR WATER AGENCY, its agents, officers, directors, attorneys and employees (collectively referred to hereinafter as "Agency") to the greatest extent provided for under law for the following matters that arise in any way out of the activities specified herein:

1. The Undersigned is aware that participation in the Facility Tour entails walking to and through Agency facilities.
2. The Undersigned is required to wear appropriate personal protective equipment (PPE), such as proper shoe attire for walking in- and outdoors, pants, long-sleeved shirts, etc.
3. The Undersigned acknowledges that if using their vehicle, they are responsible for their vehicle at all times, acknowledging full responsibility and liability for any incidents/accidents that may occur. The Undersigned will also provide proof of insurance prior to the tour.
4. Any and all claims for personal injury or death to the undersigned, whether or not caused in whole or in part by the negligence or other acts or omissions of Agency, except for Agency's active negligence, and regardless of whether such injury is caused in whole or in part by the undersigned, whether alone or together with or in association with others;
5. Any and all claims for any real or personal property damage, whether or not the property is owned by or in the custody or possession of the undersigned, and whether or not caused by Agency or others, except for Agency's active negligence, and regardless of whether the damage is caused in whole or in part by the undersigned;
6. Any and all claims for any damage, injury, loss, expense or liability incurred or arising from any act or omission of the Agency, any individual, company or agency in relation to transportation services to or from Agency facilities; and
7. Any and all claims for any damage, injury, loss, accident, delay, irregularity, indebtedness, expense or liability incurred or arising from weather, illness, or federal, state, county or Agency rule, regulation or restriction.

IT IS FURTHER AGREED that the undersigned will, to the greatest extent authorized under law, indemnify, defend, hold harmless and release the Agency from any and all claims, demands, actions, and damages, including but not limited to attorneys' fees and reasonable costs, brought against the Agency for any injury arising out of or caused by the undersigned's negligence or any acts, omissions or conduct of the undersigned in relation to and arising out of the activities specified in this Waiver and General Release.

IT IS FURTHER AGREED that the undersigned understands, consents, and agrees to the terms and conditions set forth above, and that his/her consent and agreement to this Waiver and General Release is a condition precedent to Agency's grant of a limited and permissive right of entry.

The foregoing is agreed to this \_\_ day of \_\_\_\_\_ 20XX

:

PRINTED NAME

SIGNATURE

TELEPHONE #

\_\_\_\_\_ ( ) \_\_\_\_\_

REQUESTED BY AWA REPRESENTATIVE:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)