



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
TENNESSEE STATE PARKS
William R. Snodgrass TN Tower, 2nd Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243

Ocoee River Commercial Rafting Permit

This Commercial Rafting Permit is issued by the Tennessee Department of Environment and Conservation, pursuant to the Ocoee River Recreation and Economic Development Fund Act, Tenn. Code Ann, §§ 11-8-101, et seq., authorizing the Outfitter to conduct certain commercial operations within the Ocoee River Management Zone.

The Outfitter's permitted non-exclusive use of the Ocoee River Management Zone is authorized subject to all permit terms and conditions contained herein. Before issuance of this permit, Outfitter shall acknowledge and accept all permit terms and conditions. This permit shall be effective only upon signature by the Tennessee Department of Environment and Conservation.

Outfitter

Signature hereby acknowledges and accepts all permit terms and conditions.

Signature: _____

Name: _____

Title: _____

Date: _____

Tennessee Department of Environment and Conservation

Signature hereby acknowledges and authorizes this permit.

Signature: _____

Name: _____

Title: _____

Date: _____

Ocoee River Commercial Rafting Permit Contact Information

Outfitter Information

Business Name: _____

Street Address: _____

City/State/Zip: _____

Point of Contact Name: _____

Phone: _____

Email: _____

Fax: _____

Website: _____

TDEC Program Point of Contact

Angelo Giansante, Park Manager
Hiwassee Ocoee State Park

Phone: 423-263-0050

Email: Angelo.Giansante@tn.gov

Fax: 423-263-0103

Physical Address:
404 Spring Creek Road
Delano, Tennessee 37325

Mailing Address:
P.O. Box 5
Delano, Tennessee 37325

Ocoee River Commercial Rafting Permit Terms and Conditions

1. Authority. Pursuant to the Ocoee River Recreation and Economic Development Fund Act, Tenn. Code Ann, §§ 11-8-101, et seq., the Tennessee Department of Environment and Conservation (“TDEC”) is authorized to issue permits to commercial operations conducting business (“Outfitter”) within the Ocoee River Management Zone (“management zone”) and collect the Ocoee River Recreation Fee based on the commercial revenue generated in the management zone (“recreation fee”).
2. Ocoee River Management Zone. TDEC, Tennessee Valley Authority (“TVA”), and the U.S. Department of Agriculture, Forest Service, Cherokee National Forest (“USFS”) entered into a Memorandum of Agreement to document the cooperation between the agencies to protect and to conserve the natural, cultural, recreational, and historical resources of the Ocoee River, while providing whitewater recreation for the general public. As part of that cooperative effort, TVA and USFS have granted permission to TDEC to act as the agency with lead responsibility for the management and oversight of commercial rafting within the management zone. The management zone generally includes that part of the Ocoee River in Polk County, Tennessee from Ocoee No. 3 Dam to the Big Creek boater access site and the lands on either side of the Ocoee River, the access to which is necessary to manage recreation on the Ocoee River.
3. Water Release. Prior to the beginning of each annual rafting season, TVA publishes the intended recreational water release schedule for the management zone. TDEC will notify Outfitter of planned or actual alterations in water releases that deviate from the published schedule at the earliest practicable time, which is dependent on TDEC receiving notification from TVA.
4. Non-Exclusive Use. Outfitter shall be permitted non-exclusive use of such portions of the management zone as TDEC shall designate for the purpose of providing commercial rafting in the management zone. This permit does not authorize additional commercial activities within the management zone. Outfitter’s use of the management zone shall be limited to scheduled times as approved by TDEC. TDEC provides no warranty or guarantee as to the minimum number of scheduled launch times that will be approved pursuant to this permit.
5. Limitations. Nothing in this permit gives or implies Outfitter has permission to build or maintain any permanent or temporary improvements in the management zone, including but not limited to posting signs and erecting tents or shelters. Outfitter may erect temporary improvements, such as signs or tents, with prior approval from TDEC.
6. Amendment. The terms of this permit and any actions of the Outfitter conducted hereunder shall not conflict with the programs and operations of the TDEC, USFS, and/or TVA. This permit may be amended in whole or in part by TDEC when, at the discretion of TDEC, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, or any applicable forest land and resource management plan. Outfitter shall be subject to such additional requirements which may be imposed from time to time by TDEC regarding safety, resource protection, public conduct, and other qualifications of outfitters to do business in the management zone.

7. Compliance with Laws. Outfitter shall comply with all applicable laws, regulations, and rules prescribed by proper authorities which affect use of the management zone, including but not limited to such laws, regulations, and rules as may be prescribed by TDEC, USFS, or TVA.
8. Term. This permit shall be effective for ten years, beginning on January 1, 2019, and expiring on December 31, 2028 ("permit term"). Expiration of this permit shall not require notice from TDEC to Outfitter.

This permit may be renewed ~~upon~~ prior to expiration, provided the Outfitter has performed satisfactorily under this permit, as determined in TDEC's sole discretion. If Outfitter wants to renew this permit, the Outfitter must notify TDEC in writing at least six months before this permit expires. In the event this permit is renewed, the permit term shall be modified to include an additional five years, with a revised expiration date of December 31, 2033.

9. Recreation Fee. Outfitter shall submit payment of the recreation fee to TDEC as follows:
 - a. Pre-Season Payment: No later than March 1st of each calendar year of the permit term, Outfitter shall submit payment to TDEC in the amount of two thousand dollars (\$2,000.00).
 - b. Post-Season Payment: No later than December 1st of each calendar year of the permit term, Outfitter shall submit payment to TDEC that equals ten percent (10%) of the annual gross revenue generated by Outfitter's commercial rafting activities occurring within the management zone, minus credit for the \$2,000 pre-season payment submitted by Outfitter in that calendar year.
 - c. In the event ten percent (10%) of the annual gross revenue generated by Outfitter's commercial rafting activities occurring within the management zone equals less than \$2,000 in a calendar year, no post-season payment will be due in that calendar year.
 - d. Any payment overage in excess of ten percent (10%) of the annual gross revenue generated by Outfitter's commercial rafting activities occurring within the management zone in each calendar year shall be credited to the payments due from the Outfitter for subsequent calendar years. However, any payment overage as determined at the end of the final calendar year of the permit term shall be refunded to Outfitter following expiration of the permit term.
10. Payment Terms. Please make checks payable to "Treasurer State of Tennessee." Outfitter's payments to TDEC shall be submitted to the following:

Hiwassee Ocoee State Park
Attn: Permit Administrator
P.O. Box 5
Delano, Tennessee 37325

Payments shall be considered to have been paid on the date such payments are received by TDEC.

TDEC will provide written notification to Outfitter if a payment is past due. If TDEC fails to receive the past due payment within ten (10) calendar days of the notification, Outfitter's use of the management zone shall be suspended until such time as the past due payment is provided to

TDEC. If TDEC fails to receive the past due payment in full within thirty (30) calendar days of the notification, TDEC may terminate this permit pursuant to Section 15.

For payments received after the 15th day of the month in which payment is due, Outfitter shall pay a late fee of 10% of the amount past due. If Outfitter's account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed, including but not limited to all legal fees and costs associated with any collection efforts.

11. Documentation of Revenue. Outfitter shall provide documentation of use and revenue for purposes of recreation fee verification.

- a. Actual Use Report: No later than the twentieth day following the end of any calendar month during which Outfitter conducts commercial rafting activities within the management zone, Outfitter shall submit a monthly report to TDEC on a form provided by TDEC listing the actual number of rafting customers served during the calendar month for each section of the river. No later than December 1st of each calendar year of the permit term, Outfitter shall submit to TDEC a report listing the actual number of rafting customers served per day of the season for each section of the river.
- b. Income Statements: No later than the twentieth day following the end of any calendar month during which Outfitter conducts commercial rafting activities within the management zone, Outfitter shall submit a monthly statement of income to TDEC listing its monthly gross revenue generated from commercial rafting activities in the management zone during the calendar month for each section of the river. No later than ninety (90) days after the close of the Outfitter's fiscal year, Outfitter shall submit to TDEC a statement of income reporting its annual gross revenue generated by Outfitter's commercial activities occurring within the management zone. The annual statement shall include gross revenue, as well as the value of donated goods and services, the value of documented gratuities, the value and description of items excluded from gross revenue, and all adjustments, such as taxes deducted, and shall be broken down by permitted activities and section of the river. Gross revenue shall include the entire amount of the actual sales price, whether for cash or other consideration, of all commercial activities occurring within the management zone authorized by this permit; all deposits not refunded to purchasers; and any money retained by Outfitter after a guest cancels or does not fulfill their scheduled commercial rafting trip but is not granted a refund.

12. Accounting Records. Outfitter shall follow generally accepted accounting principles or another comprehensive basis of accounting, such as the cash, modified cash, or income tax basis of accounting, in recording financial transactions. The minimum acceptable accounting system shall include:

- a. Systematic internal controls and separate recording of gross receipts from each type of business conducted under this permit, separate from any other commercial or personal activity. Receipts shall be recorded daily without reduction and, if possible, deposited into a bank account. Receipt entries shall be supported by documentation such as cash register tapes, sales invoices, reservation records, and cash accounts from other sources.
- b. For permits with annual recreation fees greater than \$10,000, when requested by TDEC, Outfitter ~~at its own expense~~ shall have its annual accounting records audited by an

independent public accountant acceptable to TDEC. TDEC shall pay for all reasonable and necessary costs of an audit requested under this section.

13. Records. Outfitter shall maintain complete and accurate records of its operations conducted hereunder and shall permit TDEC and its duly authorized representatives, during ordinary business hours, to examine Outfitter's books and records during the permit term. Outfitter shall maintain all records and for a period of ~~three-five~~ (35) years from the ~~termination~~ creation of the record date of ~~this permit~~ creation of the record. Failure to maintain auditable and accurate records for the full length of time required may result in the suspension of the Outfitter's use of the management zone until such a time as TDEC is satisfied that the Outfitter's record keeping procedures have been brought into compliance.
14. Notices. Any communications affecting the operations covered by this permit, except those related to the submission of payments as specified in Section 10, are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax to the respective contact's information shown at the beginning of this permit. Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later. Outfitter and TDEC shall keep each other informed of current mailing addresses, including those necessary for payment of fees.
15. Permit Termination. TDEC may, upon written notice to Outfitter, suspend Outfitter's rights under this permit for (i) failure to comply with any laws, regulations, or rules regarding outfitter qualifications and/or use of the management zone; and/or (ii) breach of any of the terms or conditions hereof, including but not limited to nonpayment of any amounts owed pursuant to this permit. If such breach is not corrected within ten (10) calendar days, or within such longer period of time specified in the written notice or otherwise provided herein, TDEC may terminate this permit effective immediately.

In the event of termination of this permit, Outfitter shall have thirty (30) days from the date of termination to file an appeal of the permit termination. TDEC shall grant Outfitter an opportunity to be heard regarding the allegations of unsatisfactory performance resulting in the permit termination. All hearings shall be conducted in accordance with the Uniform Administrative Procedures Act, T.C.A. § 4-5-301, et seq.

Outfitter shall make a good faith effort to offer its services to customers. Should Outfitter's annual gross revenue generated by commercial activities occurring within the management zone equal less than \$2,000 in any calendar year during the permit term, TDEC, in its sole discretion, may terminate this permit.

In the event of termination of the permit, any payment overage in excess of ten percent (10%) of the annual gross revenue generated by Outfitter's commercial activities occurring within the management zone, minus any outstanding amounts owed to TDEC, shall be refunded to Outfitter following termination of the permit.

16. Change in Control. Outfitter shall notify TDEC when a change in control of the business entity that holds this permit is contemplated. If Outfitter is a corporation, change in control means the sale or transfer of a controlling interest in the corporation. If Outfitter is a partnership or a limited liability company, change in control means the sale or transfer of a controlling interest in the partnership or limited liability company. If Outfitter is an individual, change in control means the sale or transfer of the business to another party. If TDEC fails to receive notification of the change in control, TDEC may terminate this permit pursuant to Section 15.
17. Assignment of Permit. Outfitter may not assign this permit or any rights or interests hereunder except with TDEC's express written approval. Any change in control of the business entity as defined in Section 16 shall constitute an assignment of the permit. The party who intends to acquire the assigned permit must submit a permit application to TDEC. Issuance of an assignment of the permit shall be at the sole discretion of TDEC. The assigned permit shall expire consistent with the permit term stated in Section 8. Any attempt to assign this permit without TDEC's express written approval shall be of no force or effect. TDEC shall not unreasonably withhold, condition, or delay approval of an assignment.
18. Insurance. Outfitter shall have in effect at all times during the permit term a policy of Commercial General Liability insurance ("CGL") covering losses associated with the use and occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of one million dollars (\$1,000,000.00) as a combined single limit per occurrence. The CGL policy shall list the State of Tennessee, the United States, and the Tennessee Valley Authority as additional insureds. The CGL policy shall be primary and non-contributory; contain a waiver of subrogation clause in favor of the State of Tennessee; contain a severability of interest clause; and state that it will provide the State of Tennessee with thirty (30) days prior written notice of cancellation or any other material change to the policy. Such insurance shall be issued by insurance companies licensed to do business in the State of Tennessee, with an insurer which has an A.M. Best rating of "A" or better. No later than March 1st of each calendar year of the permit term, Outfitter shall deliver certificates of insurance to TDEC and ensure receipt by TDEC of an authenticated copy of the insurance policy or policies. If TDEC fails to receive the aforementioned policy or policies, the Outfitter's use of the management zone will be suspended until such time the policy or policies are provided to the TDEC, and are approved by TDEC.
19. Written Waivers Required. Outfitter shall require each person using its services and riding in its rafts, canoes, kayaks, or other floating craft, excluding Outfitter's employees, guides, and trainees, whether or not a fee is paid to Outfitter, to sign a waiver and indemnification agreement which names Outfitter, the State of Tennessee, the United States, and the Tennessee Valley Authority as indemnities. The indemnification agreement for each person under eighteen (18) years of age shall also require the signature of a parent or legal guardian. Such agreements shall include the date and time(s) of the trip(s) or service(s), the name of the participant, and identify whether the participant is eighteen (18) years of age or under, and shall be kept on file in date order by Outfitter for a period of three (3) years. A specimen copy of such agreement shall be submitted to TDEC prior to the commencement of operations in the management zone.

Outfitter shall require each of its employees, guides, and trainees to execute a waiver and indemnification agreement on such form or forms which names the State of Tennessee, the United States, and the Tennessee Valley Authority as indemnities. Outfitter shall keep such agreements on file for a period of three (3) years. Failure to maintain auditable and accurate records may result in the suspension of the Outfitter's use of the management zone until such a time as the TDEC is satisfied that the Outfitter's record keeping procedures have been brought into compliance.

20. Nondiscrimination. Outfitter and its employees shall not discriminate against any person on the basis of race, color, sex, national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, Outfitter and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments Act of 1972, as amended, and the Age Discrimination Act of 1975, as amended. Outfitters shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this permit.

In carrying out its obligations under this section, Outfitter shall conspicuously display the Nondiscrimination Policy Statement included below at the public entrance to its premises and at other exterior or interior locations, as directed by TDEC:

Nondiscrimination Policy Statement

This program is supported by assistance from the Tennessee Department of Environment and Conservation. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments Act of 1972, and the Age Discrimination Act of 1975, no person shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this program. In addition, no qualified handicapped person shall, on the basis of handicap, be subject to discrimination in employment (including hiring) under the program. If you feel you have been subjected to discrimination as described above, you personally or by a representative have the right to file a written complaint with TDEC. The complaint should be sent to: Park Manager – Hiwassee Ocoee State Park, P.O. Box 5, Delano, Tennessee 37325.

21. Equal Access. In addition to the above nondiscrimination policy presented in Section 20, Outfitter agrees to ensure that its programs and activities are open to the general public on an equal basis and without regard to any non-merit factor.
22. Damage to Government Property. Outfitter has an affirmative duty to protect from damage the land, property, and other interests of the State of Tennessee and the United States that are associated with the use and occupancy authorized by this permit. Damage includes but is not limited to destruction of or damage to National Forest lands covered by this permit, fire

suppression costs, and destruction of or damage to government-owned improvements covered by this permit.

Outfitter shall be liable for all injury, loss, or damage, including fire suppression, or other costs in connection with rehabilitation or restoration of natural resources associated with the use and occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs in connection therewith.

Outfitter shall be liable for damage, except for reasonable and ordinary wear and tear, to all roads and trails of the State of Tennessee or the United States caused by use of Outfitter or its assigns, agents, employees, contractors, or lessees to the same extent as the compensation described in the preceding paragraph.

23. Sanitation. The operation and maintenance of all sanitation and food service systems and facilities shall comply with applicable standards set by state and local health departments.
24. Refuse Disposal. Outfitter shall comply with all applicable federal, state, and local requirements related to disposal of any refuse resulting from the use and occupancy authorized by this permit.
25. Vandalism. Outfitter shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.
26. Restriction of Motor Vehicle Use. Outfitter shall restrict motor vehicle use to designated roads, trails, and areas, unless specifically authorized by TDEC.
27. Removal and Planting of Vegetation. This permit does not authorize the cutting of timber or other vegetation. Additionally, this permit does not authorize the planting of trees, shrubs, and other plants. Timber cut or destroyed shall be paid for by Outfitter at current stumpage rates for similar timber in the Cherokee National Forest. The removal of downed trees in the riverbed or other strainers that create a hazardous obstacle in the river is not considered to be cutting of timber or other vegetation, therefore is not prohibited pursuant to this provision. Outfitter should notify TDEC if it identifies a hazardous obstacle in the river that requires management action.
28. Herbicide and Pesticide Use. Herbicides and pesticides may not be used by Outfitter to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, fish, and other pests and weeds in the management zone. Outfitter should notify TDEC if it identifies a situation that requires pest or weed management.
29. Archaeological-Paleontological Discoveries. Outfitter shall immediately notify TDEC of any antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered as the result of operations under this permit. Outfitter shall leave such discoveries intact until authorized to proceed by TDEC. Protective and mitigative measures specified by TDEC shall be the responsibility of Outfitter.

30. Protection of Habitat of Endangered, Threatened, and Sensitive Species. Outfitter shall avoid areas within the management zone identified by TDEC or USFS as needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA), 16 U.S.C. 531 et seq., as amended, or as sensitive by the Regional Forester under the authority of Forest Service Manual Chapter 2670, derived from ESA Section 7 consultation. Protective and mitigative measures specified by TDEC shall be the sole responsibility of Outfitter. If protective measures prove inadequate, if other such areas are discovered, or if new species are listed as federally threatened or endangered or as sensitive by the Regional Forester, TDEC may specify additional protection, regardless of when such facts become known. Discovery of such areas by either party shall be promptly reported to the other party.

31. Environmental Protection.

For purposes of this section, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

Outfitter shall in connection with the use and occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

Outfitter shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during Outfitter's use and occupancy of the management zone. Environmental damage includes but is not limited to all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of Outfitter or its assigns, agents, employees, or contractors, on, or related to, the management zone. If the environment or any government property covered by this permit becomes damaged in connection with Outfitter's use and occupancy, Outfitter shall as soon as practicable repair the damage or replace the damaged items to the satisfaction of TDEC, USFS, and TVA and at no expense to the State of Tennessee or the United States.

Outfitter shall immediately notify TDEC upon knowledge of any release or threatened release of any hazardous material at or in the vicinity of the management zone which may be harmful to public health or welfare or which may adversely affect natural resources under the management

of the State of Tennessee and the United States. Outfitter shall as soon as practicable, as completely as possible, and in compliance with all applicable laws and regulations abate any activity or condition arising out of or relating to the authorized use and occupancy that causes or threatens to cause harm to the environment, including areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources.

32. Storage Hazardous Materials. Outfitter shall not store any hazardous materials in the management zone.
33. Health and Safety. Outfitter shall address the health and safety of its employees, agents, and clients by having trained and qualified staff, utilizing properly maintained equipment, and providing supervision appropriate for the level of risk associated with the authorized activity. Outfitter shall avoid situations or conditions that cause or threaten to cause a hazard to public health or the safety of the Outfitter's employees, agents, or clients. Outfitter shall as soon as practicable notify TDEC of all serious accidents that occur in connection with such activities. TDEC has no duty under the terms of this permit to inspect the management zone or operations and activities of Outfitter for hazardous conditions or compliance with health and safety standards.
34. Legal Effect of Permit. This permit, which is revocable and terminable, is not a contract or a lease, but rather a license. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan
35. Assumption of Risks. TDEC does not warrant or represent that the management zone, or any means of ingress thereto or egress there from, are safe, healthful, adequate, or suitable for the purposes for which they are permitted to be used under the terms of this permit. All use of the management zone and any access thereof shall be at Outfitter's sole risk. Outfitter assumes all risk of loss associated with use and occupancy of the management zone, including but not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and acts of God.
36. Hold Harmless. Outfitter shall hold harmless the State of Tennessee and the United States for any special, indirect, or consequential damages, including without limitation, any loss of actual or anticipated business or profits, arising out of or in any way related to this permit.
37. Indemnification. Outfitter shall indemnify, defend, and hold harmless the State of Tennessee and the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of Outfitter in connection with the use and occupancy authorized by this permit. This indemnification and hold harmless provision includes but is not limited to acts and omissions of Outfitter or its heirs, assigns, agents, employees, contractors, or lessees in connection with the use and occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable, and including but not limited to those environmental laws listed in Section 31 of this permit; (2) judgments, claims, demands, penalties, or fees assessed against the State of Tennessee or the United States; (3) costs, expenses, and damages incurred by the State of Tennessee or the United States; or (4) the release or threatened release of any solid waste, hazardous waste,

hazardous substance, pollutant, contaminant, oil in any form, or petroleum product into the environment. TDEC may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

38. Reporting of Child Abuse and Neglect. Pursuant to Tenn. Code Ann. 37-1-403(i), everyone is required to report suspected cases of child abuse or neglect. Any person who has knowledge of or is called upon to render aid to any child who is suffering from or has sustained any wound, injury, disability, or physical or mental condition shall report such harm immediately if the harm is of such a nature as to reasonably indicate that it has been caused by brutality abuse, or neglect or that, on basis of available information, reasonably appears to have been caused by brutality, abuse, or neglect. See the Tennessee Department of Children Services website for more information: <https://www.tn.gov/dcs/program-areas/child-safety/reporting/hotline-faq.html>.