



Utah Division of Parks and Recreation

## SPECIAL USE PERMIT

PO Box 146001, Salt Lake City, Utah 84114-6001, 801-538-7220

Application #	Permit#	Receipt#
Permittee		Area Code & Telephone #
Contact Person		State Park
<p>This Permit, made and entered into this _____ day of _____, 20____, by and between the Utah Department of Natural Resources, Division of Parks and Recreation, 1594 West North Temple, Suite 116, Salt Lake City, UT 84114-6001, hereafter referred to as "DIVISION" and _____, whose address is _____, hereafter referred to as "PERMITTEE".</p> <p><b>WITNESSETH:</b></p> <p>By this permit, DIVISION authorizes PERMITTEE to use the following described land(s), water(s), and/or improvement(s), subject to the conditions set out below:</p>		
<p>This Permit is issued by DIVISION solely for the following activities (Describe in Detail):</p>		
<p>The term of this permit is limited to a maximum of _____ days, and is hereby issued from the _____ day of _____, 20____ through the _____ day of _____, 20____ inclusively.</p>		
<p>In return for the privilege of using said land(s), water(s), and/or improvement(s), PERMITTEE hereby agrees to accept and comply with each of the following terms and conditions:</p>		
<ol style="list-style-type: none"> <li>1. DIVISION may terminate this Permit at any time for breach of any terms or conditions stated herein.</li> <li>2. PERMITTEE shall comply with DIVISION regulations governing use of state park system, including federal, state, county, and municipal laws, ordinances, and regulations that are applicable to the activity and the area of operation authorized herein. <b>(Attach any/all additional permits that apply)</b></li> <li>3. No alterations, modifications, improvements, changes or damages, of any nature, shall be made by PERMITTEE on or to any DIVISION land(s), water(s), or improvement(s) without specific written approval by DIVISION in advance. This shall include all natural and historic features. PERMITTEE shall keep said land(s), water(s), and/or improvement(s) in good repair, orderliness, sanitation and safety. DIVISION will monitor such items for compliance. Prior to termination of this permit, PERMITTEE shall clean and restore said land(s), water(s), and/or improvement(s) to the original condition or in a manner acceptable to DIVISION.</li> </ol>		



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4. DIVISION and PERMITTEE agree that the risk of loss or damage from any cause to any property belonging to the PERMITTEE is to be borne by the PERMITTEE. This includes all personal property and all vehicles of PERMITTEE or its invitees, and loss or damage caused in any way including fire, theft, storm, explosion or the negligence of DIVISION. PERMITTEE therefore agrees that it will carry insurance, at its own expense, covering its property for any loss or damage while on the property of DIVISION, and PERMITTEE agrees that it shall have no recourse against the State of Utah, DIVISION, DIVISION's board, officers, directors, agents, representatives, employees, assigns, affiliates, insurers and successors in interest, and PERMITTEE waives, on behalf of itself and its insurers, any and all rights of recovery, including subrogation rights, against the State of Utah, DIVISION, DIVISION's board, officers, directors, agents, representatives, employees, assigns, affiliates, insurers and successors in interest.

5. In consideration of DIVISION's allowance of the use of DIVISION land(s), water(s), and/or improvement(s), to the fullest extent permitted by law PERMITTEE shall indemnify, hold harmless and at the option of DIVISION, defend the State of Utah, DIVISION, DIVISION's board, officers, directors, agents, representatives, employees, assigns affiliates, insurers, and successors in interest from and against any and all suits and causes of action, claims, charges, costs, damages, demands, expenses (including attorney's fees and cost of litigation), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever arising out of or incident to PERMITTEE's use of the park, PERMITTEE's employees, agents, volunteers, attendees, and invitees including death, bodily injury, damage or destruction to any property of either party to this agreement, or injury to third persons in any way connected with PERMITTEE's event at a state park except where an injury or property damage arises out of the sole negligence of DIVISION or its officers, agents, representatives or employees. PERMITTEE also agrees to be liable for any damage to DIVISION land(s), water(s), and/or improvement(s) caused by PERMITTEE or its employees, agents, volunteers, attendees and invitees. This indemnity agreement is not intended to waive any defense available to DIVISION under the Governmental Immunity Act of Utah, Utah Code Ann. 63G-7-101 et. Seq.

Insurance Coverage Requirement:

\$3,000,000.00 for general aggregate/water/other related activities or the highest amount commercially available. Amounts for other activities may vary.

Insurance Carrier: \_\_\_\_\_ Phone: \_\_\_\_\_

- \$ \_\_\_\_\_ for injury to or death of any one person per occurrence.
\$ \_\_\_\_\_ for injury to or death of more than one person per occurrence.
\$ \_\_\_\_\_ for damage to property and products per occurrence.

Special Use Permit requiring insurance shall have an insurance certificate attached before submitting to the DIVISION designee. Liability insurance policies shall include the following special endorsement:

The State of Utah, Utah Division of Parks and Recreation, and any other entity identified by the Division of Parks and Recreation, shall be named as additional insured under the terms of this policy, both as to the activities of the State of Utah and the Utah Division of Parks and Recreation, and the Division's board, officers, directors, agents, representatives, employees, assigns, affiliates, insurers, and successors in interest relating to the activity described herein. The State of Utah and the Division of Parks and Recreation is not liable for payment of any premiums or assessments on this policy.

For all Race/Sports Events, PERMITTEE shall have an approved Waiver of Liability Form for each participant. A copy of the Form should be attached hereto.



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6. PERMITTEE shall pay DIVISION a **\$50.00 non-refundable permit fee** and additionally \$\_\_\_\_\_ for use of said land(s), water(s), and/or improvement(s) and any other services agreed to herein.
7. Prior to any on-site occupancy, PERMITTEE shall post a deposit with DIVISION in the amount of \$\_\_\_\_\_ to assure that the use of said land(s), water(s), and/or improvement(s) will be as hereby authorized and agreed. Return of said deposit is subject to compliance with the terms and conditions of this permit or can be applied against remaining fees.
8. PERMITTEE agrees that the public use of said land(s), water(s), and/or improvement(s) will not be unreasonably restricted, unless specifically approved and permitted herein.
9. This permit is subject to all other valid contracts, rights-of-way, and easements in effect upon said land(s), water(s), and/or improvement(s).
10. No employee of DIVISION may work directly for the PERMITTEE in any capacity, or accept a gratuity of any nature. This does not preclude DIVISION from being reimbursed for fees related to staff time associated with the herein described activity.
11. This permit is accepted by PERMITTEE, subject to additional conditions numbered \_\_\_\_\_ to \_\_\_\_\_.

IN WITNESS WHEREOF, the parties subscribed their names as of the date written.

**PERMITTEE**

**STATE- Utah Division of Parks and Recreation**

\_\_\_\_\_  
Name Date Division Designee Date

\_\_\_\_\_  
Type or Print Name and Title Code