



Division of Utah State Parks and Recreation

**SPECIAL USE PERMIT**

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

special use permit

Application #	Permit#	Receipt#
Permittee	Area Code and Telephone #	
Contact Person	Utah State Park	
<p>This Permit, made and entered into this _____ day of _____, 20____, by and between the Department of Natural Resources, Division of Utah State Parks and Recreation, 1594 West North Temple, Suite 116, Salt Lake City, UT 84116, hereafter referred 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) 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 for _____ days from the _____ day of _____, 20____ through the _____ day of _____, 20____ inclusively.</p>		
<p>In return for the privilege of using said land(s) and/or improvements, PERMITTEE hereby agrees to accept and comply with each of the following terms and conditions:</p>		
<p>1. DIVISION may terminate this Permit at any time for breach of any terms or conditions stated herein.</p>		
<p>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></p>		
<p>3. No alterations, modifications, improvements, changes or damages, of any nature, shall be made by PERMITTEE on or to any DIVISION land(s), or improvement(s) without specific written approval by the DIVISION in advance. This shall include all natural and historic features. PERMITTEE shall keep said land(s) and or improvement(s) in good repair, orderliness, sanitation and safety. The DIVISION will monitor such items for compliance. Prior to termination of this permit, PERMITTEE shall clean and restore said land(s) and or improvement(s) to the original condition or in a manner acceptable to the DIVISION.</p>		



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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, but is not limited to, all personal property and all vehicles of PERMITTEE, or its invitees and loss or damage caused in any way including, but not limited to 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 the DIVISION and PERMITTEE agrees that it shall have no recourse against the State of Utah, DIVISION, its 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 but not limited to subrogation rights, against the State of Utah, DIVISION, its board, officers, directors, agents, representatives, employees, assigns, affiliates, insurers and successors in interest.

5. In consideration of the DIVISION'S allowance of the use of DIVISION land(s) and or improvement(s), to the fullest extent permitted by law PERMITTEE shall indemnify, hold harmless and at the option of the DIVISION, defend the State of Utah, DIVISION, its board, officers, directors, agents, representatives, employees, assigns affiliates, insurers, and its successors in interest from and against any and all suits and causes of action, claims, charges, costs, damages, demands, expenses (including, but not limited to 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 your use of the park by PERMITTEE, its employees, agents, volunteers, attendees, and invitees including, but not limited to, 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 your event at a state park except where an injury or property damage arises out of the sole negligence of the DIVISION, or its officers, agents, representatives or employees. PERMITTEE also agrees to be liable for any damage to DIVISION land(s) and or improvement(s) caused by it or its employees, agents, volunteers, attendees and invitees. This indemnity agreement is not intended to waive any defense available to the DIVISION under the Utah Governmental Immunity Act, Utah Code Ann. 63G-7-101 et. Seq.

**\$2,000,000.00** 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** to it **before** submitting to the DIVISION designee. Policy or policies of liability insurance shall include the following special endorsement:

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



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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.

6. PERMITTEE shall pay the DIVISION a **\$50.00 non-refundable permit fee** and additionally \$\_\_\_\_\_ for use of said land(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 the DIVISION in the amount of \$\_\_\_\_\_ to assure that the use of said land(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) 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) and/or improvement(s).
10. No employee of the DIVISION may work directly for the PERMITTEE in any capacity, or except a gratuity of any nature. This does not preclude the 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- Division of Utah State Parks and Recreation**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Designee

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Code