

Special Use Permit Stipulations
Alaska State Parks

1. **Authorized Officer.** The Authorized Officer (AO) for the State of Alaska (State), Department of Natural Resources (DNR), Division of Parks and Outdoor Recreation (DPOR), is the Deputy Director or designee. The AO reserves the right to modify these stipulations or use additional stipulations as deemed necessary. The Permittee will be advised before any such modifications or additions are finalized.
2. **Fees.**
 - (a) All individuals/participants are responsible for paying the day-use vehicle parking fee required at all park facilities. These fees are payable on-site or with an annual park pass. These passes can be purchased at: <https://dnr.alaska.gov/parks/passes>.
 - (b) Permittees are responsible for paying any other applicable fees, including camping and boat launch fees, unless covered under (c).
 - (c) Any government entity (state or federal) operating under official business and using vehicles with government-exempt plates will be exempt from day use fees and boat launch fees. Camping fees may be required.
3. **Suspension and Revocation of this permit by the State.** Failure to abide by any part of this use permit, to comply with any of the general or special stipulations, or the willful violation of any state regulation may result in immediate suspension or revocation of this permit and may result in the denial of future permits.
4. **Revocable at will.** This permit may be revoked at any time at the discretion of the director or his/her designee without compensation to the Permittee or liability to the State.
5. **Non-Exclusive Use.** This permit shall not be construed as limiting the rights of the AO to issue similar permits for the same or similar activities in the area covered by this permit. The Permittee, agents, or clients shall not interfere with free public use or other authorized use of roads, trails, lands, or waters in the area of their activities.
6. **Preferential Rights.** No preferential rights to additional services of a proprietary interest right in the lands are attached to this permit.
7. **Indemnification.** The Permittee shall indemnify, hold harmless, and defend the State, its officers, agents, and employees from liability of any nature or kind, including costs and expenses for or on account of all legal actions or claims of any character whatsoever resulting from injuries or damages sustained by any person or persons or property as a result of any error, omission, or negligent act of the Permittee relating to this permit.
8. **Repair of Damage.** The Permittee shall be liable for the repair of any damage to land, facilities, or resources resulting from the activities of the Permittee, his/her agents, employees, or clients.
9. **Lawful Operations / Documentation.** This permit authorizes activities only on the specific park lands and waters listed on this permit. It does not grant permission to use private, federal, native, municipal, or other lands not listed on this permit. The Permittee is responsible for ensuring all activities occur within the authorized areas and for complying, at their own expense, with all applicable laws. This includes obtaining all required local, state, and federal licenses, permits, tags, registrations, and certifications. The Permittee must ensure that employees, agents, contractors, clients, licensees, and invitees also comply with these requirements. All required documentation, which includes this permit, must be carried while on park lands and waters and presented upon request to any State Park official or Peace Officer.
10. **Amendment or Modification.** The Permittee may request an amendment or modification of this authorization. It must be approved by the AO in advance and may require additional fees and changes to the terms of this authorization.
11. **Assignment.** This permit may not be transferred, extended, or assigned without prior written approval from the AO. The Permittee shall not sublet or enter into any third-party agreements involving the privileges authorized by this permit.
12. **Cooperation and Professional Behavior.** The Permittee agrees to cooperate with agency representatives for the purpose of permit compliance, operations evaluation, or to gather current information on the area for park management purposes.

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The Permittee shall not verbally or physically harass, assault, or abuse clients, employees, outfitters, other guides and their clients, members of the public, or any state or federal agency representative. This includes the use of profanity, aggressive, threatening, and/or disruptive behavior.

- 13. Advertising Prohibited.** The Permittee may not post, display, or distribute any advertisements or promotional materials on lands and waters managed by DPOR unless specifically authorized in this permit.
- 14. Protection of Lands, Facilities, and Resources.** The Permittee shall protect land, facilities, and resources, and avoid disturbing cultural or paleontological materials (e.g., human remains, artifacts, archaeological or paleontological resources). If such materials are discovered, all activities that may disturb or damage the site shall cease in the immediate area, and you shall immediately (within one business day of discovery) notify the AO and the Office of History and Archaeology (907-269-8721).
- 15. Fire Prevention, Protection, and Liability.** The Permittee shall take all reasonable precautions to prevent and suppress forest, brush, and grass fires, and shall assume full liability for any damage to park lands resulting from negligent use of fire. The State of Alaska is not liable for damage to the Permittee's personal property and is not responsible for forest fire protection of the Permittee's activity. Ground fires are prohibited unless built on unvegetated gravel bars. When fires cannot be built on gravel bars, an approved metal fire ring or raised fire pit shall be used to contain the fire. Only dead or down trees are approved for wood fire. The site must be returned to its natural state after use.
- 16. Report Abnormal Sightings.** The Permittee shall notify the AO of any problems, abnormal conditions, or unusual conditions observed while operating on/over park lands and waters.
- 17. Structures, Storage, and Camps.** Temporary structures, storage, or camps require prior written approval and may be allowed only under a special use permit with additional conditions and fees. Permanent structures are prohibited. All property must be removed from park lands and waters at the end of activities. Vehicles, boats, aircraft, and supplies may not be stored without authorization. Permitted vehicles may be legally parked during operations.
- 18. Indemnity and Assumption of Risk for Stored Property.** The Permittee acknowledges and agrees that Alaska State Parks is not responsible for safeguarding any equipment, structures, materials, or personal property stored on park-managed lands or waters. Alaska State Parks shall not be liable for any loss, theft, vandalism, damage, or destruction of property, regardless of cause. The Permittee assumes all risks associated with storing property within the permitted area and shall indemnify and hold harmless the State of Alaska, its officers, agents, and employees from any claims arising from such loss or damage.
- 19. Natural Hazards.** The Permittee recognizes and understands that natural hazards are likely to exist within the permit area. The Permittee agrees to take all reasonable precautions to make himself/herself aware of these hazards and to advise all clients of the hazards. The Permittee is responsible for ensuring the safety of the clients under his/her supervision.
- 20. Wildlife Interactions.** No wildlife species will be baited, harassed, or approached closely enough to disrupt the animal's natural activity or to endanger human life except for legal hunting and fishing.
- 21. Refuse and Waste.**
 - (a) No person may bring waste or refuse from household, commercial, industrial, or construction activities into a state park for disposal.
 - (b) No person may place waste or refuse in state park water, or on land or water capable of contaminating state park water.
 - (c) Unless it is deposited in a park waste receptacle, waste or refuse created in the course of activities in a state park must be removed from the state park by those responsible for its creation.
 - (d) The provisions of this section do not apply to animal waste normally discarded by hunters, trappers, or fishermen in the course of legal hunting, trapping, or fishing, except that waste must not be left within 100 feet of a trail, road, or developed facility.
 - (e) Where not prohibited by area stipulations, deposit solid human waste in catholes 6–8 inches deep and located at least 200 feet from water, camps, and trails. Cover and disguise the cathole upon completion.

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- 22. Site Disturbance.** Site disturbance shall be kept to a minimum to protect local habitats. All activities at the site shall be conducted in a manner that will minimize the disturbance of soil and vegetation and changes in the character of natural drainage systems.
- (a) Brush clearing is prohibited unless specifically authorized by this permit. If authorized, brush clearing should be kept to the minimum necessary. Removal or destruction of the vegetative mat is not authorized under this permit.
 - (b) Establishment of, or improvements to, landing areas (i.e., leveling the ground or removing or modifying a substantial amount of vegetation) is prohibited.
 - (c) Attention must be paid to prevent pollution and siltation of streams, lakes, ponds, wetlands, and disturbances to fish and wildlife habitats.
- 23. Aesthetics.** The Permittee shall protect the scenic aesthetic values of the area under this permit and the adjacent land, as far as possible, while conducting activities authorized under this permit.
- 24. Fuel and Hazardous Substances.** Fuel and hazardous materials/substances may not be stored at the site without prior written approval.
- 25. Drone Use.**
- (a) Not allowed in high-density, public use areas such as campgrounds, picnic areas, trailheads, parking lots or other developed facilities or places of public congregation.
 - (b) Must be in compliance with Federal Airman's Regulation (FAR) 107.
 - (c) FAA registration must be in place if required.
 - (d) Fly at or below 400 feet and stay at least 100 feet away from surrounding obstacles, people, or wildlife.
 - (e) Keep your UAS within sight.
 - (f) Never fly near other aircraft, especially airports (including private).
 - (g) Never fly over groups of people or events not in your immediate party unless the group is notified in advance, and they approve.
 - (h) Never fly near emergency response efforts such as fires.
 - (i) Never fly under the influence of drugs or alcohol.
 - (j) Understand airspace restrictions and requirements.
 - (k) May not be used to follow, chase, harass, or change the natural behavior of wildlife.
 - (l) It is the operator's responsibility to respect the privacy and park enjoyment of others.
 - (m) Report Incidents to FAA Aviation Safety (907) 271-2000, Park Rangers, or your local law enforcement.
 - (n) Prohibited from using a drone or other airborne device from assisting with the take of game, either directly or indirectly.
 - (o) The use of a drone, any airborne device, or anything capable of wirelessly communicating images may not be used to spot or locate game. Use of a drone or any airborne device is limited to only after taking game.
 - (p) Upon request by any law enforcement, the Permittee shall provide a full review of all photographs, images, video footage and other digital data recorded by capable devices (including cell phones) and other digital data such as location and time information captured, stored, or transmitted by the device, at any time where contacted by law enforcement, including at any public facility, boat ramp, airport, or anywhere in any park unit including at a kill site, campsite, or any hunting location.