



Utah Division of State Parks

SPECIAL USE PERMIT

Snow Canyon State Park: 1002 Snow Canyon Drive: Ivins, UT 84738

special use permit

Application # N.A.	Permit# N.A.	Receipt# 481-31971
Permittee NVisualMedia LLC		Area Code & Telephone # 254-366-9599
Contact Person(s) and On-site Coordinator Nathan McBride (connect@nathanmcbridefilms.com)		State Park Snow Canyon State Park
<p>This Permit, made and entered into this 29th day of January, 2025, by and between the Department of Natural Resources, Utah Division of State Parks, 1594 West North Temple, Suite 116, Salt Lake City, UT 84114-6001, hereafter referred as "DIVISION" and NVisualMedia LLC whose address is 6470 S 2300 E, Cottonwood Heights, UT 84121 hereafter referred to as "PERMITTEE".</p> <p>WITNESSETH:</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> <ul style="list-style-type: none"> • Campsites 16A & 16B and adjacent campground roadway <p>This Permit is issued by DIVISION solely for the following activities (Describe in Detail):</p> <ul style="list-style-type: none"> • Power bank; Commercial film shoot • Times: See Page 4 • Number of people: See Page 4 • Number of vehicles: See Page 4 • Equipment: See Page 4 • See pages 4-6 for additional conditions <p>The term of this permit is limited to a maximum of 1 day, and is hereby issued for February 3, 2025 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> <ol style="list-style-type: none"> 1. DIVISION may terminate this Permit at any time for breach of any terms or conditions stated herein. 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. (Attach any/all additional permits that apply) 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. 		



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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 State Parks, 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.

\$1,000,000.00 for general aggregate/water/other related activities or the highest amount commercially available. Amounts for other activities may vary.

Insurance Carrier:

Phone:

Thimble Insurance Services

\$See attached for injury to or death of any one person per occurrence.

\$See attached for injury to or death of more than one person per occurrence.

\$See attached 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, Utah Division of State Parks 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 Utah Division of State Parks 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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6. PERMITTEE will pay the DIVISION a **\$150.00 non-refundable permit fee and \$545.00 additionally** for use of said land(s) and and/or improvement(s) and any other services agreed to herein.
7. Prior to any on-site occupancy, PERMITTEE shall post a performance bond with the DIVISION in the amount of \$ 0 to ensure that the use of said land(s) and/or improvement(s) will be as hereby authorized and agreed.
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 accept 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 the use of premises and additional conditions numbered 1 to 14 (attached).

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

PERMITTEE

STATE- Utah Division of State Parks

Name

Date

Justin Conella

Division Designee

01/29/25

Date

Type or Print Name and Title

4578

Code



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USE OF PREMISES: The designated premises shall be used only for the activities described below:

Monday, February 3, 2025:

1. Locations: Campsites 16A and 16B and adjacent campground roadway.
2. Number of People: 8 including talent and crew
3. Number of Vehicles: 2 passenger vehicles and one 31' RV
4. Arrival and Departure Times:
 - a. 7a.m. – 7:30p.m.
5. Filming Equipment: Cameras; 3-4 aperture lights; light tubes
6. Drone: Permitted at campsites 16A & 16B and adjacent campground roadway
 - a. Model: DJI Inspire 3
 - b. Pilot: Nathan McBride; UAS # 4476957
7. Props: RV; Power bank
8. Shots:
 - a. Scenic shots of RV and power bank in a camp setting

TERMS OF USE:

1. Use of park is limited to hours, locations, and equipment outlined on page 4. No changes to shoot locations, times or equipment will be accommodated once permit is signed.
2. To facilitate entry into the park, permittee will print the provided "Authorized Shoot" parking pass. Each vehicle will display a copy of pass upon entry to the park. Vehicles without a pass will be charged the standard park entrance fee upon entry.
3. Speed limit along Snow Canyon Drive is 25 mph.
4. Campground speed limit is 5mph.
5. Permittee will review the tortoise roadway protocol with all staff and drivers entering the main canyon. This Information can be found under the "Drive Slow Watch for Tortoises" and "When to Move a Tortoise" sections at this link:
<https://stateparks.utah.gov/wp-content/uploads/sites/13/2023/02/web-Snow-Canyon-Trail-Guide-Map-Brochure-2023.pdf>.
6. All vehicles will park in campsites 16A and 16B only. Parking along the campground roadside or vegetated road shoulders is prohibited. "Overflow" parking is available adjacent to the day-use lawn area across from campsite #1.
7. No more than two vehicles are permitted at each campsite.



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8. Campground shoot activities will not create public hazards or nuisance to other campers and/or adjacent campsites.
9. The drone is only permitted to be flown at campsites 16A & 16B and the adjacent camp road. The drone will not be flown over adjacent campsites or along Snow Canyon Drive.
10. Drone use will follow all FAA safety and operating rules/regulations as outlined in UAS Section 107.
11. The film crew will set-up/shoot from designated parking lots, campsites, or campground roadway. Equipment set-up and shots of talent/RV/power bank will not occur off-road, off-trail or off hardened surfaces.
12. All shoot activities will cease by 7:30p.m. and crews/equipment will exit the park.
13. All sites will be left clean and undamaged.
14. Permittee will have a copy of this permit (digital or paper) while on premise.