



STATE FOREST USE PERMIT



Pursuant to NC Administrative Code 02 NCAC 60B .1003

Name of Forest, or other Area: **Permit Number:**

Applicant name:

Applicant postal address:

City: **State:** **Zip code:**

Telephone number: **Email address:**

On-site emergency contact name:

Telephone number:

Administrative code exception(s):

This permit applies only to the area described as follows:

and is valid from **to** .

Permit issued by **(Forest Supervisor or designee).**

Additional conditions or notes:

See other side for signature



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ACKNOWLEDGMENTS OF PERMITTEE

1. By signing this permit, the permittee agrees to the following terms and liability releases contained herein. The Permit is not valid without a permittee's signatures.
2. This Permit is valid ONLY for the activity or purpose described hereon. The commission of any act on the Area not reasonably connected therewith will result in immediate cancellation of the Permit.
3. Permittee is required to take all precautions against causing forest fires and against violating NC Wildlife Resources Commission regulations.
4. If a charge is made for this Permit, same must be paid at time Permit is issued or according to permit conditions listed above.
5. Permit or issued supporting documentation must be in possession of the permittee at all time while permittee is making use of it on the Area, and is subject to inspection at any time by an appointed North Carolina Forest Ranger.
6. Permit is subject to cancellation at any time in writing by the Forest Supervisor or his/her designee or by the North Carolina Department of Agriculture and Consumer Services (NCDA&CS).
7. Permittee shall have sole responsibility for the safety and security of any person who participates or assists in any activity that relates to or arises out of the use of this Permit. NCDA&CS is an agency of the State of North Carolina, and its liability, if any, shall be determined in accordance with the North Carolina Tort Claims Act (Article 31 of Chapter 143 of the North Carolina General Statutes).
8. The complete list of N.C. Administrative Code (Rules) pertaining to State Forests and Educational State Forests in North Carolina are in the series 02 NCAC 60B .1001 through 1032 and can be found at the website: <http://reports.oah.state.nc.us/ncac.asp?folderName=\Title 02 - Agriculture and Consumer Services\Chapter 60 - Division of Forest Resources>.
9. Any violation of the permit constitutes grounds for its revocation by NCD&ACS. In case of revocation the permit holder shall forfeit to NCDA&CS all money for the permit. Furthermore, NCDA&CS shall consider the permit holder, together with his agents and employees who violated such terms, jointly and severally liable to NCDA&CS for all damages suffered in excess of money so forfeited. However, neither the forfeiture of such money, nor the recovery of such damages, nor both, relieves such person from statutory punishment for any violation of a provision of any State Forest or Educational State Forest rule.
10. General Liability Release: In consideration of the covenants herein contained and agreement with NCDA&CS, North Carolina Forest Service (NCFS), their officers, agents, and employees, that I am at least eighteen (18) years of age and do hereby release and discharge the State of North Carolina, NCDA&CS, NCFS, their officers, agents and employees from any and all claims, demands, actions, judgments and executions which the undersigned ever had, or now has, or may have, or which the undersigned's heirs, executors, administrators, or assigns may have, or claim to have, against the State of North Carolina, NCDA&CS, NCFS, their officers, agents and employees for any and all personal injuries, known or unknown and injuries to property, real or personal, caused, or alleged to be caused by, or arising out of activities related to the issuance or use of this Permit. I understand that the forests' terrain, vegetation, and wildlife present hazards. I further attest that I have read this release and understand all of its terms. I execute it voluntarily and with full knowledge of its significance.
11. Liability Release for Minors: I, the minor's parent and/or legal guardian, understand the nature of the activity and the minor's experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity. I further understand that I, as parent and/or legal guardian, and fully responsible for all actions taken by the minor and for his/her well-being while participating in this activity. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless the State of North Carolina, NCDA&CS, NCFS, their officers, agents and employees from all liability, claims, demands, losses or damages for any and all personal injuries, known or unknown and injuries to property, real or personal, caused, or alleged to be caused by, or arising out of activities related to the issuance or use of this Permit. I understand that the forests' terrain, vegetation, and wildlife present hazards. I execute it voluntarily and with full knowledge of its significance.

Date 12/5/16

Permittee Signature