

**SOUTH DAKOTA LOWER OAHÉ WATERFOWL ACCESS AREA
WATERFOWL HUNT TRAILER LOAN/WAIVER OF LIABILITY AGREEMENT**

Agreement Date: _____

User Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Telephone: _____ Cell Phone: _____

Driver's License State _____ and Number: _____

Automobile Insurance Information

Policy Number: _____

Insurance Company: _____

Policy Expiration Date: _____

Loan Period

Loan Start: _____ Initial of person receiving Trailer _____

Loan Return: _____

This Agreement made the date shown above is between the person signing it ("you," "your" or "yours") and South Dakota Department of Game, Fish and Parks ("we," "us," "our" or "ours") and covers the loan of the South Dakota Lower Oahe Waterfowl Access Area Hunt Trailer in accordance with the following terms and conditions:

1. You agree and understand that your obligations under this Agreement are personal and are not assignable or transferable by you.
2. The word "Trailer" means the South Dakota Lower Oahe Waterfowl Access Area Hunt Trailer loaned to you and includes tires, equipment contained therein, accessories, plates and trailer documents. YOU AGREE YOU ARE ACCEPTING THE TRAILER AND ANY OPTIONAL ACCESSORIES IN THEIR 'AS IS' CONDITION AND HAVE HAD AN ADEQUATE OPPORTUNITY TO INSPECT THE TRAILER, ANY OPTIONAL ACCESSORIES AND ARE FAMILIAR WITH ITS OPERATION BEFORE LEAVING OUR PREMISES. THIS AGREEMENT EXCLUDES ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, WITH RESPECT TO THE TRAILER AND ANY OPTIONAL ACCESSORIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. The loan commences when you attach the Trailer to the vehicle that will tow the Trailer ("Vehicle").
4. You represent that you are a capable and validly licensed driver.
5. You represent you have provided a copy of your valid Driver's License, a copy of the current valid Insurance card for the Vehicle that will be towing the Trailer, and a copy of your valid South Dakota hunting license (including SD Migratory Bird Certification) and Federal Waterfowl Stamp.

6. You warrant and declare that the Vehicle is appropriately wired for trailer lights compatible with the Trailer and all lights are operational, including brake lights, turn signals, and marker lights and the Vehicle has a properly attached hitch suitable for use with the Trailer. _____ **Driver Initial.**
7. You agree that only you, your spouse or domestic partner will drive the Vehicle. Such drivers must be at least 25 years old, covered by your Vehicle insurance policy, and must be a capable and validly licensed driver.
8. Certain uses of the Trailer and other things you or a driver may do, or fail to do, will violate this Agreement. A VIOLATION OF THIS PARAGRAPH, WHICH INCLUDES USE OF THE TRAILER BY AN UNAUTHORIZED PERSON, WILL AUTOMATICALLY TERMINATE THE LOAN OF THE TRAILER. IT ALSO MAKES YOU LIABLE TO US FOR ALL PENALTIES, FINES, FORFEITURES, LIENS AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED LEGAL EXPENSES, FEES AND COSTS. It is a violation of this paragraph if you use or permit the Trailer to be used: 1) by anyone other than an authorized driver, as defined paragraph 7 above; 2) to carry passengers or property for hire; 3) to be operated in a test, race or contest; 4) to carry any persons while in motion; 5) while the driver is under the influence of alcohol or a controlled substance; 6) for conduct that could properly be charged as a felony or misdemeanor, including the transportation of a controlled substance or contraband; 7) recklessly or while overloaded; 8) outside of the State of South Dakota; or if you or an additional driver, authorized or not: (a) fail to report any damage to or loss of the Trailer when it occurs, or when you learn of it, but, barring physical incapacity, in no event delayed more than 24 hours; (b) fail to promptly provide us with a written accident/incident report or fail to cooperate fully with our investigation; (c) obtained the Trailer through fraud or misrepresentation; (d) leave the Trailer and fail to remove the keys or close and lock all doors, and the Trailer is stolen or vandalized; or (e) return the Trailer after hours and the Trailer is damaged, stolen or vandalized.
9. We may repossess the Trailer anytime it is found illegally parked, being used to violate the law or this Agreement, or appears to be abandoned. We may also repossess the Trailer anytime we discover you made a misrepresentation to obtain the Trailer. You agree that we need not notify you in advance. If the Trailer is repossessed you agree to pay the actual and reasonable costs incurred by us to repossess the Trailer.
10. You agree that all hunting activities involving the Trailer will be conducted in compliance with all applicable laws and regulations;
11. You agree to return the Trailer to us in the same condition you received it, ordinary wear and tear excepted, on the time and due date specified above at the location where you picked up the Trailer.. If you return the trailer at a time when we are closed. However, if you do, your responsibility for damage to or loss of the Trailer and/or its accessories will continue until we reopen and we retake actual possession of the Trailer.
12. You will pay any and all charges that apply to the loan of the Trailer for miscellaneous services and other fees and surcharges. You will also pay a reasonable fee for cleaning the Trailer's interior upon return for excessive stains, dirt or soilage attributable to your use.
13. If the Trailer is lost or damaged while loaned to you, you are responsible and will pay us for all loss of or damage to the Trailer regardless of cause, or who, or what caused it. In case of such a loss, you authorize us to file a claim on your behalf with the insurer and policy number-listed in this Agreement You also authorize us to collect any or all or of our loss from any third party that is responsible for it. If we collect our loss from a third party after we have collected our loss from you, we will refund the difference, if any, between what you paid and what we collected from the third party. You understand that you are not authorized to repair or have the Trailer repaired without our express prior written consent. If you repair or have the Trailer repaired without our consent you will pay the estimated cost to restore the Trailer to the condition it was in prior to your use. If we authorize you to have the Trailer repaired we will reimburse you for those repairs only if you give us the repair receipt.

14. You acknowledge and agree that you and any other driver of the Vehicle have no coverage under nor will you have any recourse to any Insurance maintained by us nor will you seek coverage under any such policy we may have. Any protection provided by us will be secondary to and not excess, to any applicable Insurance available to you or any other driver from any other source, whether primary, excess, secondary or contingent in any way.
15. You agree to hold the South Dakota Department of Game, Fish and Parks, us and our respective directors, officer employees and agents harmless and indemnify both the South Dakota Department of Game, Fish and Parks, us and our respective directors, officer employees and agents from all claims, actions, liability, causes of action, demands, judgments, fights, costs and expenses of whatever nature and kind brought which may arise from or out of or in any way related to the loan of the Trailer to you and/or the use of the Trailer while it is loaned to you.
16. You waive any claim against us for incidental, special or consequential damages in connection with this loan.
17. We are not responsible for loss or damage to any property in or on the Trailer or to any vehicle to which it is attached. You will be responsible to us for all claims by others for such loss or damage.
18. You'll pay all charges, fines, penalties, court costs and recovery expenses for parking, traffic, toll and other violations, including storage liens and charges, plus an administrative fee, with respect to the use of the Trailer while on loan to you, unless due solely to our fault.
19. All charges, fees, fines and expenses, including payment for loss or damage to the Trailer, are due at our demand. If you do not pay all charges when due, you agree to pay a late charge of not to exceed 1-1/2% per month or the highest amount permitted by law on the past due balance, If permitted by law. You will pay any collection costs and our reasonable attorney's fees.
20. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

I HAVE READ AND FULLY UNDERSTAND ALL OF THE FORGOING TERMS AND CONDITIONS AND, BY SIGNING BELOW, VOLUNTARILY AGREE TO BE BOUND THEREBY. .

User	Date	SD GFP Representative	Date

Return Trailer Inspection:	
SD GFP Representative	Date and Time