

SOUTH DAKOTA DEPARTMENT OF AGRICULTURE AND NATURAL RESOURCES

STATE FAIR PARK DIVISION

1060 3RD St. SW Huron, SD 57350

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sdstatefair.com



DUE TO SAFETY CONCERNS, <u>NO ATVS</u>, SIDE BY SIDES, OFF ROAD VEHICLES, OFF HIGHWAY VEHICLES, RIDING LAWN MOWERS AND UTILITY VEHICLES WILL BE ALLOWED ON THE SD STATE FAIRGROUNDS FOR WHEEL JAM IN 2025 EXCEPT FOR INDIVIDUALS WHO ARE HANDICAPPED AND POSSESS A CURRENT HANDICAP VEHICLE PARKING PERMIT OR ON DISPLAY ONLY FOR THE MOTORCYCLE SHOW.

Golf carts, and the exceptions listed above, will hereafter be referred to as a motorized vehicle.

- 1. Anyone wishing to bring a motorized vehicle (as defined above) on to the South Dakota State Fairgrounds during Wheel Jam festivities (including SD BBQ Championships) will be required to purchase a \$25 permit to be displayed on the vehicle in a highly visible area, excluding those to be on display only for the motorcycle show.
- Anyone wishing to bring a motorized vehicle on the SD State Fairgrounds during Wheel Jam festivities (including SD BBQ Championships), excluding those to be on display only for the motorcycle show, must provide a CERTIFICATE OF LIABILITY INSURANCE in the amount of \$500,000 showing any of the following:
 - a. General Liability; or Automobile Liability; or
 - b. Personal Liability; or
 - c. Farm personal liability

that will provide coverage for any of the above referenced motorized vehicles. This must be given to gate personnel upon entry into the fairgrounds. The description area needs to read "State of South Dakota, C/O SD State Fair, 1060 3rd Street SW, Huron, SD 57350, for use on the South Dakota State Fairgrounds during Wheel Jam 2025." South Dakota state employees, officers, agents and assigned need to be listed as additional insured. For use of a golf cart on the South Dakota State Fairgrounds.

- 3. Motorized vehicle with handicapped permit can only be in use when accompanied with permit holder.
- 4. All motorized vehicle operators must be 16 years of age or older and have a valid driver's license.
- 5. South Dakota Motor Vehicle Laws apply to all operators of motorized vehicles.
- 6. The maximum speed limit is 15 mph.
- 7. All motorized vehicles are restricted to designated camping areas and established roadways. No unauthorized motorized vehicles will be allowed in vending or restricted areas in the core show area. No more than the allotted number of people can ride on a motorized vehicle than the available seating.
- 8. All motorized vehicles are always required to yield to pedestrians.
- 9. No motorized vehicle shall be operated without a lighted headlight from ½ hour after sunset to ½ hour before sunrise.
- 10. Operation of a motorized vehicle while under the influence of alcohol or drugs is prohibited. No person shall possess or consume alcohol or drugs while operating a motorized vehicle on State Fair property. Since South Dakota Motor Vehicle Laws apply to all operators of motorized vehicles, violators are subject to DUl's.
- 11. Careless driving or behavior that endangers or would likely to endanger any person or property will not be tolerated.
- 12. Failure to abide by these rules will result in the operator's permit being revoked and possible removal from the premises.

WAIVER OF LIABILITY, IDENTIFICATION AND MEDICAL RELEASE

I am aware of the dangers involved in participating in Wheel Jam 2025. I do freely assume all risks associated with participation in Wheel Jam on the South Dakota State Fairgrounds located in Huron, South Dakota.

On behalf of myself, my executors, administrators, heirs, next of kin, successors, and assigns, I hereby:

- a. waive, release and discharge the South Dakota State Fair, the State of South Dakota and its officers, agents and employees from any and all liability for participant's death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to participant and his/her estate; and
- b. indemnify and hold harmless the South Dakota State Fair, the State of South Dakota, and its officers, agents and employees from and against any and all liabilities and claims made by other individuals or entities as a result of participant's participation or actions during the activity or event or use of any State Fair facility; and
- c. certify that I am signing in the capacity of either agent or principle of any party with an interest in the event and will bind those parties to this agreement.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, or illness during this activity or event.

This release and waiver shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

- I, the undersigned participant, acknowledge that I have read and understand the above release.
- I, the undersigned participant, acknowledge that I have read and understand the above assumption of the risk, waiver, release and indemnity provisions and the Motorized Vehicle Rules and Regulations
- I, the undersigned participant, acknowledge that there will NOT be any ATVS OR SIDE BY SIDES allowed at the 2025 Wheel Jam except for individuals who possess a handicapped vehicle permit or on display only for the motorcycle show.

Participant Date:	
Signature:	
Print Name:	
Parent/Guardian Signature (required if participant is a minor):	
Print Parent/Guardian Name:	
Emergency Contact Phone Number:	
For office use only: Date:	□Certificate of Insurance Provided
Permit Number: Paid: □	1 Cash □ Chk # By: