



## RECREATIONAL LAND USE AGREEMENT

### Terms and Conditions for Private Land Recreational Permit Holders

1. **Recreationists<sup>1</sup> have the right to use a defined area on Wagner Ontario Forest Management Ltd. ("Wagner") managed Private Land**, known as Blocks 1 through 8 ("Private Land"), Thunder Bay and Kenora Administrative Districts, for personal recreation only, with the exception of defined restricted areas<sup>2</sup> identified by Wagner, for the period identified on the Recreational Land Use Permit. This right includes the use of the Forest Roads Inc road (Railbed road). Permits are non-refundable and non-transferable. Annual permits are valid for the calendar year for which they have been issued. Maps are available at [wagnerforest.com](http://wagnerforest.com)
2. **The Recreationist is permitted a limited use<sup>3</sup> of the Private Land and roads within the agreement area**, which is otherwise not under any conflicting agreement or use. **The use of the Private Land may be redefined or restricted at any time by Wagner.** Wagner activities, research, or other commercial operations may preclude recreational uses. The Recreationist will not interfere with the activities of Wagner and its agents on the Private Land.
3. **The Recreationist hereby acknowledges and agrees that Wagner may have to post additional 'No-Hunting' areas at any time during the O.M.N.R. regulated hunting season.** Wagner staff post 'No-Hunting' areas annually, approximately 1 month prior to opening day of the gun hunt season. Every effort is made to post areas prior to the hunting season, however, unpredictable market demands and/or weather conditions may require additional areas to be closed to hunting after the season has opened. Permit holders must respect the closure of any additional areas and alter their recreational plans accordingly. Every effort will be made by Wagner Foresters to contact in advance the hunters who may be affected by such a change in our forestry operations. A camp that has been established in a newly posted 'No-Hunting' area will have to be moved out of the restricted area immediately. The camp site must be left clean, tidy and restored to its former natural state. **Permit fees will not be refunded.**
4. **Wagner in no way warrants that the Private Land or roads are suitable for the purposes to which the Recreationist will put it.**
5. **The Recreationist hereby acknowledges and agrees that:**
  - i) Wagner has no obligation whatsoever to maintain any roads, bridges or landings constructed by Wagner and Wagner is not responsible for the condition of any such roads, bridges or landings;
  - ii) Wagner does not guarantee access to the Recreationist or access on any road or landing constructed by it;
  - iii) Wagner may allow any road or landing constructed by it or situate on its lands, to return to a forested state.
  - iv) The Recreationist shall not alter, maintain, or construct any road, bridge, or landing on the Private Land without the written approval of Wagner.

Wagner and the Recreationist further acknowledge and agree that Wagner shall not in any event, be liable or responsible in any way, for any personal injury, death or property damage that may be sustained by the Recreationist or its invitees or permitted occupants, arising from or out of the use of any road, bridge or landing constructed upon the Private Land or the condition of any road, bridge or landing constructed upon Wagner land or occasioned wholly or in part by any act or omission by Wagner with respect to its roads, bridges or landings, access to its roads, bridges or landings and the condition of its roads, bridges or landings upon Wagner lands. The Recreationist hereby releases Wagner and holds it harmless from and against any and all losses, claims, actions, damages, liability and expenses in connection with the loss of life, personal injury, damages, including damage to property, and/or loss of injury whatsoever, arising from or out of any occurrence in, upon, or around Wagner lands, including any roads, bridges or landings thereon or the use of any roads, bridges or landings on Wagner lands.

In addition, should Wagner be made party to any litigation directly or indirectly related to the use of its lands and/or roads, bridges and/or landings, by the Recreationist or its invitees or permitted occupants, or as a result of any action of any or by the Recreationist, the Recreationist shall indemnify Wagner and hold harmless from and against any and all losses, claims, actions, damages, liability, and expenses in connection with the loss of life, personal

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<sup>1</sup> Individuals from the general public who use Wagner's managed Private Land for recreation

<sup>2</sup> Areas gated and/or posted 'No Trespassing' or 'No Hunting' at [www.wagnerforest.com](http://www.wagnerforest.com)

<sup>3</sup> Includes but not restricted to: hunting, water access, camping, berry picking, photography, ATV and snowmobile use.

injury, damages, including damage to property, and/or other loss or injury whatsoever, arising from or out of any occurrence in, upon, or around Wagner lands, including any roads, bridges or landings thereon or the use of any roads, bridges or landings on Wagner lands and shall pay all costs, expenses and reasonable legal fees incurred or paid by Wagner in connection with such litigation.

6. **Wagner will be held harmless against all costs or claims of any nature** including injury or death to persons or damage to Recreationists property, resulting from the use of the Private Land by the Recreationist for any purpose.
7. **Wagner will not be held liable by the Recreationist for recreational user losses or claims.** The Recreationist is expected to maintain public liability and property insurance valued proportional to their activities and assets brought to the Private Land.
8. **The Recreationist assumes all liability for damages incurred by any member of the immediate family,** any other authorized or unauthorized persons or pets (animals) affiliated with the Recreationist in any way.
9. **Wagner will not be held responsible for the quality or condition of any waters originating from the Private Land.** The Recreationist shall make known the sources and possible defects of any water used.
10. **The Recreationist will not construct or maintain any permanent structures or make any alterations to the land.**
11. **The Recreationist will be permitted to establish one temporary camp in existing campsites, erecting tents or parking campers, for the purpose of short-term accommodation, which will not exceed 21 consecutive days.** After 21 days the Recreationist will remove all personal property from the land and restore the site to its former natural state. The Recreationist may not establish another camp on any of Wagner's private lands within 14 days of leaving a previous encampment.
12. **All vehicles, campers or other modes of transport, excluding quad runners and boats, must be registered under the agreement.**
13. **The Recreationist will keep the lands they are using tidy and remove all waste and garbage from the Private Lands and dispose of it in approved sites.**
14. **The discharge or deposit of any waste water, sewage, contaminants, or debris of any kind into any body of water (surface or sub-surface), within the area or on any of Wagner private lands, is strictly prohibited.**
15. **Wagner reserves the right to levy a fee or penalty charge for environmental cleanup in the event that an individual or group is responsible for any infractions** such as unauthorized; disposal of garbage, waste, other substances or hazardous materials, damage to the forest, or land alterations to any part of Wagner private lands.
16. **The Recreationist will keep their campsites free of potential fire hazards, report all fires on or surrounding the Private Property; and as required and able, assist with the prevention and control of forest fires.**
17. **The Recreationist will practice no-trace camping:**
  - a) **bury all body wastes** in pits ½ metre deep and a minimum of 35 metres from any water source; remember there are others following in your footsteps.
  - b) **take all garbage away** with you; do not bury or burn it.
  - c) **not cut or injure live trees;** use only dead trees for your campfire.
  - d) **not drive nails into trees;** a chainsaw injury caused by a forgotten nail can be fatal.
  - e) **demonstrate respect for all the forest users;** including those that call the forest home.
18. **The Recreationist agrees to observe all laws, regulations, directives and orders of the appropriate authorities (OMNR, MOE, OPP, DFO).**
19. **Wagner may terminate this Agreement and/or prevent future access to Wagner's private land in the event the Recreationist is in violation of any of the terms in this Agreement.** If you have any questions, concerns or comments regarding the permit program or restricted areas, please contact (807) 767-5667 Ext. 2.