



RECREATIONAL LAND USE PERMIT

Terms and Conditions

1. Wagner Ontario Forest Management, Ltd. (“Wagner”) manages those portions of GTP Blocks 1 through 8 owned by North Star Forestry, Ltd. (“GTP Lands”) and Forest Roads, Inc.’s Railbed Road. The GTP Lands and the Railbed Road together, excepting restricted areas¹, constitute the “Private Lands” hereunder. Maps are available at wagnerforest.com. The “Owners” hereunder are North Star Forestry, Ltd., and Forest Roads, Inc. and any successors thereto.
2. **Recreationists² are permitted to use the Private Lands, for personal recreation only, for the period identified on the Permit.** Annual permits are valid for the calendar year for which they have been issued. Permits are non-refundable and non-transferable. Permits must be carried by the recreationist and posted in vehicles and campers so as to be visible from the exterior.
3. Recreationists are permitted limited recreational use³ of those portions of the Private Lands which are otherwise not under any conflicting agreement or use. **Wagner in no way warrants that the Private Lands are suitable for the Recreationist’s intended purposes.** Commercial recreational uses are not permitted by Recreationists on the Private Lands. **Wagner may change allowed uses of the Private Lands at any time.** Wagner’s management activities, research, or other commercial operations may preclude recreational uses in certain areas at certain times. The Recreationist will not interfere with the activities of Wagner and its agents on the Private Lands.
4. **The Recreationist agrees to observe all laws, regulations, directives and orders of the appropriate authorities** (MNR, MECP, MTO, OPP, DFO).
5. All vehicles, campers or other modes of transport, excluding quad runners and boats, must have their vehicle plate numbers included in the Recreational Land Use Access Form.
6. **The Recreationist acknowledges and agrees that Wagner and the Owners 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 on the Private Lands.** The Recreationist hereby releases Wagner and the Owners and holds them 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 the Private Lands. In addition, should Wagner and/or the Owners be made party to any litigation directly or indirectly related to the use of the Private Lands 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 the Owners and hold them 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 other loss or injury whatsoever, arising from or out of any occurrence in, upon, or around the Private Lands, and the Recreationist shall pay all costs, expenses and reasonable legal fees incurred or paid by Wagner and the Owners in connection with such litigation.
7. **The Recreationist further acknowledges and agrees that Wagner and the Owners:**
 - i) have no obligation whatsoever to the Recreationist to maintain any roads, bridges or landings
 - ii) are not responsible to the Recreationist for the condition of any such roads, bridges or landings;
 - iii) do not guarantee access to the Recreationist; and
 - iv) may allow any road or landing on the Private Lands to return to a forested state.
8. The Recreationist shall maintain sufficient public liability and property insurance for their activities and for any assets brought to the Private Lands. The Recreationist assumes all liability for damages caused or incurred by any member of the immediate family, and any other authorized or unauthorized persons or pets (animals) affiliated with the Recreationist in any way.

¹ Areas gated and/or posted ‘No Trespassing’ or ‘No Hunting’ at www.wagnerforest.com

² Individuals from the general public who possess a valid Recreational Land Use Permit (“Permit”).

³ Traditional uses including, but not restricted to: hunting, water access, camping, berry picking, photography, ATV and snowmobile use.

9. **The Recreationist will not construct or maintain any permanent structures or make any alterations to the Private Lands.** The Recreationist shall not alter, maintain, or construct any road, bridge, or landing on the Private Lands without the written approval of Wagner.
10. **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 the Private Lands within 14 days of leaving a previous encampment.
11. **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.
12. **The Recreationist will keep their campsites free of potential fire hazards, report all fires on or surrounding the Private Lands; and as required and able, assist with the prevention and control of forest fires.**
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.** The discharge or deposit of any wastewater, sewage, contaminants, or debris of any kind on the Private Lands, or into any body of water (surface or sub-surface), is strictly prohibited.
14. **Wagner will not be held responsible for the quality or condition of any waters originating from the Private Lands.** The Recreationist should know the sources and possible defects of any water used.
15. **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.F. 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.**
16. **Wagner may terminate this Agreement and/or prevent future access to the Private Lands in the event the Recreationist is in violation of any of these permit terms and conditions. Wagner further reserves the right to levy fees or penalties for infractions** such as unauthorized disposal of garbage, waste, other substances or hazardous materials, damage to the forest, or land alterations to any part of the Private Lands.
17. If you have any questions, concerns or comments regarding the permit program or restricted areas, please call (807) 767-5667 Ext. 2. In the event Wagner ceases to be manager of the GTP Lands and/or Forest Roads Inc. Railbed Road, permits issued by Wagner will continue to be valid until their expiration (or early termination with cause). Additional information regarding any successor Owner or manager would be available at wagnerforest.com, or at the above phone number.



**Wagner Private Lands Blocks 1-8 and
Forest Roads Inc. Railbed Road
Recreational Land Use Access**

Permits are available at the following locations:

- 1) D&R Sporting Goods, Thunder Bay
- 2) Fantasy Falls PetroCan, Kakabeka Falls
- 3) XTR Gas Station & Coffee Shop, Upsala
- 4) Sturgeon Lake Lodge, Hwy 599

On line at: <https://www.wagnerforest.com/permits>

Permit Fee Structure:

Permit Type	Age Class	Resident		Non-Resident	
		Daily	Yearly*	Daily	Yearly*
Individual	17-59	\$15	\$70	\$25	\$125
	60+	\$10	\$55	\$20	\$100
Family	17-59 (Couple plus children 16 and under)	\$20	\$95	\$50	\$185
	60+ (Couple)	\$15	\$75	\$40	\$155

*Yearly permits are valid for the calendar year i.e. from January 1 to December 31

Recreationists found on the property without proper authority may be charged with Trespassing or charged a fifty-dollar (\$50.00) administration fee in addition to the price of a yearly permit.

Contact: Forest Certification Coordinator
 Phone: 1-807-767-5667 Ext 2
 E-mail: Spurves@wagnerforest.com
 Website link: www.wagnerforest.com