



## **DARKWOODS 2024 GENERAL PUBLIC ACCESS PERMIT AND RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS**

(hereinafter the "Permit")

**Permit not valid unless *signed and initialled* by the Permit Holder and returned to NCC at: [canadian.rockies@natureconservancy.ca](mailto:canadian.rockies@natureconservancy.ca).**

The Nature Conservancy of Canada ("**NCC**") is the owner of certain lands known as the **Darkwoods Conservation Area** and more particularly described as Sublot 1, Sublot 6 and Sublot 7 of District Lot 2381, District Lot 15184 and District Lot 887, Kootenay District (the "**Lands**"). NCC jointly owns Sublot 6 of District Lot 2381 with Her Majesty the Queen in Right of the Province of British Columbia (the "**Province**").

This Permit provided by NCC allows entry by the undersigned (the "**Permit Holder**") to the Lands during the period of **June 1<sup>st</sup>, 2024 – September 30<sup>th</sup>, 2024**, through the Porcupine and Bluebird/Jersey road systems, subject to the provisions contained herein.

**Any person who enters on to the Lands without obtaining a permit will be guilty of trespass and will be liable to prosecution. In order to be valid and in effect, this Permit must be fully executed and must accompany the Permit Holder while on the property.** Failure to carry this signed Permit while on the Lands renders it null and void.

### **ACCESS TO THE LANDS**

While accessing the Lands the Permit Holder:

- WILL NOT camp overnight on the Lands unless granted express written permission by NCC;
- WILL NOT light campfires except at designated locations at Tye. NCC reserves the right to prohibit such campfires during any period that they determine present significant fire risk;
- WILL NOT travel off the main roads with all terrain vehicles, dirt bikes, e-bikes, snowmobiles or motorcycles;
- WILL NOT use any cabins on the Lands except by express written permission from NCC;
- WILL NOT travel by vehicles of any type on any skid trail or soft haul roads on the Lands;



- WILL NOT cut or remove firewood from the Lands;
- WILL NOT cause any damage to the Lands or any buildings, signs or equipment thereon;
- WILL NOT hunt, chase or trap wildlife or transport, permit to be transported, nor carry or convey or permit to be carried or conveyed any animal carcass or any part thereof over the Lands;
- WILL remove all garbage;
- WILL observe all posted signs or other rules set by NCC concerning the Lands;
- WILL report vandalism, theft or breach of any of the provisions herein to NCC administration offices;
- WILL ensure campfires comply with all BC Ministry of Forests issued fire restrictions and prohibitions; and
- WILL properly attend all campfires until they are completely extinguished, build the same only in open areas at least 30 feet away from any tree, forest or logs and to use only dead and downed wood for firewood.

Access to the Lands shall be made only by Bluebird and Jersey roads over Crown land or by Porcupine Road over both Crown land and the private parcel legally described as Sublot 2, District Lot 2381, Kootenay District, Plan X-74 (the "**Adjacent Parcel**"). This Permit specifically prohibits access to the Lands through the gate and bridge at Hidden Creek and the access to the Lands at Wildhorse (Ymir Creek), Bayonne, Sheep, Topaz, Nugget, Newington, Oscar, Hughes, and Diana Creek roads.

This Permit applies to the Lands only and no permission, express or implied is granted to use or enter upon any adjacent or nearby lands and obtaining permission for any entry onto or use of such lands is solely the responsibility of the Permit Holder.

A **forestry radio is strongly recommended** as industrial traffic may be on the roads at any time. All vehicle traffic must remain on these main roads. Although there are no designated trails on the property, **travel by foot is permitted off the main roads**. The top of **Mt. McGregor can be accessed** via the Laib Creek Road and McGregor Road. Vehicles can be parked at the end of the road, and hikers can follow the old lookout road to the summit. See the attached map for details.

This Permit to enter the Lands granted herein is a licence only and may be revoked by NCC at any time. In the event of such revocation while the Permit Holder is on the Lands, the Permit Holder shall leave the Lands as soon as practicable after receiving notice of the revocation of this Permit. In the event of failure to do so, they shall be liable to prosecution for trespass. NCC

reserves the right to refuse entry on to the Lands by the Permit Holder.

Notwithstanding anything contained herein, this permit is void and of no force or effect whatsoever, and all privileges granted hereby are revoked upon the pronouncement of an order by authorized Ministry agencies closing the Lands.

### ASSUMPTION OF RISK

The Permit Holder is aware that use of the Lands involves many risks, dangers and hazards, foreseen and unforeseen, which may result in damage, loss, physical injury or death. Risks, dangers, and hazards that may occur on the Lands include, but are not limited to:

- Natural and man-made hazards on the Lands, including but not limited to steep, rugged and uneven terrain; unpredictable snow conditions and avalanche risk; landslide; rockfalls; tree falls; floods; variable and extreme weather conditions; roads, trails, paths, bridges, stairs, handrails and guardrails that are not regularly maintained and inspected and may be in a hazardous or dangerous condition; traffic on roads and railway tracks; road construction or deactivation activities; forestry activities; absence of footholds, handholds, guardrails, and fences; absence of signs warning of hazards;
- Wildlife that may attack, injure or kill humans, including bears and cougars;
- Limited or no availability of first aid, medical care, communications facilities, or search and rescue in the event of an accident;

### RELEASE OF LIABILITY AND WAIVER OF CLAIMS

Permit the “**Releasees**” means NCC, the Province and their officers, agents, representatives, employees, volunteers, independent contractors, subcontractors, sponsors, successors and assigns.



In consideration of the Releasees allowing the Permit Holder to enter onto the Lands and to make recreational use of the Lands, the Permit Holder hereby agree as follows:

**TO WAIVE ANY AND ALL CLAIMS** that the Permit Holder has or may in the future have against the Releasees and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that the Permit Holder may suffer or that the Permit Holder's next-of-kin may suffer as a result of my entry onto the Lands and my recreational use of the Lands DUE TO ANY CAUSE WHATSOEVER, including but not limited to:

- negligence of the part of the Releasees;
- breach of contract by the Releasees;
- *Occupiers Liability Act*, RSBC 1996, c. 303, on the part of the Releasees; and
- the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of the Lands and the recreational use of the Lands, some of which are referred to in the Assumption of Risks section of this Permit.

To waive any and all claims that the Permit Holder has or may in the future have against the registered owner of the Adjacent Parcel and to release the registered owner of the Adjacent Parcel from any and all liability for any loss, damage, expense or injury including death that the Permit Holder may suffer or that the Permit Holder's next-of-kin may suffer as a result of my use of Porcupine Road over the Adjacent Parcel to access the Lands.

**SAFETY:** In accepting this Permit, the Permit Holder is not relying on any oral, visual or written representations or statements made by the Releasees with respect to the condition of the Lands or the safety of the Lands for recreational use other than what is set forth in this Permit.

**INSURANCE:** The Permit Holder is aware that the Releasees do not provide the Permit Holder with any disability, accident, liability or medical insurance or compensation, should the Permit Holder become injured or die or cause personal injury or property damage to any third party while making recreational use of the Lands.

<b>Planned Date(s) of Visit:</b>	
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<b>Destination:</b>	
<b>Make, Model and Licence Plate:</b>	

I, \_\_\_\_\_ understand the risks, responsibilities and limitations of this permit and accessing the Lands.

Signature of permit holder:	
Date:	

**For multiple people on one trip, names and signatures for all persons is required below:**

[illegible]



<b>Name:</b>	<b>Signature:</b>
<b>Name:</b>	<b>Signature:</b>
<b>Name:</b>	<b>Signature:</b>