

## ELLICE SWAMP & GADS HILL SWAMP ADMISSION AGREEMENT TO ENTER TO RETRIEVE GAME: TERMS & CONDITIONS

- 1. The Permit Holder covenants with the Upper Thames River Conservation Authority (herein called the "Authority") as follows:
  - a) To only retrieve game within the areas specified;
  - b) To leave the area used in a clean and undamaged condition;
  - c) To obtain permission from adjacent landowners if entering or accessing through other property;
  - d) To only enter onto Authority lands to retrieve game in compliance with the Fish and Wildlife Conservation Act and to do so without a firearm unless express permission has been given by the Authority and this permission may be expressed or requested at such time where the animal has not expired;
  - e) To be responsible for the effective control of any and all persons in circumstances connected with this agreement;
  - f) To carry the admission agreement's assigned 'permit card' to Enter to Retrieve Game at all times while entering onto designated Authority land(s);
  - g) To not assign or transfer the granted 'permit card' to Enter to Retrieve Game or the connected 'Vehicle Identification Permit card';
  - h) To carry their UTRCA permit card, all applicable valid hunting license(s), and have a valid minimum liability insurance of \$2 million for their hunting activities at all times while on Authority owned and managed property;
  - To comply with all provisions of the Conservation Authorities Act and any amendments thereto, and with any regulations, by-laws and amendments in force from time to time and all other rules and regulations pertaining to Authority properties;
  - j) To comply with and abide by all federal, provincial and municipal laws, including those laws specifically regulating hunting activities while on Authority property.
- 2. That in the case the land use recreational Permit Holder shall:
  - Fail or refuse to comply with the orders or requests of the Conservation Authority Designate; or
  - Permit any conduct or act that, in the opinion of the Conservation Authority Designate, is improper or renders it inadvisable that the Permit Holder be allowed to continue to carry on under this permit; or
  - Fail to comply with the terms and conditions herein;

Then the Conservation Authority Designate may forthwith terminate this Agreement.

- 3. That in case payment of fees and all other monies is not made in accordance with the terms and conditions, the 'Admission Agreement to Enter to Retrieve Game' may be cancelled immediately by the Conservation Authority Designate without prejudice to the Authority's right to recover monies due or owing under this Agreement.
- 4. The Permit Holder agrees that the Authority shall not be liable for any loss or damage sustained by the Permit Holder resulting directly or indirectly from the revocation, cancellation or suspension of this Agreement for any reason at any time nor shall it be liable for the loss of or injury to any property, goods or effects of the Permit Holder due to any cause whatsoever.
- 5. The Permit Holder does hereby covenant and agree to indemnify and save harmless the Authority, its successors and assigns, Her Majesty the Queen in the right of the Province of Ontario, of and from any and all manner of claims, damages, loss, costs or charges whatsoever occasioned to or suffered by or imposed upon the Authority, its successors and assigns, Her Majesty the Queen in the right of the Province of Ontario or the property of the Authority, either directly or indirectly, in respect of any matter or things in consequence of or in connection with or arising out of the Permit Holder's use of any specified area or out of any operation connected therewith or in respect of any accident, damage, loss or injury to any person, animal or things by, from or on account of the same.