

212 River Drive, Suite #2 Wausau, WI 54403 (715) 261-1550 parkforestry@co.marathon.wi.us

County Forest Undesignated Camping Terms and Conditions

Permit is subject to the following conditions:

- 1. Each camping unit requires its own permit
- 2. This permit is authorized by the Forestry / Recreation Committee of the County Board of Supervisors, as provided in the Marathon County Forestry Ordinance.
- 3. The permittee shall take all reasonable precaution to prevent and suppress fires and must observe all fire regulations set forth by the Department of Natural Resources.
- 4. The permittee must not block forest unit gates with vehicles or they will be towed at owners expense.
- 5. The permittee must carry out all garbage and other litter and police their campsite so as to leave it in as natural a condition as possible before vacating the campsite.
- 6. If available, the permittee must use any toilet in the vicinity of the camp site, otherwise bury human waste in a one-sit hole, 6-8 inches deep at least 200 feet from any waterway or trail. Remember to pack out your toilet paper and feminine hygiene products.
- 7. The permittee is prohibited from bringing any firewood to the County Forest Unit. The permittee is permitted to utilize dead and down trees found at the County Forest Unit for fuelwood. No standing live or dead trees are to be cut.
- 8. This permit may be revoked at any time when the permittee or any member of his family or guests shall have been convicted of a violation of the State game laws or forest fire laws, or the regulations of this permit as herein provided. Furthermore, in the event of such conviction, no future permits will be issued to said permittee for a period of five (5) yrs.
- 9. The individual making the reservations(s) will be responsible for the actions and conduct of all persons at any campsite(s) during the reservation period(s).
- 10. This permit cannot be reassigned and is subject to all valid claims

<u>Waiver</u>

Applicant agrees to indemnify and save harmless the Forestry/Recreation Committee and Marathon County, and their employees, elected and appointed officials, and agents from any and all liability from claims of bodily injury, property damage, or any other nature whatsoever arising out of the use of Wausau or Marathon County properties herein specified.

I have read and agree to abide by the above conditions formulated by the Forestry/Recreation Committee for the use of Marathon County Forest Units. Applicant understands that inaccurate information is grounds for cancellation of any reservation granted and may jeopardize future reservations.

Assumption of Risk/Responsibility

As lawful consideration for being permitted to participate in the activity, use a facility or participate in a program described herein, the user hereby agrees on behalf of themselves, or any other participant described herein as well as guests, agents, invitees or others present (if applicable), to assume the risk and accept responsibility for any personal injury, including death, and damage to property they might incur as the result of the activity, facility use or program described in this agreement.

I agree to abide by all rules and regulations formulated by the Wausau/Marathon County Parks Recreation and Forestry Department for the use of buildings and facilities.

Standard Release/Indemnification/Duty to Defend/Hold Harmless

The user hereby agrees to release, indemnify, defend, and hold harmless the City of Wausau, Marathon County and the Wausau/Marathon County Parks Recreation and Forestry Department, their officials, officers, employees

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and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, arising from the activity, facility use or program described in this agreement.

City of Wausau, Marathon County Wausau/Marathon County Parks Recreation and Forestry Department does not waive, and specifically reserves, its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

Survival

All express representations, indemnifications and limitations of liability included in this agreement will survive its completion or termination for any reason.

Revocation

The Wausau & Marathon County Parks, Recreation & Forestry Department reserves the right to revoke this permit at any time, for any reason, if it is deemed by the Wausau & Marathon County Parks, Recreation & Forestry Department to be necessary to protect safety, life and property, or to be in the best interest of the City of Wausau and/or Marathon County.

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