

**The following is a consolidated copy of the regional district parks regulations bylaw and includes the following bylaws:**

<b>Bylaw No.</b>	<b>Bylaw Name</b>	<b>Adopted</b>	<b>Purpose</b>
103	Electoral Areas Parks Regulations Bylaw No. 103, 2010	April 27, 2010	To provide rules and regulations governing the use, management, improvement, operation, and control of regional district parks
168	Electoral Areas Parks Regulations Bylaw No. 103, 2010, Amendment No. 1	May 3, 2011	To add several recently acquired and/or newly named parks and to apply certain regulations to some of those parks
201	Electoral Areas Parks Regulations Bylaw No. 103, 2010, Amendment No. 2	January 31, 2012	To change the name of a park on Denman Island from McFarlane Park to Maple Park
333	Electoral Areas Parks Regulations Bylaw No. 103, 2010, Amendment No. 3	June 24, 2014	To include several new or expanded parks, revise the name of some existing parks, add the Royston to Cumberland Railway Trail as a park designated for horses and add a fireworks regulation.
449	Electoral Areas Parks Regulations Bylaw No. 103, 2010, Amendment No. 4	November 29, 2016	To include new parks and greenways and to update park regulations with respect to Pinecrest Park
516	Electoral Areas Parks Regulations Bylaw No. 103, 2010, Amendment No. 5	March 27, 2018	To include new parks and greenways and to update park regulations

536	Electoral Areas Parks Regulations Bylaw No. 103, 2010, Amendment No. 6	June 26, 2018	To amend the parks regulations bylaw to correct an administrative error and update the vehicle control regulations
610	Electoral Areas Parks Regulations Bylaw No. 103, 2010, Amendment No. 7	March 31, 2020	To include new parks and greenways and to update park regulations
693	Electoral Areas Parks Regulations Bylaw No. 103, 2010, Amendment No. 8	January 25, 2022	To update the bylaw to add recently acquired, expanded and/or newly named parks, and to update and apply certain parks regulations
767	Electoral Areas Parks Regulations Bylaw No. 103, 2010, Amendment No. 9	June 6, 2023	To include new parks and trails.
829	Electoral Areas Parks Regulations Bylaw No. 103, 2010, Amendment No. 10	June 11, 2024	To add recently acquired, expanded and/or newly named parks.

**This bylaw may not be complete due to pending updates or revisions and therefore is provided for reference purposes only. THIS BYLAW SHOULD NOT BE USED FOR ANY LEGAL PURPOSES. Please contact the corporate legislative officer at the Comox Valley Regional District to view the complete bylaw when required.**

## **COMOX VALLEY REGIONAL DISTRICT**

### **BYLAW NO. 103**

#### **A bylaw to provide rules and regulations governing the use, management, improvement, operation, and control of regional district parks**

**WHEREAS** the Electoral Areas A, B and C Parks and Greenways Service was established by the adoption of Bylaw No. 2925 being “Electoral Areas ‘A’, ‘B’ and ‘C’ Parks and Greenways Service Bylaw No. 2925, 2006” on the 27<sup>th</sup> day of November 2006;

**AND WHEREAS** under section 796.2 of the *Local Government Act* a regional district may regulate in relation to a service;

**AND WHEREAS** under section 363 of the *Local Government Act* a regional district may impose a fee or charge payable in respect of all or part of a service of the regional district;

**NOW THEREFORE** the board of the Comox Valley Regional District in open meeting assembled enacts as follows:

#### **Citation**

1. This Bylaw No. 103 may be cited for all purposes as the “Electoral Areas Parks Regulations Bylaw No. 103, 2010”.

#### **Interpretation**

2. In this bylaw unless the context otherwise requires

“Attractant”	means food or food waste, meat, a carcass or part of a carcass of an animal or fish, compost or any other waste that could attract wildlife
“Board”	means the board of the Comox Valley Regional District.
“Commercial activity”	means the sale or rental of goods or services.
“Cycle”	means any self-propelled wheeled vehicle including a bicycle, mountain bike and tricycle; but excluding a wheel chair.

“Ebike”	means a motor assisted cycle that weighs less than 40kg and has a wheel diameter equal to or larger than 660 mm and does not include motorbikes, motorcycles, ATV’s, or other motorized vehicle, and is in accordance with the motor assisted cycle regulation BC Reg 151, 2002 as amended.
“Fireworks”	means fireworks as defined in Class 7.2.1 and 7.2.2 of the <i>Canada Explosives Act</i> .
“Natural materials”	means vegetation of any kind, soil, gravel, rock, mineral, wood, driftwood, fallen timber, or any other material occurring naturally in the Park, whether animate or inanimate.
“Parking or parked”	means to station any vehicle.
“Pedestrian”	means a person traveling on foot, in a wheel chair, or an infant or young child in a stroller or perambulator.
“Regional district”	means Comox Valley Regional District.



“Regional district park”	<p>means any property that:</p> <ol style="list-style-type: none"><li>i. the regional district has possession and control of pursuant to sections 904 and 941 of the <i>Local Government Act</i>;</li><li>ii. for the purposes of park, the regional district holds in fee simple, by lease, license, permit, covenant, statutory right-of-way, easement, or occupancy or access agreement;</li><li>iii. the regional district acquires possession or control of for the purposes of park, subsequent to the enactment of this bylaw; and,</li><li>iv. includes property commonly referred to as regional park, community park, community recreation park, coastal recreation park, marine park, nature park, wildlife corridor, forest, greenway, ecological reserve, conservation area, marsh, beach access and boat ramp.</li></ol>
“Regional district trail”	<p>means any maintained path or trail designated recreation throughout a regional district park.</p>
“Smoke” or “Smoking”	<p>means to purposely inhale or exhale smoke from or burn or carry, a lighted cigarette, cigar, pipe, hookah pipe, or other lighted smoking equipment that burns tobacco or other substance, but does not apply to the ceremonial use of tobacco in connection with a traditional aboriginal cultural activity.</p>
“Special use”	<p>means any service, activity or event which attracts or requires participants or spectators, and includes, but is not restricted to, a festival, sport competition, tournament, group training or group lesson, regatta, animal show, fishing derby, orienteering, operation of a model airplane, model boat or model car and television or motion picture filming.</p>

- “Wildlife” means all amphibians, reptiles, birds, and mammals, both native and not native to the Province, excluding any domesticated animals under the control of a human.
- “Under control” means a leashed or unleashed animal is under control when it meets all of the following:
- i. it is on a travelled surface of trail and within 10 m (30 feet) of the person who has care and control of it; and
  - ii. it immediately returns when called by the person who is caring and in control of it; and
  - iii. it is not molesting, harassing, or attacking any person or animal.

### **Jurisdiction**

3. This bylaw is applicable to and enforceable within Electoral Areas A, B, and C.

### **Responsibility**

4. (1) The Manager of Bylaw Compliance and Special Investigations, the General Manager of Community Services, the Manager of Parks, the Bylaw Compliance Officers, the Parks Planners and the Parks Technicians of the regional district and agents of the regional district are authorized to administer this bylaw.
- (2) The Manager of Bylaw Compliance and Special Investigations, the General Manager of Community Services, the Manager of Parks, the Bylaw Compliance Officers, the Parks Planners and Parks Technicians of the regional district, agents of the regional district and members of the Royal Canadian Mounted Police (RCMP) are authorized to enforce the provisions of this bylaw.

### **Regional district parks**

5. The properties that are identified in Schedules A and F to this bylaw are regional district parks.

### **Regulations governing park use**

6. (1) The regulations governing park use are outlined in the sections below of this bylaw and in Schedules A to F attached to and forming part of this bylaw.

- (2) The following rules and regulations apply to all regional district parks, as listed in Schedule A and shown in Schedule F.
- (3) Unless authorized by a park use permit, only non-commercial recreational uses are permitted in regional district parks.
- (4) All regional district parks shall be closed to use between the hours of 11:00 pm and 5:00 am the following morning unless otherwise designated by this bylaw.
- (5) Pinecrest Park shall be closed to use between dusk and dawn.

### **Smoking**

7. A temporary smoking ban can be placed on park facilities by the regional district posting no smoking signs or by a fire chief order.

### **Animals**

8.
  - (1) No person shall ride, lead, or have charge of, any horse or other riding animal in a park except on the multi-use trails within those parks designated in Schedule B.
  - (2) No person shall cause or permit any animal owned by him or in his control to be or remain at large in a park.
  - (3) No person shall bring one or more dogs into a park without a valid licence.
  - (4) Anyone entering a park with a dog(s) shall:
    - (a) keep the dog(s) under control at all times;
    - (b) keep the dog(s) leashed within those parks designated in Schedule B, or when requested by anyone authorized to administer this bylaw;
    - (c) restrain or remove the dog(s) from a park when requested by anyone authorized to administer this bylaw;
    - (d) carry at all times and use as needed a leash and collar for each dog; and;
    - (e) remove from the park the feces deposited by that dog in accordance with the animal control bylaw.
  - (5) No person shall, in any park:
    - (a) feed or attempt to feed wildlife;

- (b) provide, leave or place an attractant in a manner that attracts or could attract wildlife.

### **Camping**

- 9. No person shall use a park for the purpose of camping, tenting, or overnight accommodation nor use a boat or vessel as a residence or overnight accommodation while moored in a park except by written permission of the regional district.

### **Damage**

- 10. No person shall remove, destroy, cut or damage any natural features or manmade facilities in a park except by written permission of the regional district.

### **Fires**

- 11. (1) No person shall kindle, build, light, maintain, or use any fire at any location in a park other than a fire in a fire ring or receptacle provided for the purpose at Joe Walker Park, Royston Seaside Trail or Goose Spit Park by the regional district, and in accordance with regulations in 10(2) below. The prohibition under this section does not include the use of a portable hibachi, barbecue, or propane stove.
- (2) Fires shall be permitted year round at Joe Walker Park and Royston Seaside Trail. Beach fires shall be permitted at Goose Spit Park between and including May 1<sup>st</sup> and the first Monday of September only and in accordance with the following:
  - (a) fires will be located only within a fire ring or receptacle provided for the purpose by the regional district;
  - (b) no person shall burn any unsuitable materials including but not limited to driftwood, organic yard waste, house hold waste, plastic, rubber, flammable or combustible liquid, or any treated lumber, or construction debris, or toxic waste;
  - (c) no person shall build a fire exceeding 1 meter in height and 1 meter in diameter;
  - (d) a pail of water containing at least 10 liters must be kept at each fire at all times;
  - (e) all fires must be extinguished by no later than 11:00 pm; and,
  - (f) fires can be banned at these facilities by the regional district posting fire closures or by a fire chief order.

### **Firearms and hunting**

12. No person shall hunt in a regional district park nor discharge any firearm, bow or crossbow except by written permission of the regional district.

### **Fireworks**

13. No person shall ignite fireworks in a regional district park or trail except by written permission of the board.

### **Garbage**

14. (1) No person shall deposit, carry or transport into a park any garbage, sewage, refuse, empty or broken bottles, tin cans, cartons, paper, obnoxious material, or other waste of any kind other than in a receptacle provided for that purpose.
- (2) No person shall, in any park, deposit or dump any household, business, construction or garden waste, including in any park waste receptacle.

### **Park maintenance and development**

15. This bylaw shall not be interpreted as impairing or preventing the regional district or its employees, contractors and agents from carrying out maintenance and park development work.

### **Park use permit**

16. (1) No person shall, in a park, conduct or carry out any special use except where authorized by a park use permit as outlined in Schedule D.
- (2) The holder of a park use permit must maintain the area used under the permit in a neat and clean condition such as but not limited to the removal of all garbage and litter.
- (3) A park use permit may require but is not limited to the following:
- (a) that the activity be confined to a specific location, that the activity be restricted to certain days and hours, and that the activity be restricted to those specified by permit;
  - (b) the permittee to make one or more of the following provisions:
    - i. the removal of garbage generated by issuance of the permit to supply, install and service additional garbage receptacles; or pay for additional service call(s) as supplied by contract to the regional district for garbage removal during the duration of the permit; or

- ii. toilet facilities during the period of the permit to supply, install, service and remove portable toilets; or pay for additional service call(s) as supplied by contract to the regional district for sanitary pump-out of existing on-site toilets; or
  - iii. specify conditions regarding the use of generators, signage, parking and lights or other items required during an activity; or
  - iv. require the permittee to make one or more of the following provisions for parking during the duration of the permit: to supply and supervise parking attendants to ensure public roads remain open at all times and that the parking capacity of the park is not exceeded; or pay for additional service call(s) as supplied by contract to the regional district for parking and traffic control during the duration of the permit.
- (4) The General Manager of Community Services, the Manager of Parks, the Parks Planners, and the Parks Technicians of the regional district may:
  - (a) refuse to issue a park use permit to any persons or group who has previously contravened this bylaw;
  - (b) refuse to issue a park use permit if the application does not conform to the tenure conditions of the park;
  - (c) refuse to issue a park use permit if the application does not conform to the policies of the master plan of the park; or
  - (d) revoke a park use permit if the special use is conducted in a manner that contravenes this bylaw.
- (5) The General Manager of Community Services, the Manager of Parks and the Parks Planners of the regional district may issue a park use permit for special use if all of the following criteria are met:
  - (a) the special use conforms with the policies of the master plan for that park;
  - (b) the location used is selected with a sensitivity to the park or trail resources and the experience of other park visitors;
  - (c) the special use will not cause negative environmental impact;
  - (d) a park use permit applicant has completed a park use permit application and the permit fee and damage deposit has been paid in advance in accordance with Schedule C;

- (e) the park use permit applicant has been notified that site cleanup costs, if applicable, are due no later than 30 days from the last date of special use on the park use permit and if payment is not received then the damage deposit will be forfeited;
  - (f) proof of comprehensive general liability insurance is provided in accordance with Schedule D; and
  - (g) a release and indemnification form is signed by the park use permit applicant in accordance with Schedule D.
- (6) All special uses sponsored by an incorporated non-profit society, a local recreation commission or a youth-oriented group, including, but not restricted to, school groups, cubs, scouts, guides and other groups which primarily cater to young people under the age of 18 years, are exempted from paying a permit fee or a damage deposit.
- (7) The General Manager of Community Services or the Manager of Parks of the regional district may waive or reduce the refundable damage deposit requirement where the activity being permitted in the park is unlikely to cause any damage to park facilities.

### **Research permits**

- 17. No person shall, in a park, conduct or carry out any research except where authorized by a research permit as outlined in Schedule E. Researchers must submit a research permit application to the regional district and comply with all conditions outlined in Schedule E.

### **Storage**

- 18. No person, including an owner of property adjacent to a park or trail, shall use a park for storage of items such as but not limited to vehicles, boats, trailers, or any materials of any kind, except by written permission of the regional district.

### **Vehicle control**

- 19. (1) No person shall in a regional district park drive, propel, park or otherwise operate a motor vehicle, motorcycle, dirt bike, all-terrain vehicle or other motorized vehicle:
  - (a) on a trail with the exception of a wheelchair or mobility device;
  - (b) in a closed park or closed parking area;
  - (c) below the natural boundary or high tide mark;

- (d) in such a manner that damages natural features, park facilities or improvements;
  - (e) in such a manner as to impede intended use of the park.
- (2) No person shall in a regional district park ride an ebike or cycle:
  - (a) in a closed park or closed parking area;
  - (b) below the natural boundary or high tide mark;
  - (c) on trails that are not designated for such use;
  - (d) in such a manner as to damages natural features, park facilities or improvements.
- (3) No person under the age of 16 years shall operate an ebike in a regional district park.
- (4) Any motor vehicle parked in violation of this bylaw may be removed and impounded, and the owner of the motor vehicle shall pay the cost of removal and impoundment before the motor vehicle is returned to the said owner.
- (5) Motor vehicles, ebikes and cycles used by authorized personnel for parks maintenance, park patrols, security, or where the regional district has granted permission in writing shall be exempt from the above. In regional district parks where a public road allowance forms part of the trail system vehicle use is permitted by those with an access permit from the Ministry of Transportation and Infrastructure.
- (6) No person shall stop or park a vehicle in a space designated for persons with disabilities unless a valid disabled parking permit is visible and legible from outside the vehicle unless the space is signed otherwise.

### **Enforcement**

20. The enforcement of the provisions within this bylaw occurs in accordance with the Comox Valley Regional District enforcement policy.

### **Penalty**

21. Any person who contravenes a provision in this bylaw, or who suffers or permits any act or thing to be done in contravention of this bylaw, or who refuses, omits, or neglects to fulfill, observe, carry out or perform any duty or obligation imposed in this bylaw is guilty of an offence and :



- (a) on summary conviction is liable to a fine of not less than \$500 and not more than \$10,000; or
- (b) on conviction of a ticket offence under the Municipal Ticket Information Bylaw, is liable for the fine imposed under that bylaw.

**Severability**

22. If any provision of this bylaw is held to be beyond the power of the regional district or otherwise invalid by any court of competent jurisdiction, then the provision may be severed from the bylaw without affecting the validity of the remainder of the bylaw.

**Repeal**

23. The following bylaws and all amendments thereto are hereby repealed:
- (1) Bylaw No. 1465 being “Glover Community Nature Park Rules and Regulations Bylaw, 1992”; and
  - (2) Bylaw No. 2027 being “Parks Rules and Regulations Bylaw, 1998, Amendment No. 12, 2009”.

**SCHEDULE A - Comox Valley Regional District Parks**

<b>Electoral Area</b>	<b>Name</b>	<b>Electoral Area</b>	<b>Name</b>
A	Arthurs Park	A	Morning Beach Park
B	Avonlee Greenway	C	Mountain Spirit Nature Park
B	Back Road Greenway	A	Mt. Geoffrey Bench Park
B	Barbara Road Greenway	A	Mt Geoffrey Nature Park
A	Baynes Park	B	Nob Hill Greenway
C	Bear Creek Nature Park	C	Nymph Falls Nature Park
A	Beulah Creek Nature Park	C	One Spot Trail
A	Bill Mee Park	C	Pearl of the Oyster Park
C	Bracken Park	A	Periwinkle Park
A	Briardale Park	C	Piercy Bridge Greenway
A	Clamshell Park	A	Piercy Park
C	Conservation Area 9836	C	Pinecrest Park
B	Croteau Beach Greenway	A	Railway Grade Connector Trail
B	Daye Road Park	A	Ravine Nature Park
A	Denman Cross-Island Trail	A	Roy Creek Park
C	Dove Park	A	Royston Seaside Trail
C	Driftwood Marine Park	A	Royston to Cumberland Railway Trail
B	Dyke Road Greenway	A	Sandpiper Beach Park
B	Dyke Road Park	B	Sandpines Park
C	Eagles Drive Park	C	Sarah & Brian McLoughlin Park
C	Eagles Greenway	C	Saratoga Beach Access
A	Emerton Park	C	Saratoga Park
B	Foden Park	C	Schultz Greenway
A	Glover Community Nature Park	B	Seal Bay Forest and Nature Park
B	Goose Spit Coastal Recreation Park	B	Seacliff Park
A	Grassy Point Park	B	Sea Terrace Park
A	Gull Road Greenway	B	Shingle Spit Boat Launch
B	Harvard Beach Access	A	Ships Point Park

B	Hawkins Greenway	A	Ship Peninsula Park
C	Headquarters Townsite Park	A	South Macaulay Heights Park
A	Hidden Park	C	Spike Road Park
A	High Salal Park	C	St. John's Point Park
C	Hillview Greenway	A	Stanehill Park
A	Hornby Roadside Trail	A	Summer Greenway
B	Huband Park	B	Tralee Park
B	Hudson Park	A	Trent River Green way
A	Hyland Road Greenway	A	Trillium Park & Greenways
C	Jack Shark Park	B	Tsolum River Commons
A	Joe Walker Park	C	Tsolum Spirit Park
B	King Coho Greenway	A	Union Bay Connector
B	Lazo Wildlife Park	A	Union Bay Greenway
B	Little River Nature Park	A	Union Bay Nature Park
B	Loxley Park	A	Vivian Way Beach Access
C	Macaulay Heights Park	A	Wells Park
A	Maple Park	C	Wildwood Marsh
C	Maris Nature Park	C	Wilfred Road Conservation Area
C	Masters Greenway & Wildlife Corridor	C	qax mot Conservation Area.
A	Montrose Park		

## **SCHEDULE B**

### **Comox Valley Regional District Animal Control Measures**

#### **Designated parks for horses**

1. Horses are permitted on the multi-use trails of the following parks:
  - (a) Avonlee Greenway
  - (b) Bear Creek Nature Park
  - (c) Gull Road Greenway
  - (d) Headquarters Townsite Park
  - (e) Hillview Greenway
  - (f) Hornby Roadside Trail
  - (g) Loxley Park
  - (h) Macaulay Heights Park
  - (i) Mt. Geoffrey Nature Park
  - (j) Nymph Falls Nature Park
  - (k) One Spot Trail
  - (l) Piercy Bridge Greenway
  - (m) qax mot Conservation Area
  - (n) Royston to Cumberland Railway Trail
  - (o) Railway Grade Connector Trail
  - (p) Seal Bay Forest and Nature Park
  - (q) South Macaulay Heights Park
  - (r) Spike Road Park
  - (s) Tsolum Spirit Park
  - (t) Union Bay Nature Park

#### **Dogs Must Be Leashed in Parks**

2. Dogs must be leashed in the following parks as specified during the months indicated:

<b>Park</b>	<b>Months</b>
Goose Spit Coastal Recreation Park	March 1 to May 20
Conservation Area 9836	
Lazo Wildlife Park	January to December inclusive
Little River Nature Park	
Masters Wildlife Corridor	
Maris Nature Park	
One Spot Trail	
qax mot Conservation Area	
Royston Greenway	

Seal Bay Forest and Nature Park (East of Bates Road, Melda's Marsh Loop and Creek Trail)	
Spike Road Park	
Wildwood Marsh	
Wilfred Road Conservation Area	
Seal Bay Forest and Nature Park (All Trails)	April, May and June
Bear Creek Nature Park (inclusive in areas under licence to the Oyster River Enhancement Society and other areas identified with signage)	August to December

### SCHEDULE C

**Park Use Permit Fees** - A park use permit application must be completed. Proof of insurance must be submitted with application along with payment of the following fees:

Special Use Category	Non-Refundable Permit Fee	Refundable Damage Deposit	Site Cleanup Costs *	Comprehensive General Liability Insurance
1. Commercial filming, motion picture and television	\$250.00	\$1,000.00	Repair to facilities at Cost PLUS 10% administration charge	\$5,000,000
2. Commercial service or activity, other than 1.	\$100.00	\$100.00		\$2,000,000
3. Non-profit Society organization, activity or event	Fee exempt	Fee exempt		\$2,000,000
4. Local recreation commission activity or event	Fee exempt	Fee exempt		\$2,000,000
5. Activities of youth oriented groups, including but not restricted to, school	Fee exempt	Fee exempt		\$2,000,000

groups, cubs, scouts, guides and other groups which cater to young people under the age of 18 and are under the supervision of a chaperone.				
6. Notwithstanding the above, any special use where attendance is expected to exceed 100 persons	\$100.00	\$500.00		\$2,000,000

**\* Site clean up costs, if applicable, are due 30 days from the last date on the park use permit. If payment is not received then the damage deposit will be forfeited.**

**SCHEDULE D**  
**PARK USE PERMIT**

***This Park Use Permit for \_\_\_\_\_ Park***

***dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.***

**BETWEEN:**

The Comox Valley Regional District  
600 Comox Road , Courtenay, B.C. V9N 3P6  
(hereinafter referred to as the "*Regional District*")

**AND:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as the "*Permittee*")

**WITNESSES THAT WHEREAS** the "*Regional District*" has agreed to grant the "*Permittee*" use of the land (hereinafter referred to as the "Permit Area") described in the attached 'Schedule "A" Permit Area'.

**NOW THEREFORE**, the parties agree as follows:

**Article 1 Grant or Permit**

1. The "*Regional District*", on the terms, conditions of provisions set forth herein, hereby grants the "*Permittee*" permission to enter \_\_\_\_\_ Park (the "Park") and to use the "Permit Area" for the purpose of: .

**Article 2 Duration**

1. The duration of the permit and the permission granted hereby shall be for a term of \_\_\_\_ days/months commencing on \_\_\_\_\_ and ending on \_\_\_\_\_, unless canceled, terminated or renewed in accordance with the terms and provisions hereof.

### **Article 3 Waiver and Indemnity**

1. The "*Permittee*" accepts and will use the "Park" at his/her own risk and agrees that neither the "*Regional District*" nor its respective officers, employees, servants, agents, heirs, successors and assigns, have made any warranties or representations respecting the suitability or condition of the "Park".
2. The "*Permittee*" further agrees that it will indemnify and save harmless the "*Regional District*" and its respective officers, employees, servants, agents, heirs, successors and assigns from and against any and all claims whatsoever, including all damages, liabilities, expenses, costs, including legal or other fees, incurred in respect of any such claim(s) or any action(s) or proceeding(s) brought thereon arising directly or indirectly from or in connection with the granting of this permit and use of the "Park".

### **Article 4 Insurance**

1. Prior to the execution of this Permit, the "*Permittee*" will obtain and maintain comprehensive general liability insurance including, without limitation, coverage for the indemnity provided herein, on terms satisfactory to the "*Regional District*". The "*Regional District*" is to be included as a third party named insured.
2. Such policy will be written on a comprehensive basis with inclusive limits of not less than \$\_,000,000.00 per occurrence, including \$\_,000,000.00 per bodily injury and/or death to any one or more persons including voluntary medical payments as the "*Regional District*" may require from time to time. The policy will contain a clause providing that the insurer will give the "*Regional District*" fifteen (15) days prior written notice in the event of cancellation or material change. The "*Permittee*" will provide the "*Regional District*" with evidence of such insurance coverage in the form of an executed copy of a Certificate of Insurance in a form satisfactory to the "Regional District" ten (10) days prior to the execution of said agreement.
3. It is the sole responsibility of the "*Permittee*" to determine what additional insurance coverages, if any, including but not limited to Workers Compensation and Participants Insurance, are necessary and advisable for its own protection and/or to fulfill its obligations under this contract. Any such



additional insurance shall be maintained and provided at the sole expense to the "*Permittee*".

## **Article 5      Cancellation**

1. The "*Permittee*" understands and agrees that the "Permit" may be revoked or canceled at any time with or without cause. The "*Regional District*" will make every reasonable attempt to provide a minimum 48 hours notice of a cancellation to the "*Permittee*". The "*Permittee*" shall not be entitled to any compensation by the "*Regional District*", whether for damages or otherwise, in respect to the cancellation or termination of a permit.

## **Article 6      General**

1. The Applicant warrants and represents that if s/he executes this Application on behalf of a Group or Organization that the Applicant has sufficient power, authority and capacity to bind the Group or organization with his/her signature.
2. The "Permit" is not transferable by the "*Permittee*".
3. The "*Permittee*" covenants with the "*Regional District*":
  - i) to observe, abide by and comply with all laws, bylaws, orders, directions and regulations of the "*Regional District*" or of any competent government authority in any way affecting the "Permit Area" that the "*Regional District*" may direct by notice in writing to the "*Permittee*";
  - ii) to make reasonable attempts to notify customers / attendees of hazardous or potentially hazardous conditions associated with the provision of the "Permit";
  - iii) to keep the "Permit Area", as outlined in 'Schedule "A" Permit Area', safe, clean and sanitary that the "*Regional District*" may direct by way of 'Schedule "B" Special Requirements';
  - iv) to use and occupy the "Permit Area" only in accordance with the provisions of the "Permit" and the applicable Rules and Regulations, being attached 'Schedule "C" Park Rules and Regulations'.

4. The "*Permittee*" agrees that site clean up costs, if applicable, are due 30 days from the last date on the Park Use Permit and if payment is not received then the damage deposit, where collected, will be forfeited.
5. The "*Permittee*", in consideration of being granted permission to use the Premises, agrees to be bound by the Terms and Regulations referred to above and if the applicant represents a Group or Organization, the Applicant agrees to inform all responsible officials associated with the Group or Organization, of all of the above Clauses.

## **Article 9                      Schedules**

As applicable:	Schedule A	Permit Area
	Schedule B	Special Requirements
	Schedule C	Park Rules and Regulations

## **Article 10    Execution**

I have read the above and fully understand all of the above Clauses and will comply with said document.

\_\_\_\_\_  
Signature of "*Permittee*"  
*District*"

\_\_\_\_\_  
Signature for the "*Regional*

## Schedule E

# Research Permit Application Form

Application must be received fourteen days prior to the date the research will begin. Applicants must be 19 years of age or older. The applicant must agree to conditions specified in the research permit and sign a waiver of liability.

**PART I:** *(to be completed by the applicant)*

Date: \_\_\_\_\_

**Applicant(s):** \_\_\_\_\_

**Company/Organization Name:** *(if applicable)* \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:**

### Time Period of Permit

(day/month/year): \_\_\_\_\_

**Approximate Date(s) of Visit:** \_\_\_\_\_

**Park:** \_\_\_\_\_ **Specific Location:** \_\_\_\_\_

**Park:** \_\_\_\_\_ **Specific Location:** \_\_\_\_\_

**Park:** \_\_\_\_\_ **Specific Location:** \_\_\_\_\_

**Number of Researchers Involved:**

**Research Project Title:** \_\_\_\_\_

**Purpose of Research Project:** \_\_\_\_\_

[illegible]

**Research Project Description:** \_\_\_\_\_

---



---



---



---



---

**Research Methodology:** \_\_\_\_\_

---



---



---



---



---



---



---

- ☐ After hours access required?
- ☐ Does research involve species at risk?
- ☐ Does the research involve in-stream work?
- ☐ Provincial and/or Federal Permit Required? *(please attach copy)*

**Potential impact on park vegetation and/or wildlife (describe):** \_\_\_\_\_

---



---



---

Date Received:		Received by:		File No.:	
----------------	--	--------------	--	-----------	--

### **Research Permit Conditions**

1. A report summarizing the research and its findings will be submitted to CVRD Community Services.
2. Researchers must comply with all CVRD park rules and bylaws as well as provincial and federal acts and regulations.
3. No vegetation or wildlife will be removed from the park, unless specified under special conditions.
4. Trapping is not permitted, unless specified under special conditions.
5. Research must be conducted during park hours, unless specified under special conditions.
6. All flagging tape or markings must be inconspicuous, kept to a minimum and removed when the research is complete.
7. Researchers should wear a high-visibility vest while conducting research in the park
8. Researchers will carry a signed copy of the research permit which may be inspected by CVRD staff and the public at any time.
9. Researchers will respond to inquiries from park visitors in a friendly and courteous manner.
10. If required, researchers will post a sign when in the park with the title of the research project and contact information.

Special Conditions: (To be completed by CVRD community services staff)

1. WorkSafe BC coverage and/or general liability insurance.

### **PART III: WAIVER OF LIABILITY**

In consideration of being permitted to use certain lands and premises owned or under the control of the Comox Valley Regional District (CVRD) known as \_\_\_\_\_

Park(s) (the Premises) and other good and valuable consideration the undersigned agrees:

To indemnify and save harmless the CVRD, its officers, agents and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out, related to, occasioned by or attributable in any way to the activities and use of the Premises by the undersigned, its servants, agents, employees or contractors, excepting always liability arising solely out of the negligent act or omission of the CVRD.

I, \_\_\_\_\_, being the duly designated representative, hereby indicate that I have read and understand the terms of this Research Permit and the Waiver of Liability as it appears above.

I agree to the above terms and conditions described above and will provide CVRD with a written report summarizing the findings of this research project on or before: \_\_\_\_\_.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

### **PART IV – CVRD APPROVAL**

Approved by \_\_\_\_\_ (name)

\_\_\_\_\_ (position)

Permit issued on \_\_\_\_\_ (date)

Permit Expires on \_\_\_\_\_ (date)

Signed \_\_\_\_\_

CVRD Community Services

770 Harmston Avenue, Courtenay, B.C. V9N 0G8

Telephone: 250-334-6000

Fax: 250-334-4358

## SCHEDULE F Park Maps





















































































































































































































































