



Acorn Outdoor Club

Box 275
Fruitvale, B.C.
V0G 1L0

Telephone: 250-367-9299
Fax: 250-984-0871
eMail: monticola@monticola.ca

January 1, 2009

Dear Prospective Member of the Acorn Outdoor Club:

I would like to take this opportunity to inform you about the initial membership applications for the Acorn Outdoor Club, as well as provide you with some background information about the club and its goals. There will be a maximum of 25 memberships issued for the West Kootenay area.

In this information package you will find the following:

- 1) Mission statement**
- 2) Structure of the club**
- 3) Benefits of membership**
- 4) Responsibilities of membership**
- 5) Land owner statement**
- 6) Rules and regulations**
- 7) *Membership application form (to sign and mail/deliver back)***
- 8) *Release of liability form (to sign and mail/deliver back)***

From the Kootenay office you will receive:

- 1) *2 Membership ID cards . 1 for display in your windshield and a wallet card***

Please fill out the attached forms and mail them together with your membership fee of \$ 40.00 – individual, \$80.00 – family (consisting of 2 adults & children under 18 living at home), \$250 – group (max 10 people, all names required), \$15 - Junior (18 years and younger). Please be advised that we are a member club of the BC Wildlife Federation and our members are covered by the liability insurance provided through the BC Wildlife Federation. We are required to submit a list of our members to the BC Wildlife Federation. Your membership in the Acorn Outdoor Club covers the cost of BC Wildlife Federation membership and the associated insurance coverage from the date of registration to the 31st of December 2009.

Please do not hesitate to contact us if you require further information concerning the membership in the Acorn Outdoor Club. We look forward to receiving your application and release forms and welcoming you to the club.

Yours truly,

Rainer Muentner



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MEMBERSHIP APPLICATION FORM

Name of Applicant: _____

Postal & Street Address: _____

City / Town: _____ Postal Code: _____

Telephone: (Home) _____ (Work) _____

Fax: _____ e-Mail: _____

Type of Membership Requested: Hunter _____ General _____

Please check if you would like to be contacted for membership renewal each year

Fees Due (check one): _____ Individual \$40.00,
_____ Junior \$15.00 (18 yrs and younger)
_____ Family \$80.00 (2 adults & children under 18)
_____ Group \$250.00 (max 10 people, all names required)

Method of Payment: Cheque _____ Money Order _____ Cash _____

Signature of Applicant: _____

Area of Interest: Fruitvale _____ Salmo _____

Valid from: January 1, 2009 to December 31, 2009

(Office use only) Member Number: _____
Key Number: _____ Date issued _____ Date returned _____

*Please return top portion with your payment.
Retain bottom portion for your records Thank you.*

Acorn Outdoor Club	
Valid From: January 1, 2009 to December 31, 2009	
Member Name: _____	
Area of Interest: Fruitvale _____ Salmo _____	
Amount Paid _____	Date Paid _____



Acorn Outdoor Club

Rules and Regulations

The Acorn Outdoor Club has two classes of membership 1) General & 2) Hunter. The rules in Schedule A apply to all members, the rules in schedule B apply to the Hunter members only.

Schedule A:

1. General use members may use and enjoy all properties outside of hunting season (Sept.-Jan.). For safety reasons General use members are requested to use only GENERAL USE - NO SHOOTING areas as designated on the West Kootenay map during hunting season.
2. General users should wear a Visible Traffic Vest during hunting season (Sept. – Jan.) for extra safety.
3. Respect the land, improvements to the land, and practise good stewardship. Leave no trace of your activities and collect any garbage you may find.
4. Keep the gates locked as soon as you pass through them. Take good care of the keys and do not copy or pass them on. The keys will have to be returned at the end of each years membership (December 31 of the current year), as the locks will be changed regularly.
5. Only walking, running, bicycle riding, horseback riding, and use of registered cars and pickups will be allowed. The use of motorbikes and ATVs is prohibited on other than designated trails to protect the land from damage.
6. Do not block the gates or the roads for other traffic. Leave enough room for a logging truck to pass your parked vehicle.
7. Always park with the front of the vehicle facing toward the gate, and display the Acorn Outdoor Club ID card in your windshield.
8. Do not use the road systems, or any area marked with signs indicating “ACTIVE LOGGING”, during normal working hours during the week. If you find a gate open during the week, it means there is industrial activity behind the gate, please refrain from entering these areas.
9. The West Kootenay members have access to the Erie Creek cabin, contact Rainer Muenter at 250-367-9299. If you wish to improve areas for camping, please submit a request to the directors.

10. Be respectful to West Kootenay neighbours as you pass by their properties.
11. Report all incidences on the property: trespass, damage, natural hazards and unusual activity to either the Acorn Club or RCMP as necessary.
12. If you encounter somebody who is trespassing onto the property, please inform him/her courteously that they are on private land without permission. Trespassers are obligated by law to identify themselves. Please pass the name and address on to the directors. Avoid conflict or confrontation with trespassers.
13. Presently, we cannot issue guest permits or guest memberships due to liability issues. You can not bring guests.
14. If you encounter other members, please identify yourself as a member, and make every effort to mutually accommodate the desire of all members for the recreational space that is needed.

Schedule B:

The Acorn Outdoors Club strives to provide a place for an undisturbed and safe hunting experience, shared only with people dedicated to ethical hunting practices.

Additional rules relating to hunters:

15. Hunter members are requested to respect all NO SHOOTING areas as designated on the West Kootenay map as well as those included in the Hunting Regulations.
16. Practise good sportsmanship, and apply the principles of wildlife conservation and fair chase.
17. Abide all rules and regulations of the Wildlife Act and the British Columbia Hunting & Trapping Regulations.
18. Study and memorize the maps to avoid taking unsafe shots or upsetting our neighbours.
19. Make every effort to recover wounded wildlife. Ask other members for help if necessary.
20. Do not practise road hunting.
21. When you arrive on the property, park your vehicle inside the gate facing outwards, with the membership ID card in the windshield. If another member is already parked on the road system, move to a different area. Do not hunt past another member's parked vehicle! This will improve every members hunting experience, promote safety, and increase the hunting success.
22. Junior members must be accompanied by an adult.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

PLEASE READ CAREFULLY!

TO: Acorn Outdoor Club (THE "RELEASEE")

Name: Last _____ First _____ Initial _____

Address: _____ Street _____

_____ City _____ Prov. _____ Code _____

I acknowledge that the RELEASEE has, pursuant to a License of Occupation made as of the _____ day of _____ 2009 (the "License") between the RELEASEE and _____ (the "Member") agreed to allow the Member access to the RELEASEE'S lands upon _____ (Location) for the purpose of _____ (list use or uses).

I acknowledge that Member that I have been made aware of the contents of the License of Occupation Agreement, including all terms and conditions contained therein;

I am aware that my automobile insurance is invalid on private roads located on private lands and that many of the roads on the RELEASEE'S property are private roads;

ASSUMPTION OF RISKS

I am aware that by engaging in _____ (use or uses planned) or related activities and accessing the lands of the RELEASEE for these purposes exposes me to risks, dangers and hazards to which I might not otherwise be exposed if I did not participate in such activities. Such risks, dangers and hazards include, but are not limited to, personal injury, disability, death and/or damages to my personal assets and possessions.

RELEASE OF LIABILITY

In consideration of the RELEASEE allowing me to access its property for _____ purposes (use or uses planned) , including _____ and/or related activities (use or uses planned),

I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEE, and TO RELEASE THE RELEASEE from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of or arising in any manner in relation to my access to or presence on or about the RELEASEE'S property, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE RELEASEE;

2. TO HOLD HARLMESS AND INDEMNIFY THE RELEASEE from any and all liability for any damage to property of or personal injury to, me or any third party, resulting from or arising in any manner in relation to my access to or presence on or about the RELEASEE'S property, including, without limitation, the undersigned being allowed to operate a motor vehicle thereon and/or to participate in _____ (use or uses planned) activities thereon;

3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and legal personal representatives, in the event of my death or incapacity;

4. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia; and

5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by any representative of the RELEASEE.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND LEGAL PERSONAL REPRESENTATIVES MAY HAVE AGAINST THE RELEASEE.

Signed this _____ day of _____ 20_____.

Signature: _____ Witness: _____

Print name: _____ Print name: _____

Signature of parent or guardian if applicant under 19 years: _____

Parent/guardian print name: _____

This Agreement must be completed in full, signed, dated and witnessed.



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ACORN OUTDOOR CLUB MISSION STATEMENT

- 1) To provide a safe, enjoyable, and exclusive use of private land
- 2) To enhance, build, and maintain facilities on the private land property
- 3) To protect the exclusivity of use by various user interest groups by co-ordinating hunting use and general use.
- 4) To maintain forestry values of the land while allowing other controlled use.

STRUCTURE OF THE CLUB

Constitution: Registered as a non-profit society

Directorship: Umbrella directorship for all properties (West Kootenay)
Staff of the land management company and contractors
Other constituting members familiar with land owner's interests

BENEFITS OF MEMBERSHIP

- 1) access to the privilege of recreational “quiet enjoyment” on the private land designated by the land owner/manager for this purpose**
- 2) protection of the exclusivity of this privilege to user groups or individual members who are members of the “Acorn Outdoor Club”**
- 3) development, maintenance, and use of amenities as a co-operative effort between the land owner/manager and the members of the Acorn Outdoor Club**
- 4) identification of the best use areas of the properties for user groups to enhance the recreational experience and to minimize the conflicts with the forestry operation and other users**

RESPONSIBILITIES OF MEMBERSHIP

- 1) safe conduct at all times while on the property**
- 2) abide by all pertinent laws and regulations and the rules as regulations as laid down in the by-laws of the Acorn Outdoor Club**
- 3) allow normal forestry practice on the property to be conducted unimpeded - Wherever possible efforts will be made on the part of the land manager to plan and conduct these activities with consideration to the users**
- 4) defend the privilege of “quiet enjoyment” for all members of the Acorn Outdoor Club against any unauthorized users**

LAND OWNER STATEMENT

- 1) These private land parcels are owned by a family trust.**
- 2) The owner family is committed to land use practices that support the long-term use and enhancement of the land values. This includes sustainable use practices that contribute to biological/ecological integrity of the land in perpetuity.**
- 3) Primary management of the land to this point has been for its forestry values. Historically forestry has contributed the largest amount of value to the land.**
- 4) The privilege of “quiet enjoyment” is fundamental to land ownership and is enshrined in law.**
- 5) Recreational use should preserve the qualities of the properties that allow for “quiet enjoyment” of users and enhance the value of the land.**
- 6) Providing planned access of the recreational users to the private land parcels should serve to enhance the ability of users to safely recreate, and take advantage of “quiet enjoyment”.**
- 7) Over time, recreational users can assist in the development and maintenance of enhanced facilities, and this can improve the recreational experience.**
- 8) Minimizing liability risks to the land owner, user groups, and individual users is fundamental. Plans to minimize and mediate any potential conflict between interests of various recreational users, and between the recreational users, and the forestry operation will be ongoing.**