

CONDITIONS

1. The Permittee shall:
 - (a) indemnify and hold indemnified Forestry Corporation of NSW, its officers, agents and employees against any Claim or liability
 - (b) Release Forestry Corporation of NSW, its officers, agents and employees from and against any Claim or liability by any person for damage to property or injury to persons arising out of or as a consequence of or incidental to the conduct of the activity conducted by the Permittee under this Permit.
2. The Permittee and the Participants will in no way hold Forestry Corporation of NSW responsible for any damage to their property or for any personal injuries to themselves or to any other person associated with them in the specified activity.
3. The Permittee will accept full responsibility for any damage caused to any property of Forestry Corporation of NSW including roads, resulting from the conduct of the specified activity and will effect without delay repairs to such damage to the satisfaction of the Senior Manager or alternatively, if in the opinion of the Senior Manager, such repairs are being unduly delayed or if it is impracticable for the Permittee to carry them out, pay in advance to the office of the Senior Manager the amount determined to his satisfaction to be the full estimated cost of such repairs.
4. All vehicles used during the specified activity must be properly registered for operation on a public street and driven by persons duly licensed to operate them. The requirements of all statutes, regulations and licences must be complied with.
5. This Permit shall be carried by the Permittees (or, if more than one Permittee, by one of them) at all times during the conduct of the activity and shall be produced for inspection upon the request of an officer of Forestry Corporation of NSW.
6. The Permittee and participants and other persons associated with the specified activity shall, in the event of any accident involving domestic livestock depastured with due authority on the forest, hold blameless the owner of such livestock.
7. The Permittee shall ensure that all persons associated with the specified activity shall comply with the provisions of the *Forestry Regulation 2012* and the *Rural Fires Act 1997*. The minimum requirements, unless varied by special condition, for the lighting and/or maintenance of fires will be:
 - (a) The lighting or maintaining of fires is prohibited other than in properly constructed fire places or other receptacles as approved by the Senior Manager, and should be surrounded for at least two metres by ground cleared of all combustible matter and not within 4.5 metres of any log, stump or tree.
 - (b) No fire, once lit, shall be left unattended at any time.
 - (c) No person shall place, drop or throw any lighted cigarette, tobacco, cigar or match unless it is immediately and completely extinguished.
8. The Permittee shall, if he/she does not intend to proceed with and complete the specified activity on any specific date, so notify the Senior Manager as soon as possible after making that determination.
9. If in the opinion of the Senior Manager it should be necessary for Forestry Corporation of NSW to provide any supervision of the specified activity, the amount determined to the satisfaction of the Senior Manager to be the cost of such supervision shall be paid in advance by the Permittee to the Senior Manager.
10. If required by the Senior Manager the Permittee shall attend joint inspections of the route prior to and after the event for the assessment of pre-existing conditions and for the assessment of damage.
11. The Permittee shall so organise and conduct the specified activity so as to avoid any undue interference with or disturbance of any native animals or domestic stock, and the Permittee shall compensate the owner for any damage to the stock or property of any occupant, licensee, lessee,

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or permittee upon the forest and for any costs incurred by him/her as a result of the dispersal of stock caused by or arising out of the conduct of the specified activity.

12. The Permittee must ensure that no motor vehicle shall be driven on other than a constructed road or trail on the agreed route at any time. The Permittee shall obtain prior approval from the Senior Manager for any change to the agreed location of activities.
13. The Permittee shall comply with any directions given by an officer of Forestry Corporation of NSW in relation to the activity and shall not contravene the direction given in any control sign. Forestry Corporation of NSW reserves the right to redirect or cancel the activity when one or more of the following conditions prevail in the vicinity of the specified activity:
 - a) Logging operations or other forestry activities;
 - b) Bush fire, planned hazard reduction burning or conditions of very high fire danger;
 - c) Very wet or windy conditions; or
 - d) Road damage is likely to occur.
 - e) *comprising works or activities for the purpose of building infrastructure*.
14. If required by the Senior Manager the Permittee shall place warning signs to the satisfaction of the Senior Manager and staff control points to warn the general public of the event taking place, which in no way reduced the responsibility of Forestry Corporation of NSW to affect the closure of the forest.
15. Temporary signs and route indicators may be tied or stapled to trees (using paper staplers only). Signs must not be nailed or screwed to any tree. All temporary signs and indicators must be removed from the forest by the Permittee immediately after the event.
16. The Permittee shall immediately notify an officer or employee of Forestry Corporation of NSW of the outbreak of any fire and shall require all participants in the activity to make all reasonable efforts to suppress and extinguish the fire.
17. Liquid fuel shall not be stored (other than in fuel tanks of machines) nor shall machines be refuelled unless authorised by, and in accordance with conditions issued by, the Senior Manager.
18. Any gates opened for the purpose of, or in the course of, the specified activity shall be closed after participants have passed through them. The Permittee shall ensure that stock do not stray through such gateways.
19. Where approval has been given and unforeseen circumstances, including dangerous, wet or extreme fire conditions, arise either before or during the event, such approval may be cancelled or amended without notice.
20. The Permittee shall, after completion of the specified event, remove all litter which may have been deposited on the State Forest by any participant, or other person associated with the conduct of the specified activity, or being a spectator thereto, including vehicles and parts thereto or pay to the office of the Senior Manager in advance the amount determined to the satisfaction of the Senior Manager to be the estimated cost of disposal of the litter.
21. The Permittee shall take out and keep current for the term of this Permit, a Public Liability Policy for an amount not less than \$20,000,000.00 (twenty million dollars) per claim.
22. The Permittee shall provide a Certificate of Currency completed by the insurer to Forestry Corporation of NSW confirming that the appropriate Public Liability Policy cover is in place.
23. The Permittee shall ensure that persons involved in the specified activity do not, without the prior approval of Forestry Corporation of NSW:
 - a. Cut, disturb or remove trees or undergrowth, forest materials or products on State Forest;
 - b. Establish or construct campsites on the State Forest; or
 - c. Construct improvements on the State Forest.

24. Forestry Corporation of NSW reserves the right to issue other Permits or Authorities over the subject area and the issue of this Permit does not confer any rights for exclusive use of the subject area.
25. The Permittee shall not interfere with the lawful rights of any person authorised to access the area.
26. The Permittee shall not carry or discharge any firearms on State Forest.
27. The Permittee shall not take, harm, kill, trap or disturb any fauna.
28. Forestry Corporation of NSW makes no guarantee as to the condition or trafficability of any road or track, which is to be used for the specified activity.
29. The Permittee shall submit to Forestry Corporation of NSW details of the intended route and facilities to be used during the specified activity and shall only use routes as approved by the Senior Manager.
30. The Permittee shall not use approved routes during periods of wet weather when the surface of the road or track is likely to be damaged by the passage of vehicles used during the conduct of the specified activity.
31. The Permit is not transferable without Forestry Corporation of NSW written consent.
32. The Permittee must participate in any familiarisation process requested by Forestry Corporation of NSW in relation to the permit and the relevant forest.
33. Where practical, the Permittee must acknowledge in any promotional material that the activity is taking place on State Forest.
34. Where practical, the location of any photos taken on State Forest and used in any promotional material must be acknowledged as being taken on State Forest in the caption attached to each photo.
35. The Permittee will notify Forestry Corporation of NSW within five working days (24 hours if it is a fatality or major incident) via the attached Incident Reporting Form of any injury to an event participant or spectator of which the Permittee is aware of that requires transport to hospital.
36. The Permittee acknowledges that the speed limit in all NSW State Forests is 60km/h unless otherwise signposted.
37. The Permittee must comply with all conditions of this permit. Any permit non-compliance constitutes a breach of the *Forestry Act 2012* and the regulations and is grounds for suspension and / or cancellation of the permit.
38. The permittee shall have and implement a safety Management System, Plan or equivalent for their permitted activity.
39. Special Activity Conditions are:
 - 39.1 This Permit is subject to the Permittee completing all legal requirements in respect of gaining formal approval for the Permitted Activity to be conducted in the Forest.
 - 39.2 The Permittee acknowledges that FCNSW is undertaking a feasibility process to develop a windfarm in the vicinity of the permit area and that subject to any windfarm development, this Permit may either not be renewed or renewed with a variation to these conditions.

Note- FCNSW recognises this Permit site is of interest to the Permittee and associated community.

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- 39.3 Should the Permittee elect not to commence the Permitted Activity for any reason before commencement, the Permittee may surrender the Permit at which time the Permit shall be cancelled.
- 39.4 The activity permitted under this Forest Permit is defined as a “Dangerous recreational activity” pursuant to the Civil Liability Act 2002 and as such FCNSW owes no duty of care to the Permittee or any of its participants when carrying out or participating in the Activity. Should the Permittee or any of its participants suffer harm when carrying out or participating in the Activity FCNSW will not be liable for that harm.
- 39.5 The Permittee must conduct the activity in accordance with the Hang Gliding Federation of Australia (HGFA) Operations Manual www.hgfa.asn.au especially with respect to regulations, safety, equipment (including communications) and standard operating procedures
- 39.6 The Permittee must produce and implement Permit Area site management plans in accordance with the standards specified by the HGFA including site ratings, safe operations and suitable conditions for launching at the Permit Area site/s and nominated landing site/s (including relevant agreement).
- 39.7 The Permittee must develop safety procedures and signage to advise forest visitors to remain outside of the Permit Area whilst the Permitted Activity is being undertaken.
- 39.8 FCNSW Aboriginal Cultural Heritage Officer or their representative must be present when soil disturbance activities associated with site establishment or significant maintenance occur to check for cultural heritage sites.
- 39.9 Follow the directions of FCNSW should cultural heritage sites be identified. This may include application of additional mitigation measures or even closure or relocation of affected launch sites.
- 39.10 Cleared areas must be maintained to avoid erosion to a level agreed with by FCNSW officers. This may include maintaining adequate grass cover at launch sites.

Definitions:

In this Permit, ‘Claim’ means

Claim means any claim, action, demand, suit or proceeding (including by way of counterclaim, contribution or indemnity), compensation, sums of money, charges and expenses made under or in connection with this Permit or arising out of or in connection with this Permit, including for restitution, payment of money (including a debt, damages or additional costs or expenses), or any other form of relief or remedy and all costs incurred in connection with it.