

SPECIAL REGULATIONS

In addition to all Wisconsin Department of Natural Resources hunting regulations and Chapter 42 of the Walworth County, Wisconsin Code of Ordinances, the following special regulations apply:

Hunting

1. Only the permitted hunter is allowed to carry a firearm or bow for use in filling his/her tags. The shooting of game for others is prohibited. The hunter may be accompanied by one other person. The other person may not chase or drive animals during the hunt, but may supervise (Youth Hunt) or assist (Hunters with Disabilities Hunt), film the hunt or accompany the hunter as a spectator.
2. Hunters are to assume that hikers will be on the trails and boaters will be on the White River, regardless of posting.
3. Hunters may not hunt within 300 feet of a building, or 50 feet of the property line.
4. A map of the Park area will be attached to the permit. It is the hunter's responsibility to ensure that he/she does not trespass on private property.
5. Baiting for any reason is prohibited.
6. Tree stands/blinds may be used, but cannot be left up overnight. No nails, screws or any device that could damage trees are allowed. The cutting of tree limbs is prohibited.
7. The cutting of trails to hunting stands is prohibited.
8. ATVs and other motorized vehicles are prohibited unless for hunters with disabilities, as authorized by the Director of Central Services.
9. Target shooting is prohibited.
10. Permitted hunters are obligated to report any non-permitted hunters or illegal and restricted activities at the Park to the Walworth County Sheriff's Office.
11. Hunters are not allowed in the Park earlier than one hour before sunrise or later than one hour after sunset.
12. Alcoholic beverages are prohibited.
13. Camping and fires are not allowed.
14. Hunting shall be permitted only with shotgun, muzzle loader, pistol, bow and arrow or crossbow.

Trapping

1. The permit is only valid for the dates listed on the permit.
2. Trappers are to assume that hikers will be on the trails and boaters will be on the White River, regardless of posting.
3. A map of the Park area will be attached to the permit. It is the trapper's responsibility to ensure that he/she does not trespass on private property.
4. The cutting of trails to traps is prohibited.
5. ATVs and other motorized vehicles are prohibited unless for trappers with disabilities, as authorized by the Director of Central Services.
6. Permitted trappers are obligated to report any non-permitted trappers or illegal and restricted activities at the Park to the Walworth County Sheriff's Office.
7. Trappers are not allowed in the Park earlier than one hour before sunrise or later than one hour after sunset.
8. Alcoholic beverages are prohibited.
9. Camping and fires are not allowed.

SPECIAL PROVISIONS AND PERMIT AGREEMENT

Responsibility of the County – Limitations

By entering into this agreement, Walworth County merely allows use of the White River County Park for the recreational purpose requested.

Walworth County will not inspect the park area requested to be used immediately prior to use to determine the suitability or safety of the use by the applicant or others under this agreement. If the County permits applicant's use, such permission shall not be construed as a guarantee of safety or as a determination that White River County Park is suitable for such activity.

Responsibility of the User

1. Be financially responsible for any damage to the Park and its building and structures which are caused by negligent or intentional acts of persons using the White River Park under authority of this agreement.
2. Absolve Walworth County and Walworth County Public Works Department of any liability which may occur while using the White River County Park under authority of this agreement, as more particularly stated in Exhibit "A" attached hereto and made a part of this agreement.

Revocation of Permit

It is the intent of Walworth County Public Works to provide a wholesome, family-oriented atmosphere in White River County Park.

The County Director of Central Services, or his/her authorized representative, shall have the authority to immediately revoke this agreement upon finding a violation of any rule or ordinance or upon good cause shown.

**READ CAREFULLY BEFORE SIGNING – THIS IS A LEGAL DOCUMENT
CARRYING FINANCIAL OBLIGATIONS. PLEASE ALSO READ EXHIBIT "A"
BEFORE SIGNING.**

Signature: _____ **Date:** _____
User or Authorized Agent

Approved: _____ **Date:** _____
Director or Authorized Representative
of Walworth County

EXHIBIT A – INDEMNIFICATION AND HOLD HARMLESS

The applicant shall save and hold Walworth County, its officers, employees and agents harmless from and against all liability, damage, loss, expense, claims for repayment of funds, demands and actions or any nature whatsoever (including by Applicant itself) which arise out of or are connected with, or are claimed to arise out of or be connected with any of the use of the White River County Park by any person pursuant to the Permit Agreement attached hereto (the “Agreement”), or which arise out of or are connected with, or are claimed to arise out of or be connected with, any accident or occurrence which happens, or is alleged to have happened, in or about the place where such use or activity is being or was performed or responsibility incurred, or in the vicinity thereof, (1) while Walworth County is fulfilling its responsibility under the Agreement; or (2) while Walworth County has any obligations or responsibility under the Agreement; including without limiting the foregoing, all liability, damages, loss, expense, claims, demands and actions on account of property loss to Walworth County, its officers, employees, agents, contractors, subcontractors or frequenters; or to Applicant, its employees, agents, contractors, subcontractors, or frequenters; or to any other persons, group, employer, organization guests, invitees, whether based upon or claimed to be based upon this Agreement or upon statutory (including without limiting the generality of the foregoing, worker’s compensation). Contractual, tort or other liability of Applicant, Walworth County, or any other persons, and whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty or contract by Walworth County, its officers, employees, agents, contractors, subcontractors or frequenters; Applicant, its employees, agents, contractors, subcontractors or frequenters; or any other person. Applicant shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind from any such liability, damage, loss, claims, demands and actions.

EXPLANATION OF INDEMNIFICATION

I. WHAT DOES AN INDEMNIFICATION (HOLD HARMLESS OR SAVE HARMLESS) CLAUSE DO? IT SHIFTS THE RISK OF LOSS.

It means one party accepts a risk of a loss it would not otherwise have. Indemnification means the same thing as hold harmless or save harmless. Indemnification clauses define legal relationships or parties as to anticipated risks. In the absence of an indemnification clause, each party is responsible for losses resulting from its own negligent actions or omissions or breaches. An indemnification clause simply shifts all of these risks to one of the parties. The party to whom the risk is shifted then typically buys insurance or takes other action to cover or address the entire risk.

II. IS IT LEGAL TO SHIFT THE RISK OF ONE’S OWN ACTIONS TO ANOTHER? YES.

Wisconsin Courts have repeatedly held that indemnity clauses are valid, not against public policy, and are not prohibited by Wisconsin common or statutory law. Barrons v. J. H. Findorff and Sons, 89 Wis.2d 444, 452 (2979); Dysktra v. McKee and Company, 100 Wis.2d 120, 126 (1981); Gerdmann v. United State Fire Ins. Co., 119 Wis.2d 367, 373-374 (1984). Indemnity clauses do not limit or eliminate tort or contractual liability; they make one party responsible for payment should damages or losses result.