

Motorized Recreation Access Rules and Regulations for Kapowsin Timberlands

1. Permit is for the personal use of a single adult and his or her dependent children 17 years and younger. Permits are non-transferable or refundable. Permit only allows access to the property for the permit holder. IF PERMIT HOLDER ALLOWS ANY OTHER PERSON TO ENTER THE PROPERTY, THIS PERMIT SHALL BE AUTOMATICALLY REVOKED. This permit is strictly for recreation access. No research or commercial activities are allowed. Each permit is for the individual only. Any spouses, or adult ride a-longs, are required to have their own access permit.

2. Any person accessing the property for recreational purposes must have a Recreation Access Permit. The signed permit must be in the possession of the permit holder. Permit will not be replaced for any reason. Permits are required for horseback riding, hiking and bicycling on property.

3. Access dates are from April 1, 2019 through March 30, 2020. Access is allowed any day of the week from one and one half hours before sunrise to one and one half hours after sunset. **No access is allowed on July 3rd, 4th, 5th, 6th, or 7th of 2019.** Property owners may add or delete access areas by posting signs as the only notification to permit holders.

4. No access is allowed during modern firearm, archery and muzzleloader bull elk seasons in GMUs 652, 653 and 654. Kapowsin and Buckley are open for January antlerless elk hunt. See Washington Big Game Hunting Regulations for details.

5. Elk Hunting - All permits purchased by May 7th, 2019 will be entered into the bull elk draw. Kapowsin will draw 3 archery, 3 muzzleloader, and 5 modern firearm hunters. The forest will be closed to ALL recreation during those hunts with the exception of those drawn during their season. ***In addition to our email and website notifications, it is your responsibility as a permit holder to be aware of those dates and know when the forest is closed.***

Deer Hunting –In an effort to improve hunting quality, Hancock will be setting regulations that go beyond WDFW regulations for our property. If you violate private regulations, your permit will be revoked and you will be permanently banned from Hancock Property. **There will be a two-point minimum set for all deer seasons and weapon types.** The Kapowsin and Eatonville permits will not allow general season antlerless deer hunting. Antlerless deer harvest will only be allowed if the permittee is drawn from the Youth, Disabled, or 65 & Over WDFW special permit categories

6. One rear-view mirror hanging decal will be issued for every permit sold. The decal must be displayed at all times while in the forest. You will receive a paper copy via email of your permit and must carry this with you at all times. The paper permit and vehicle decal will both have your permit number and they must match. Because the vehicle decals are not permanently affixed, you may be asked to show photo identification to verify you are the permit holder. If unable to verify you are the permit holder you may be asked to leave the tree farm until identification is received.

7. One key will be issued with each permit. Permit holder is responsible for security of gate key. Gate key will not be replaced for any reason. Gate key allows access only to the gates specified for recreation access. **Access points are through Buckley gate off of Ryan Road accessing Buckley block; Bridge gate off of Electron Road, south of Orting accessing Kapowsin Timberlands north of the Puyallup River; Kapowsin gate off of Camp 1 Road Kapowsin, WA accessing the area south of the Puyallup River.**

8. Permit holder is responsible for closing and locking the gate behind him or her upon entering and exiting the property. If permit holder leaves the gate open, then this permit will be automatically revoked.

9. Permit holder may not or permit others to: (i) Use or possess (whether on his or her person or in a vehicle) alcohol, marijuana, or illegal drugs while on the property; or (ii) enter or remain on the property while under the influence of alcohol, marijuana, or illegal drugs. In addition, RCW 46.61.519 and RCW 46.61.005 apply while on property.

10. No fires, open flame, fireworks or any other items or activities that may cause fires. Smoking is not allowed outside of a vehicle.

11. NO CAMPING or parking overnight except with additional camping permit and hang tag in designated camping areas.

12. Drive safely at all times with vehicle headlights on and with the driver and all passengers seated within the passenger compartment of the vehicle with seatbelts securely fastened at all times. Drivers must stay to the right side of the road and be able to stop within half their sight distance. The maximum speed limit is 30 miles per hour unless otherwise posted. Forest management traffic such as log trucks, rock trucks, service trucks and crew vehicles have right-of-way. Parked or standing vehicles may not block or impede traffic at gates or on roadways.

13. Up to **5** cords of firewood may be cut annually from April 1 to April 14 and from October 16 to March 30 **for personal use only.** Firewood must be cut from designated areas and removed in firewood lengths. A firewood tag must be firmly attached to the load of firewood, one tag for every ¼ cord of firewood on the load. A cord of firewood measures 4' x 4' x 8' and equals 128 ft³, ¼ cord equals 4' x 4' x 2' or 32 ft³. The month and day must be fully punched out of each tag that is affixed to load. Tags may not be re-used, reproduced or sold. Firewood may not be gathered outside the regular firewood season or from outside designated areas. Winching wood out of units, use of firewood splitters or commercial size vehicles are prohibited. Cutting snags, buckskin logs, old growth and cedar is prohibited. Protect planted seedlings in areas where cutting. Maps are available at the gate that accesses the firewood unit. **Firewood is not guaranteed, it is on an as available basis.**

14. Between April 15 and October 15, carrying a 5-pound BC fire extinguisher and shovel is required by DNR.

15. No littering or dumping of garbage.

16. Berries, mushrooms and other forest products may be picked for personal use. No Christmas tree cutting.
 17. No off-road vehicles, electric bicycles, ATVs, motorcycles or snowmobiles are allowed, not even in the back of the pick-up. Horses may be ridden only in areas designated on map.
 18. No target shooting. Firearms may be used for hunting during hunting seasons authorized by Washington Department of Fish and Wildlife (WDFW) only. Bag limits and regulations established by the WDFW apply. Property managed by Hancock Forest Management is not considered "open and unclaimed" for the purposes of treaty hunting.
 19. Dogs and other animals must be under owner's control. No hounds are allowed on property during any deer or elk season.
 20. Tree stands and game cameras are allowed if they are temporary so that nothing is driven, screwed, or nailed into the tree causing damage to the tree.
 21. When game is harvested, game harvest cards must be filled out and left in box at gate before leaving property. Permit holders must fill out a sign-in card and leave at gate when entering property.
 22. Permit holder must abide by all signs posted on the property and the instructions of any employee or representative of property owners.
 23. Permit holder must abide by all modifications to these rules and regulations. Permit holder must report any accident that occurs while on property to Hancock office at (253) 271-3127 within 24 hours of occurrence.
- 24. VIOLATION OF THESE RULES AND REGULATIONS WILL, AT THE DISCRETION OF PROPERTY OWNERS, RESULT IN THE REVOCATION OF THE PERMIT. ALL SALES ARE FINAL; REFUNDS WILL NOT BE GIVEN FOR ANY REASON.**

Release of Liability

Permittees will comply with all laws of the State of Washington and with the Rules and Regulations. Owners and Hancock reserve the right to modify the Rules and Regulations at any time and such modifications shall be binding on Permittees. Permittees may hunt and fish on **Hancock** managed properties and all persons hunting and fishing, tribal and nontribal, are required to abide by the state laws, rules and regulations set by the Washington Department of Fish & Wildlife Commission. VIOLATORS THEREOF WILL INVALIDATE THIS PERMIT AND ARE SUBJECT TO CRIMINAL OR CIVIL CHARGES FOR RCW OR WAC VIOLATIONS, INCLUDING TRESPASS.

This permit is for recreational access only. Permittees agree not to cut, damage or destroy any timber located on **Kapowsin Timberlands**. The cutting, damaging or destroying of any such timber shall be considered willful trespass and Permittees shall be liable to the **Owners** in a sum equal to three times the damage sustained on account of the cutting, damaging or destruction of such timber. Permittees shall pay **Owners** for all other damage to **Kapowsin Timberlands** caused directly or indirectly by the acts or omissions of Permittees.

WARNING! POSSIBLE DANGEROUS CONDITIONS! Permittees are cautioned that **Kapowsin Timberlands** are primarily used for the production of forest products and that **Kapowsin Timberlands** may include very dangerous conditions (including, without limitation, the presence of log trucks, rock trucks or other forest harvesting and management vehicles, equipment and operations including chemical application). Many roads and sites on **Kapowsin Timberlands** are primitive and not maintained. Neither **Owners** nor **Hancock** make any representations, warranties or guarantees as to the fitness, safety or suitability of any portion of **Kapowsin Timberlands** (including, without limitation, the roads, other improvements and all other aspects or conditions of **Kapowsin Timberlands**) for any recreational use or vehicle. There may be unmarked hazards on **Kapowsin Timberlands** and Permittees agree to assume the risk of such unmarked hazards.

Permittees expressly assume all risks that are in any way related to their activities on **Kapowsin Timberlands**, and all risks incident to the condition of **Kapowsin Timberlands** (including, without limitation, the roads, other improvements and all other aspects or conditions of **Kapowsin Timberlands**). Permittees waive all claims against **Owners**, **Hancock** and their respective agents, property managers, employees, affiliated entities and contractors, for injury to or death of any person or persons or damage to property in connection with the access granted by this Permit or the condition of **Kapowsin Timberlands** (including, without limitation, the roads, other improvements and all other aspects or conditions of **Kapowsin Timberlands**). Permittees shall adhere to all requests of **Owners** and **Hancock** with regard to gates and/or other methods to limit unauthorized access to **Kapowsin Timberlands**.

Permittees represent and warrant that the insurance listed below is a valid and existing policy and has not been, and shall not be, cancelled during the duration of this Permit. Permittees shall provide evidence of such insurance to **Owners** and **Hancock** upon request. Permittees' insurance coverage shall be primary, exclusive of any coverage carried by **Owners** or **Hancock**, and shall be exhausted first notwithstanding that **Owners** or **Hancock** may have other valid and collectible insurance covering the same risk. Nothing contained herein shall limit Permittees' liability to **Owners** or **Hancock** to the scope or the amount of the insurance coverage.

This permit may not be sold, assigned or in any manner transferred or encumbered in whole or in part. Any attempted sale, assignment, subletting or other attempted transfer shall be void. This permit is not for resale, transfer or personal gain

By accepting this permit, Permittees agree to reimburse, indemnify, defend and hold **Owners**, **Hancock** and their respective, property managers, employees, affiliated entities and contractors, harmless from and against all claims, causes of action (including, without limitation, those relating to personal injury), liabilities, damages, costs and expenses (including, without limitation, attorney fees and costs at trial and on appeal) of any nature arising from any acts or omissions of Permittees while using **Kapowsin Timberlands** or violation of the terms of this Permit (including, without limitation, failure to abide by the rules and regulations.)

Owners and **Hancock** shall not be obligated to provide any rescue services or any other type of emergency services on **Kapowsin Timberlands**. However, if **Owners** or **Hancock** do engage in such emergency services on behalf of Permittees, Permittees agree to reimburse **Owners** and **Hancock** for all costs and expenses incurred in performing such services, and agree to hold **Owners** and **Hancock** harmless for any and all personal injury or damage to property resulting from such emergency services.

I/We agree to show this Permit & photo identification to any law enforcement officer and representative of Owners and/or Hancock.