

# TIMBER CUTTING AND COLLECTION PERMIT APPLICATION

## APPLICATION INFORMATION

Persons who wish to cut, collect, and transport timber from City-owned land (an **"Individual"**) must first obtain a Timber Cutting and Collection Permit (the **"TCC Permit"**). A TCC Permit grants an Individual a temporary and revocable authorization to cut, collect, and transport a limited amount of timber from designated areas on City-owned land. The following documents (the **"Application Documents"**) included in this package are:

- 1) Application Information;
- 2) TCC Permit Terms and Conditions; and
- 3) TCC Permit.

Please review the Application Documents carefully. All Application Documents must be initialed, signed (where indicated), and returned before the City of Medicine Hat Parks and Recreation Department (**"Parks and Rec"**) will consider the issuance of the TCC Permit. By initialing and signing the Application Documents, the Individual acknowledges they are consenting to all of the obligations detailed in the Application Documents. The issuance of a TCC Permit is at the sole discretion of Parks and Rec - the initialing and signing of the Application Documents by the Individual does not automatically grant a TCC Permit. The Individual will be notified by Parks and Rec if they have successfully been granted a TCC Permit.

If Parks and Rec decide to grant a TCC Permit, ***the Individual will be required to sign a Release of Liability, Waiver of Claims, and Assumption of Risks*** (the **"Waiver"**), which will be provided by Parks and Rec when the Individual collects the TCC Permit. Issuance of the TCC Permit is conditional on the Individual signing the Waiver in front of a representative of Parks and Rec.

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## TCC PERMIT TERMS & CONDITIONS

1. The Individual will complete, sign, and submit the Application Documents to Parks and Rec at minimum five days prior to requested access date. Application Documents received within five days of requested access may be subject to delay.
2. The Individual confirms they are:
  - (a) over the age of 18;
  - (b) a resident of the City of Medicine Hat; and
  - (c) in good standing in respect of City regulations about tree pruning, timber, and park land use.
3. A Parks and Rec employee ("**Employee**") must be present to supervise before the Individual begins cutting and collecting timber. The Individual will cut and collect from designated areas only, with such areas being determined by the supervising Employee. The Individual must have a copy of the TCC permit on their person and must immediately make the permit available for inspection upon request of the Employee.
4. The Employee will show the Individual which timber may be cut and collected. Timber will be cut only to such lengths required for the Individual to safely transport the timber. Only non-merchantable wood may be cut and removed. No standing or wind-blown trees will be cut by the Individual.
5. The Individual will provide their own chainsaw to cut the timber. Optionally, the Individual is permitted to utilize a handsaw and wheelbarrow to assist. The following safety equipment must also be provided and utilized at all times by the Individual:
  - (a) chainsaw pants;
  - (b) long-sleeved shirt;
  - (c) gloves;
  - (d) sturdy work boots that are Steel Toed and CSA approved;
  - (e) CSA standard eye protection including face mask or shield with glasses; and
  - (f) CSA standard ear and head protection.
6. Other than the equipment listed under paragraph 5 above, no other equipment is permitted to be utilized by the Individual for the cutting, gathering, and loading the timber.

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7. The Individual's chainsaw must have all safety features in proper working order. The City Employee is permitted to inspect all of the equipment listed under paragraph 5 above to ensure it is fit for use.
8. The Individual will follow safe work practices when cutting and collecting the timber. The Individual is responsible for ensuring they are properly trained, protected, capable, and competent to perform the cutting and collecting in a safe manner.
9. The TCC Permit will be valid for the time specified on the permit. When the TCC Permit expires, the Individual must wait five (5) business days before applying for another TCC Permit.
10. The Individual will comply with all applicable law, permit conditions, posted signs, City of Medicine Hat policies, including without limitation (i) any applicable special conditions related to traveling on City of Medicine Hat roads; and (ii) all relevant urban forestry and environmental legislation including, but not limited to, requirements to keep ditches free of material, remove personal litter and control excess small timber debris.
11. The Individual may be required to provide further information or specific training/certification prior to or after the approval of the TCC Permit.
12. The City has the unilateral right to:
  - (a) revoke the TCC Permit at any time for any reason whatsoever;
  - (b) postpone or reschedule the TCC Permit if weather conditions create an unsafe work environment;
  - (c) seize the cut/collected timber; and
  - (d) require the Individual to vacate the City-owned property.
13. The TCC Permit may only be utilized by the Individual it has been issued to. Neither the TCC Permit nor any collected timber may be sold or traded.
14. Non-compliance with the Application Documents may result in the cancellation of the TCC Permit, restriction of further TCC Permit applications, or penalties to the Individual resulting from offences against the Tree Preservation Bylaw No. 4218.

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# TIMBER CUTTING AND COLLECTION PERMIT

(VALID ONLY FOR THE DAYS SPECIFIED IN THIS PERMIT)

*This Timber Cutting and Collection Permit grants the Individual the temporary and revocable authorization to collect a limited amount of timber in designated areas. A map must accompany this permit.*

1. Name of Individual:

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2. Address of Individual (must be the residence where wood is being transported to):

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3. Requested Date for TCC Permit is **Saturday July 11/2026**

**(The TCC Permit will be valid between 10:00am and 2:00pm on the date requested above)**

4. Telephone Number of Individual:

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5. Email Address of Individual:

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6. Main Vehicle License Plate Number of Individual:

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7. Permit being issued jointly? (please check "Yes" if you are cutting/collecting with another person)

**Yes:**

**No:**

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If so, please record below the name of individual you will be cutting/collecting with  
(**please be advised** – this individual will need to submit their own application)

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8. I, \_\_\_\_\_, acknowledge that I have read, understood, and agree to be bound by all of the terms of the Application Documents.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Individual

**For Office Use Only**

This TCC Permit entitles the Individual to cut/collect timber beginning on the \_\_\_\_\_ day \_\_\_\_\_, 202\_\_\_\_, from \_\_\_\_\_am/pm until \_\_\_\_\_am/pm.

Department Approval:

Date of Approval:

Print: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

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# RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS

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

## **PLEASE READ CAREFULLY!**

In consideration of City of Medicine Hat (the "City") permitting the undersigned (referred to as "I" or "me") to cut, collect, and transport timber in accordance with a City-issued Timber Cutting and Collection Permit (the "Activities") from City-owned lands shown on the map attached hereto (the "City Lands"), I agree to all the terms and conditions set forth in this Release of Liability, Waiver of Claims and Assumption of Risks Agreement (this "Agreement").

## **ASSUMPTION OF RISKS**

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES INVOLVE MANY RISKS, DANGERS, AND HAZARDS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY, DEATH, OR PROPERTY DAMAGE WHICH INJURIES OR DAMAGES MAY BE SUFFERED BY MYSELF AND/OR OTHER PERSONS. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS, AND HAZARDS INVOLVED AND THE POSSIBILITY OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE CITY OR OTHERWISE.

1. I freely accept and fully assume all risks of injury, dangers, hazards and damages that I may suffer by entering City Lands and performing the Activities. The City of Medicine Hat has no liability for these assumed risks which will include, but are not limited to, the following:
  - risks associated with the operation of a handsaw or chainsaw;
  - risks associated with lifting or transporting of logs or other timber;
  - risk of movement or shifting of timber while being cut;
  - risk of falling timber; or

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- risk of other individuals participating in the Activities in a negligent manner.

2. I hereby expressly waive and release any and all claims which I have or may in the future have against the City, its elected officials, directors, officers, employees, agents and representatives (collectively, "**Releasees**"), on account of any injury, death, or property damage arising out of or attributable to the Activities, due to any cause whatsoever, including without limitation the negligence of the City or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under occupiers liability legislation or otherwise. I covenant not to make or bring any such claim against the City or any other Releasee, and forever release and discharge the City and all other Releasees from liability under such claims.
3. I will indemnify and save harmless the City of Medicine Hat from and against all losses, damages, claims, demands, suits, and actions arising from or resulting out of the entering of City Lands and performance of the Activities
4. This Agreement, together with the Application Information, TCC Permit Terms and Conditions, and TCC Permit constitute the entire agreement of the City and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement is binding on and will inure to the benefit of me and my heirs and next-of-kin

**I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS, AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE THE CITY AND THE RELEASEES OR CLAIM COMPENSATION.**

Witness:

\_\_\_\_\_  
Witness Name (Print)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

Undersigned:

\_\_\_\_\_  
Undersigned Name (Print)

\_\_\_\_\_  
Undersigned Signature

\_\_\_\_\_  
Date

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