

Town of New Tecumseth

Tottenham Conservation Area



CONDITIONS OF USE

Welcome to the Tottenham Conservation Area. To make your stay more enjoyable for yourself and others, please follow the Conservation Area Conditions of Use. These regulations are put in place to help ensure the safety and enjoyment of all users of the Tottenham Conservation Area. Your co-operation is appreciated. Please be a courteous, responsible camper – respect your neighbour. The park is not to be used as a residence; it is for day use visit and camping purposes only.

1. PERMITS

Camping permits must be paid in full to be considered valid. Camping permits are not transferable or assignable. All seasonal permits begin May 21, 2021 and expire on September 26, 2021. Checkout time is 12:00PM (NOON). Please notify gate attendant before 10:00am if you wish to change the length of your stay from your original registration. Extensions may be granted or refused dependent on availability. Check-in time is 3:00pm. If you arrive before 3:00pm, and your site is not ready, you are welcome to enjoy the use of the facility until your site is ready for occupation. Please note proof of ID may be required to show proof of age and residency.

2. HEALTH CONSIDERATIONS AND COVID-19

Visitors/Permit Holders shall comply with all applicable municipal, regional, provincial and federal orders and directives, guidelines of public health authorities for the Province of Ontario and Simcoe-Muskoka District Health Unit. During Covid-19 restrictions the Tottenham Conservation Area will not be operating at full capacity and entry is limited.

It is mandatory that seasonal and short-term rentals be pre-booked in advance. Drop in bookings will not be permitted. All campsites are pre-booked for the 2021 camping season. A limited number of sites are available to maintain physical distancing within the conservation area. Please note some amenities, including showers may not be available due to Covid-19 restrictions.

Visitor/Facility/Camping permits may be cancelled at any time if required by an order issued by any provincial or federal government agency, or otherwise due to a health or safety hazard reasonably perceived by the Town of New Tecumseth. The Town of New Tecumseth shall not be liable in any manner whatsoever for any losses, claims or damages resulting from such changes or cancellations including any claims for loss of profit or economic loss.

3. DISRUPTIONS

PERSON(S) INVOLVED IN ANY PHYSICAL OR VERBALLY ABUSIVE ALTERCATION WILL BE EVICTED IMMEDIATELY. The police will be notified, and a report filed. Refunds will not be issued. The decision of the Park Supervisor or designate is final in these matters.

4. ACCOMMODATIONS

SEASONAL AND NON-SEASONAL CAMPERS SITUATED IN CERTAIN SITES MAY BE REQUIRED TO MOVE TO AN ALTERNATE SERVICED/NON-SERVICE SITE throughout the season, to accommodate scheduled events and or maintenance of the park.

5. ALCOHOL RESTRICTIONS

An ALCOHOL BAN is in effect Victoria Day Weekend, Canada Day Weekend, Civic Holiday Weekend and Labour Day Weekend. Alcohol consumption is restricted to your campsite during all other days and times. Alcoholic beverages are not permitted in the park, beach, and playground areas.

6. CAMPFIRES

a) Campfire wood can be purchased from TCA staff, and neatly stored in a pile no larger than 2.5 meters long by 1 meter high by 0.5 meters deep. Outside wood for campfires is not permitted on TCA property. Trees are Conservation Area property and are not to be used as firewood.

b) Recreational campfires are permitted only in the designated fire pit ring. Fire pit rings are not to be moved.

c) No fires shall be of such size as to constitute a danger to the public. Do not burn garbage, plastic, or other toxic material.

d) Campfires shall:

i) be always under the supervision of a person at least 18 years of age.

ii) be maintained in a safe and orderly manner and only firewood and reasonable starting materials shall be used.

iii) be completely extinguished after use.

iv) be prohibited if the fire hazard is significant in the opinion of the Park Supervisor or designate whose decision in all matters related to campfires is final.

v) Campfires are not permitted when a FIRE BAN is in effect.

7. PETS

- a) No more than two (2) pets per campsite unless approved by the Park Supervisor or designate.
- b) All pets must be kept on a leash at all times with the leash not to exceed two (2) meters' in length.
- c) Pets are not allowed in the washrooms, the swimming area, waterfront beach area, playground sandy areas or beach volleyball area.
- d) No pet shall be left unattended or allowed to disturb other patrons. Pet owners are required to carry a bag to clean up after your pet as per New Tecumseth By-Law #93-131.
- e) A child who cannot control or clean up after the pet should not be walking the pet alone.
- f) Pets must have proof of annual vaccinations.
- g) Only usual domestic pets (cats, dogs, caged birds) may be kept on campsite. Pets that constitute a potential danger or are a disturbance to the public are not allowed on site. The decision and opinion of the Park Supervisor or designate is final.

8. REFUSE/GARBAGE/RECYCLING

- a) Any trailer not having a gray water holding tank(s) is required to purchase and connect a portable commercial tank.
- b) No dumping of any liquids in the washroom buildings, garbage cans or port-a-potties. A dumping station is provided for your convenience. All gray water and sewage must be properly disposed of at the dumping station and may not be discharged anywhere else within the Conservation Area.
- c) Garbage must be bagged and deposited in the bins provided. The bins provided are for campground garbage only.
- d) Outside garbage is not permitted. Large household items are not to be brought into the campgrounds nor left at the garbage bins.
- e) Please use the recycling boxes provided and sort your recycling accordingly. Propane BBQ's are permitted on grounds and must be attended to at all times, **CHARCOAL BBQ's are not permitted.**
- f) NO pop-up washroom tents permitted in the park. Please use facilities provided.

9. VEHICLES

- a) A maximum of one vehicle is permitted per site at any time. All others must park in the parking lot. Extra vehicles will be charged per night.
- b) The rules of the roads also apply in the park for motor vehicles and bicycles. No biking after dark. Only licensed drivers are permitted to operate a motorized vehicle. Maximum speed within the park is 5 kph. Vehicle traffic is prohibited after 11:00pm.
- c) NO motorized vehicles such as ATV's, dirt bikes, and any other unlicensed motorized vehicle are permitted in the park.

10. WATER SYSTEM – RESTRICTIONS

Please conserve water. The Park water system is limited, and the Tottenham water service area is often under water restrictions during the summer months. (By-law #95-81). Campers must abide by these restrictions and refrain from washing vehicles, trailers, slip and slides, watering grass, etc.

11. SITES/TRAILERS/TENTS/VEHICLES

- a) Trailers more than ten years old are not permitted in the park. Trailers in poor condition are also not permitted. The decision of the Park Supervisor, or designate, is final in these matters.
- b) One picnic table will be provided per site. We recommend large groups contact a Parks & Facilities Scheduler to reserve park space and amenities prior to arrival.
- c) Campsite inspections will be conducted throughout the season.
- d) All sites must be kept neat, orderly and clutter free. Only outdoor furnishings are permitted in outdoor living areas.
- e) No freezers, refrigerators or any other appliance except a propane fueled barbecue shall be used or stored outside of a trailer unit.
- f) For your camping comfort, and those around you, we allow one family (2 adults and their children) to a maximum of 5 persons per site. Adults (Minimum 21 years) camping on one site are restricted to four adults and two tents per site. Dining and shade tents are allowed. Only one family household is permitted per site.
- g) Permit Holder must be 21 years of age to register in our campground.

12. PAVILIONS

Pavilions are available for rentals each day and must be booked and paid prior to arriving at the park. All visitors must check in at the gatehouse upon arrival. Admission fees apply to all non-resident pavilion visitors.

13. VISITORS

- a) All day visitors must sign in at the Gatehouse and are subject to a nominal admission/parking fee. Parking is provided in the designated parking areas.
- b) Tottenham Conservation Area visitors require residents to show proof of residency upon checking in at the gatehouse. Non-resident visitors will be required to pay applicable admission fees.
- c) ALL visitors, resident or non-resident must leave the Conservation Area by 8:00 p.m. Sunday-Monday.
- d) The registered permit holder is responsible for their children and other friends or relatives visiting their campsite and anywhere within the park property; the actions or violations by these people are the responsibility of the registered permit holder and may lead to the cancellation of your camping privileges.

14. GENERAL

- a) Removal or damage to any trees, shrubs, fence, equipment, park material or items within the Conservation Area is not permitted and the camper will be held responsible for all damages incurred.
- b) Quiet time is between 11:00 p.m. and 7:00 a.m., please remain quiet during these hours. Excessive noise or engaging in activities that disturb other campers and park neighbours will not be tolerated at any time. Amplified speakers are prohibited at all times.
- c) Please respect your neighbour and return to your campsite by 11:00pm. Failure to comply will result in disciplinary action.
- d) No child under the age of 18 is permitted to stay overnight unaccompanied by an adult. Use of parents' seasonal campsite by young adults is not permitted without the Supervisor's prior approval. Group parties are not permitted.
- e) The Tottenham Conservation Area is not responsible for lost, stolen or damaged articles.
- f) All campsites are subject to the regulations under the Conservation Authority Act.
- g) The Corporation of The Town of New Tecumseth shall not be liable for any personal injury or property damage incurred while on Town owned property.
- h) Camping permits must be visible at all times.
- i) Campers must have a valid fishing license if they wish to fish at the Conservation Area.
- j) LIFE GUARDS are not on duty. Parent or Guardian must supervise children under 16 years of age in all swimming areas, no exceptions. Personal Flotation Devices are recommended to be used at all times.

VIOLATIONS OF ONE OR MORE OF ANY OF THE CONDITIONS OF USE LISTED ABOVE MAY LEAD TO THE CANCELLATION OF YOUR VISIT, CAMPING PERMIT OR SEASONAL PERMIT, WITHOUT REFUND, ALONG WITH EVICTION FROM THE TOTTENHAM CONSERVATION AREA PROPERTY. THE DECISION OF THE PARK SUPERVISOR, OR DESIGNATE, ARE FINAL IN THESE MATTERS.

Disclaimer of Liability & Release of Claims

I assume all risks, hazards, personal injury and/or property damage associated with my participation in the above specified use of the facilities offered by the Town of New Tecumseth. The Town of New Tecumseth accepts no liability for bodily injury, death, property, or loss due to any cause whatsoever, including, without limitation, negligence on the part of the Town of New Tecumseth, including its elected officials, directors, officers, employees, and agents.

In consideration of the Town of New Tecumseth permitting me to participate in the activities listed above, I, who may be entitled to make a claim, hereby release, discharge, indemnify and save harmless the Corporation of the Town of New Tecumseth and its elected officials, directors, officers, employees and agents from any and all liability, claims, demands, actions, and causes of action whatsoever and howsoever arising from, or related to, any damages, liabilities or losses arising from injury to, or the death of, myself for reason of my participation in the activity listed above or by reason of the provision of medical care to me, regardless of whether the damages are caused by the negligence of the Town of New Tecumseth, and regardless of whether such liability arises in tort, contract, strict liability, or otherwise.

I further agree to indemnify and save harmless the Corporation of the Town of New Tecumseth from any and all liability, claims, demands, actions, and causes of action whatsoever and howsoever arising from, or related to, any damages, liabilities or losses arising from injury to, or the death of, any guests I will permit to enter upon the premises and participate in the activities listed above.

I will abide by the Terms and Conditions and Rules and Guidelines as detailed at www.newtecumseth.ca. A hard copy of these terms is available upon request.

This agreement shall be binding upon my, family, spouse, heirs, assigns and personal representatives, and is deemed as a release, waiver, discharge, and covenant not to sue. This Agreement is governed by the laws of Ontario, and Canada. If any part of this agreement is unenforceable then that part shall be severable without affecting the enforceability of the remaining provisions. This signed agreement may be filed as 'bona fide' evidence of an agreement in any mediation, suit, or other proceeding.

By clicking 'I Agree', I confirm that I have read and understand the above terms and agree to accept the disclaimer of liability and release of claims outlined in this agreement on behalf of myself.

As a result of making their application, the undersigned acknowledge, covenant, and agree to adhere to all Provincial Public Health Restrictions as of the date of this application and to indemnify and save harmless the Town of New Tecumseth from any liability for medical issues arising from the process of issuing the said License howsoever arising.

I have read the Tottenham Conservation Area Conditions of Use . I understand that by providing payment in full and/or signing below, I am accepting this Conditions of Use Permit and the rules that will apply. I understand the consequences of failing to comply.

Permit Holder Signature

Date Signed