

MEADOWS USE AGREEMENT

This agreement is dated for reference October 5, 2015 and is

BETWEEN:

SQUAMISH-LILLOOET REGIONAL DISTRICT, a regional district under the *Local Government Act* having its offices at 1350 Aster Street, Pemberton, B.C. V0N 2L0

(the "Regional District")

AND:

WEST COAST SOARING CLUB, a society incorporated under the *Society Act* with its registered office at #67 – 16222 23A Avenue, Surrey, B.C. V3C 6P4

(the "Club")

WHEREAS:

A. The Regional District occupies and operates a portion of those lands located at 7567 Pemberton Meadows Road near the Village of Pemberton, commonly known as the Pemberton & District Meadows Fields, and legally described as:

Parts of Lot A
Plan 28917
District Lot 164
Lillooet District

(the "Meadows");

B. The Meadows is comprised of a soccer pitch and a multipurpose field (collectively, the "Field"), a gravel running track, a parking lot (the "Parking Lot"), and two softball diamonds, all of which is as generally indicated as the area inside of the blue lines on the map attached as Schedule "A" to this Agreement;

C. The Club is a non-profit society comprised of members interested and participating in hang gliding and paragliding activities (collectively, "Club Members" and individually, "Club Member");

D. The Club wishes to use the Meadows for the purpose of providing its paragliding Club Members with a landing site on the Field and associated parking at the Parking Lot, all on the terms and subject to the conditions of this Agreement.

NOW THEREFORE in consideration of the promises exchanged below, the parties agree as follows:

Prerequisites for Use of the Field

1. The use of the Field as a landing site for paragliding activities under this Agreement is limited to Club Members who are:
 - (a) in good standing with the Club;
 - (b) signatories to a subsisting release, waiver and indemnity agreement with the Club for paragliding activities that names the Regional District as a releasee and as an indemnitee;
 - (c) members in good standing of the Hang Gliding and Paragliding Association of Canada ("HPAC") and have duly signed the release, waiver and indemnity agreement that is required for membership in HPAC;
 - (d) insured pursuant to a valid and subsisting third-party liability insurance policy issued by or on behalf of HPAC to its members which covers the direct activities of Club members during launching and landing and extends to the use, operation and ownership of the Foot Bridge (as defined in this Agreement) and that the coverage has an each accident or occurrence limit and an annual aggregate limit of \$5,000,000 and with a deductible not greater than \$5,000 ("HPAC Liability Insurance"); and
 - (e) engaging in solo recreational paragliding

(the "Prerequisites for Use")

and all other use of the Field as a landing site by any other person, including commercial and non-commercial tandem paragliding operators, is strictly prohibited.

Right to Use Field

2. The Regional District hereby grants to the Club the non-exclusive right and licence to use the Field as a landing site for solo recreational paragliding activities on the terms and conditions contained in this Agreement
3. The Club must not cause, permit, or allow anyone to use the Field as a landing site for paragliding other than a Club Member who meets the Prerequisites for Use.
4. The Club must ensure that every Club Member does not land on the Field unless immediately before making a decision as to where to land, the Club Member has observed that:
 - (a) there are five (5) or less persons occupying or otherwise using the Field for any purposes whatsoever, whether such purposes are organized or un-organized, scheduled or un-scheduled, but not including a pilot who has:
 - (A) recently completed a landing; or
 - (B) inflated a paraglider to practice controlling it, or "kiting wings"; and
 - (b) there are no maintenance activities occurring on or to the Field, including (but not limited to) watering, mowing, and repairs to the Field; and

- (c) the landing path on the Field is otherwise clear for a safe landing (the "Site Conditions Required for Landing").
5. The Club must ensure that if a Club Member does not observe the Site Conditions Required for Landing in a landing attempt that the Club Member then diverts his or her landing to the Alternate Landing Location as defined in section 7.
 6. The Club is entitled to use the Meadows for the sole purposes of providing the Club Members with:
 - (a) a landing site on the Field for paragliding activities conducted in accordance with this Agreement; and
 - (b) daytime parking in the Parking Lot while the Club Members are engaged in paragliding activities.
 7. Prior to the Club using, or causing, permitting or allowing the Club Members to use the Field as a landing site for paragliding activities, the Club must at its own expense:
 - (a) secure an authorized landing site for Club Members at a separate location in the same general vicinity as the Meadows (the "Alternate Landing Location") and the Club is responsible for compliance with all applicable bylaws, regulations and orders from time to time in force in respect of the Alternate Landing Location; ;
 - (b) prepare notices identifying the Prerequisites for Use, the Site Conditions Required for Landing, the Alternate Landing Location and site conditions under which landing must be diverted there, the Rules as defined below in section 8 and such other information the Club considers to be pertinent; and
 - (c) post such notices as identified in subsection (c) at all of the following sites:
 - (i) on the Club's website;
 - (ii) at all sites that the Club advertises as launch sites;
 - (iii) at all sites from which the Club may organize launches;
 - (iv) at all sites from which the Club knows, or ought to know, that the Club Members launch; and
 - (v) at the Meadows;
 (the "Notice Sites").

Rules

8. The Club and the Club Members must not use the Meadows except as provided in section 6.
9. The Club must ensure that it and the Club Members do not erect, construct, affix, or place any temporary or permanent buildings, structures or other improvements.

10. The Club is aware of and must comply with the Squamish-Lillooet Regional District Pemberton and District Recreation Service Parks and Open Spaces Regulatory Bylaw No. 1425-2015 as amended from time to time.
- 10A. The Club has developed a compliance plan designed to encourage and support its members to fulfill the terms of this Agreement, which compliance plan is attached as Schedule "B" to this Agreement. The Club must ensure the compliance plan is implemented.

Term

11. The term of this Agreement starts the day after the Agreement is executed by both parties and ends on February 29, 2016 (the "Term"), subject to earlier termination as provided in this Agreement.
12. Upon expiration or earlier termination of the Term as provided in this Agreement, there must be no further use of the Field as a landing site for paragliding activities by the Club and unless directed otherwise by the Regional District, the Club Members and the Club must at its own expense remove:
 - (a) all notices from the Notice Sites; and
 - (b) the Foot Bridge (as defined in section 21) and all signage associated thereto.
13. At its sole discretion, the Regional District may extend or renew this Agreement on an annual basis, or for such other term as it so determines.

Scheduling

14. *THIS SECTION HAS BEEN DELETED.*

Emergency and Unauthorized Landings

15. Notwithstanding any other provision of this Agreement, the Club may cause, permit or allow the Club Members to land on the Field at any time if such a landing is necessary to prevent imminent injury, harm or damage to the Club Member or another person, provided that it is safe for the Club Member and for all other persons occupying or otherwise using the Field to land at that time.
16. If the Club or the Club Members use the Field as a landing site:
 - (a) contrary to the Site Conditions Required for Landing; or
 - (b) for an emergency landing as set out in section 15,
 then the Club must pay to the Regional District a fee of \$25.00 per person per incident.

Club in Good Standing as Society

17. The Club represents that it is in good standing with the Registrar of Companies and must remain in good standing throughout the Term. The Club must provide the Regional District with proof of good standing within three (3) days of execution of this Agreement.

Copy of Agreement

18. The Club must provide a copy of this Agreement to each Club member and post a copy of this Agreement on the Club's website within five (5) days of execution of this Agreement.

Meadows Accepted "As Is"

19. The Club accepts the Meadows "as is" and acknowledges that:
- (a) the Club has had the opportunity to undertake such inspections, tests and surveys of the Meadows, including without limitation the Field, as it considers necessary and that the Regional District has made no representations or warranties respecting the Meadows or its fitness for the Club's intended purposes;
 - (b) the Field serves many purposes and has uneven surfaces across the track and field areas; and
 - (c) the Club is aware that the Club Members are at risk of colliding with objects, other persons, and structures, including but not limited to goal posts, back stops, portable toilets, irrigation system or equipment, bleachers, fencing including the Fence as defined in section 20, light standards, and trailers.
20. The Club acknowledges that the Regional District has undertaken the construction of a new six (6) foot high chain link fence (the "Fence") in the general location marked in yellow on Schedule "A" and that the Fence is a structure as contemplated in section 19(c). The Club will provide reasonable notice via appropriate mechanisms to notify the Club Members of the presence of the Fence.

Foot Bridge

21. The Club placed a temporary foot bridge ("Foot Bridge") over the drainage ditch in the general location marked on Schedule "C" for the purpose of accessing the Alternate Landing Location. At all times, the Foot Bridge is and remains the property of and the sole responsibility of, and at the risk of, the Club and without limiting the generality of the foregoing, the Club is responsible for each of the following tasks, at its own expense:
- (a) On or before February 29, 2016, to obtain all necessary permits for the Foot Bridge (or provide confirmation to the satisfaction of the Regional District that no permits are required);
 - (b) To undertake a regular monitoring and inspection program in respect of the Foot Bridge;
 - (c) To perform maintenance in respect of the Foot Bridge as required;
 - (d) To install and maintain signage, to the satisfaction of the Regional District, with regards to the Foot Bridge;
 - (e) To take all reasonable precautions to ensure the safety of any person using the Foot Bridge; and

- (f) To notify the Regional District of any damage or loss or any injury to or death of any person arising in whole or in part from any person's use of the Foot Bridge.
22. Notwithstanding section 21, the Regional District reserves the right to require the Club, at the Club's own expense, to remove the Foot Bridge without notice. The Club hereby indemnifies and saves harmless the Regional District and its officials, officers, employees, agents and others for whom the Regional District is responsible, from any and all liabilities, damages, costs, claims, suits, actions, orders, fines, penalties, or expenses in connection with or arising from:
- (a) any damage to property occasioned by any person's use of the Foot Bridge; and
 - (b) any injury to person or persons, including death, resulting at any time directly or indirectly from any person's use of the Foot Bridge.

No Interest in Land

23. The permission granted under this Agreement is not to be constructed as being granted for all times, and it grants no interest in the Meadows to the Club.

No Assignment or Sublicence

24. The Club must not assign or sublicense the Club's interests in or rights under this Agreement in whole or in part.

Compliance with Laws

25. The Club will at all times during the Term use and occupy the Meadows in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction.

No Regional District Obligation

26. Nothing in this Agreement will be interpreted as requiring the Regional District to repair, maintain, replace or alter the Field or any other portion of the Meadows in whole or in part to any specific standard or standards during the Term or to supply any services or utilities to the Club or to the Meadows.

Public Safety

27. The Club must take all reasonable precautions to ensure the safety of the Club Members and all other persons occupying or otherwise using the Meadows at any time where the Club and its members are using the Meadows for the purposes authorized under this Agreement.

Notice of Loss or Damage

28. The Club must immediately notify the Regional District in writing of:
- (a) any loss or damage to the Meadows or to any property located at or near the Meadows;
or
 - (b) any injury to or death of any person,

arising in whole or in part from the Club's use or the Club Member's use of the Meadows.

No Nuisance

29. The Club must not do, or suffer or permit to be done any act or thing upon or to the Meadows which does or will constitute a nuisance to the occupiers and users of the Meadows or any other lands or premises in the vicinity of the Meadows or the public generally.

Insurance

30. The Club must, at its own expense, obtain and maintain during the Term:
- (a) the HPAC Liability Insurance ; and
 - (b) any other form or forms of insurance that the Regional District may reasonably require from time to time in amounts and for perils against which a prudent operator acting reasonably would protect itself in similar circumstances.
31. All policies of insurance required to be taken out by the Club must:
- (a) name the Regional District and School District No. 48 (Sea to Sky) as additional insureds;
 - (b) include that the Regional District and School District No. 48 (Sea to Sky) are protected notwithstanding any act, neglect or misrepresentation by the Club which might otherwise result in the avoidance of a claim and that such policy or policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
 - (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
 - (d) be primary and non-contributing with respect to any policies carried by the Regional District and that any coverage carried by the Regional District is excess coverage;
 - (e) not be cancelled without the insurer providing to the Regional District with at least thirty (30) days written notice stating when such cancellation is to be effective;
 - (f) contain a deductible not greater than \$5,000 per occurrence;
 - (g) include a cross-liability clause; and
 - (h) be on any other terms required by the Regional District, acting reasonably.
- 31A. The Club must notify the Regional District immediately upon becoming aware:
- (a) of any change to the status of the HPAC Liability Insurance; or

- (b) if the HPAC Liability Insurance's annual aggregate limit of \$5,000,000 has been (or is expected to be) reached due to claim(s).
32. The Club must provide the Regional District with a certificate of insurance confirming the placement of insurance within three (3) days of execution of this Agreement and such other proof of insurance as the Regional District may reasonably demand from time to time. If the Club's insurance is due to expire or terminate before the end of the Term, the Club must deliver a new certificate of insurance evidencing the new (or renewed) insurance policy not less than ten (10) days before the new (or renewed) insurance policy goes into effect.

Release and Indemnity

33. The Club hereby releases the Regional District and its officials, officers, employees, agents and others from and against all demands and claims that the Club may have, now or in the future, in relation to the Meadows and/or the Foot Bridge or the Club's use of the Meadows and/or the Foot Bridge.
34. The Club hereby indemnifies and saves harmless the Regional District and its officials, officers, employees, agents and others for whom the Regional District is responsible, from any and all liabilities, damages, costs, claims, suits, actions, orders, fines, penalties, expenses, or environmental remediation in connection with or arising from:
- (a) any breach of any obligation under this Agreement to be observed or performed by the Club;
 - (b) any act, omission or negligence of the Club, its members, officers, directors, employees, agents, contractors, invitees, and others for whom it is responsible;
 - (c) any damage to property occasioned by the Club's or Club Members' use of the Meadows and/or the Foot Bridge;
 - (d) any injury to person or persons, including death, resulting at any time directly or indirectly from the Club's or Club Members' use of the Meadows and/or the Foot Bridge; or
 - (e) the granting of this Agreement.
35. The indemnities and releases contained in this Agreement will survive the expiration or earlier termination of the Term.

Notice

36. Any notice, document or communication required or permitted to be given under this Agreement must be in writing and delivered by hand, by Express Post, by courier, by email or sent by facsimile as follows:

To the Regional District:
 Squamish-Lillooet Regional District
 PO Box 219, 1350 Aster Street
 Pemberton, B.C. V0N 2L0

Fax: 604.894.6526
Attention: Lynda Flynn, Chief Administrative Officer
lflynn@slrd.bc.ca

To the Club:
West Coast Soaring Club
#67 – 16222 23A Avenue
Surrey, B.C. V3S 6P4
(No fax number)
Attention: Thomas Martinson, President
pthomas36@gmail.com

Termination

37. The Club may terminate this Agreement at any time by providing notice in writing to the Regional District.
38. The Regional District may terminate this Agreement:
 - (a) at any time without cause upon ten (10) days written notice to the Club;
 - (b) in the event that the Club does not fully observe, perform and keep each and every obligation, term or condition of this Agreement to be observed, performed or kept by the Club, except the obligation to insure, upon five (5) days after notice of the default has been given to the Club by the Regional District provided that the default is not cured by the Club within that time;
 - (c) in the event that the Club fails to obtain or maintain insurance as required under this Agreement, immediately upon written notice to the Club;
 - (d) in the event that the Club/Club members cease to be covered by the HPAC Liability Insurance or HPAC Liability Insurance ceases to be in place for the Club/Club members or upon notice that the HPAC Liability Insurance's annual aggregate limit of \$5,000,000 has been (or is expected to be) reached due to claim(s), immediately upon written notice to the Club;
 - (e) in the event that there is an incident involving loss, damage, injury or death related to any paragliding activities at the Meadows or related to the use of the Foot Bridge, immediately upon written notice to the Club, and regardless of whether or not the Club or a Club Member was involved in the incident; or
 - (f) in the event that the Club's entitlement to use the Alternate Landing Location, as required under this Agreement, has been suspended, revoked or terminated, immediately upon written notice to the Club.

Law to the Contrary

39. This Agreement will enure to the benefit of and be binding upon the parties notwithstanding any rule of law or equity to the contrary.

Severance

40. Any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion will be severed and the decision that it is invalid will not affect the validity of the remainder of this Agreement.

Governing Law

41. This Agreement must be governed by and interpreted in accordance with the laws of the Province of British Columbia.

No Waiver

42. Waiver by the Regional District of any default by the Club must not be deemed to be a waiver of any subsequent default. A waiver is effective only if it is in writing.

Interpretation

43. Whenever the singular is used in this Agreement, the same shall be deemed to include the plural as the context so requires.

Amendment

44. This Agreement may not be amended or modified except by an instrument in writing signed by the Regional District and the Club.

No Joint Venture

45. Nothing in this Agreement makes the Club the agent, joint venture or partner of the Regional District or gives the Club any authority or power to bind the Regional District in any way.

Powers Preserved

46. Nothing in this Agreement affects the rights of the Regional District to exercise its powers within its jurisdiction.

Authority

47. The Club represents and warrants to the Regional District that it has full authority to enter into this Agreement and to carry out the actions required of it under this Agreement, that all resolutions and other preconditions to validity have been validly adopted, and that those signing this Agreement on its behalf are authorized to bind the Club by their signatures.

Time

48. Time is of the essence of this Agreement.

Counterparts

49. This Agreement may be signed in as many counterparts as may be necessary, each of which so signed will be deemed to be an original and each copy sent by email or electronic facsimile transmissions will be deemed to be an original, and such counterparts together will constitute one and the same instrument and notwithstanding the date or dates of execution will be deemed to bear the date as set forth below.

Schedules

50. The following Schedules are attached to and form part of this Agreement:

Schedule "A" – Map of the Meadows

Schedule "B" – Compliance Plan

Schedule "C" – Foot Bridge Location

As evidence of their agreement to be bound by the above terms, the Regional District and the Club each have executed this Agreement on the respective dates written below:

SQUAMISH-LILLOOET REGIONAL DISTRICT

by its authorized signatory:



Lynda Flynn
Chief Administrative Officer

Date: October 23, 2015

WEST COAST SOARING CLUB

by its authorized signatories:



Thomas Martinson
President

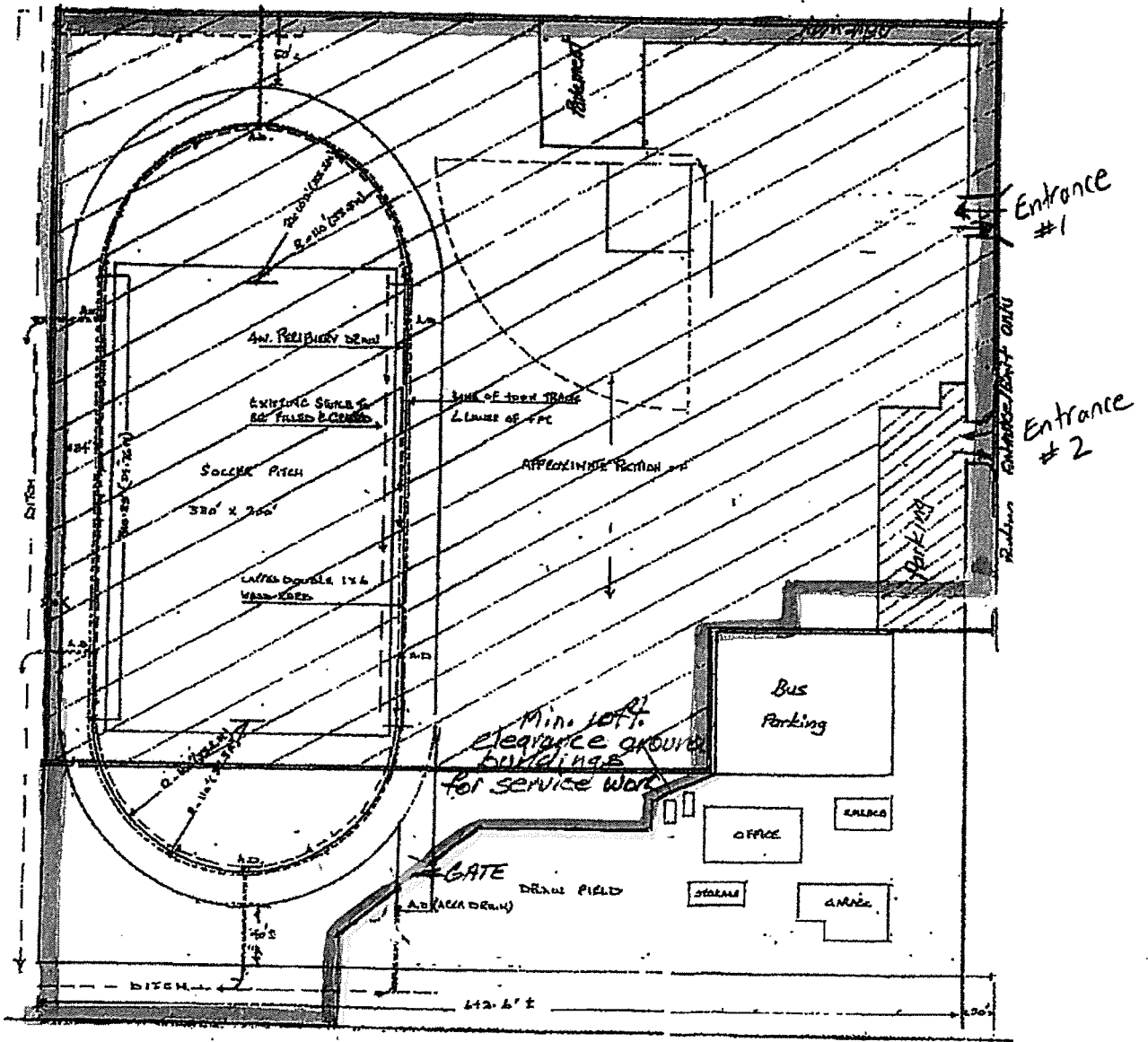
Date: October 12, 2015



Guy Herrington
Director, Membership (Pemberton)

Date: October __, 2015

Schedule "A" - Map of the Meadows



The Meadows

General location of new chainlink fence as per section 20

Schedule "B" – Compliance Plan

1. Improved communication to Club members regarding concerns / issues / compliance deficiencies and to remind Club members of the terms of the Meadows Use Agreement, with such communication to include the following channels:
 - a. The Pemberton Flyers Facebook page;
 - b. The Club website; and
 - c. Club meetings, as required.
2. Improved local leadership through the formation of a Club steering committee (the "Pemberton Committee") to:
 - a. build upon current level of buy-in by Club members to comply with the terms of the Meadows Use Agreement; and
 - b. identify, address and monitor, on a regular basis, concerns/issues related to the Meadows Use Agreement.
3. Implementation of compliance monitoring through the Club's shuttle service operator, including:
 - a. The shuttle service operator will provide transportation services only to pilots who provide proof that they have met the Prerequisites for Use pursuant to section 1 of the Meadows Use Agreement and those not providing proof of having met the Prerequisites for Use will be turned away.
 - b. While providing shuttle services to pilots, the shuttle service operator will reinforce the Site Conditions Required for Landing pursuant to section 4 of the Meadows Use Agreement.
4. Development of a self-regulation culture within the Club whereby Club members are motivated to:
 - a. not provide transportation to pilots who do not meet the Prerequisites for Use pursuant to section 1 of the Meadows Use Agreement; and
 - b. inform and educate paragliders in those instances where such paragliders are not in compliance with the terms of the Agreement.
5. Provide general feedback to the Regional District on a regular basis as to status of these matters.



Schedule "C" - Foot Bridge Location

Drainage ditch

Bridge