

# NOTICE OF DECISION

This notice is issued by HQPlantations Pty Ltd to advise of a statutory decision on a permit application under the Forestry Act 1959

Margaret Mackay Brisbane Sporting Car Club Ltd Unit 16-23 Ashtan Place BANYO QLD 4014

#### Re: Decision regarding permit application

You have recently applied for a **Permit To Traverse** under the *Forestry Act 1959*. Your application has been assessed by the HQPlantations Pty Ltd (HQPlantations). HQPlantations has provided conditional approval of your permit application and your permit **PTT2678** is attached.

Please be advised that HQPlantations has increased the minimum level required for public liability insurance to \$20 million. You are advised to obtain this level of insurance as soon as possible once a new permit is issued.

For each permit applied for that has been granted, the conditions of approval are attached. Please note that for each approval, this Notice of Decision and the relevant attachments constitute the permit documentation. Please retain this documentation for your records.

If during the life of your permit you propose to vary your operation from that authorised, or undertake any changes to your business structure, you must notify HQPlantations Land Administration Officer at the email address below and if necessary, apply for a variation to your permit. Also, you must advise of any change of address.

You or your agents, must carry a copy of your current permit whilst carrying out the activities on any HQPlantations Licence Area within Queensland. You may be asked by HQPlantations staff conducting random checks to show your permit to ensure activities on HQPlantations Licence Area are covered by a permit and that permit conditions are being observed.

#### **Conditions**

You will notice your permit contains a number of Schedules.

Schedule A outlines the activities for which this permit applies

Schedule B outlines the specific conditions that apply.

Schedule C outline the general conditions that apply to all Permit To Traverses

Schedule D outlines the fees applicable to the permit

Schedule E lists the names and contact details of all stakeholders



#### Advice

Please note the following:

- Pine Plantations are working forests and harvesting areas are hazardous work sites. All participants must obey a Do No Enter or Do Not Proceed sign even if no operating machinery is visible. Attached to this permit is a notice which each participant are to be given a hard copy and must be discussed at your briefing prior to the commencement of the event.
- Contact HQPlantations under 0419 849 685 or regina.dodd@hqplantations.com.au 6 weeks prior to event to discuss potential impediments to route.

Yours Sincerely



Bob Lewis
Operations Manager, Mary Valley
HQPlantations Pty Ltd
as a delegate of the Chief Executive of the Forestry Act 1959

**Phone** (07) 5484 4204 **Facsimile** (07)5484 5220

Email

visitor.permits@hqplantations.com.au

Address: PO Box 37

IMBIL

Queensland 4570

Website www.hqplantations.com.au





# **Permit To Traverse**

#### **DEFINITIONS**

In this permit unless a contrary intention appears:

"HQPlantations Pty Ltd":- includes its officers, employees and authorised agents.

"Formed road": - means a graded road with both a camber and drainage (flat-bladed firebreaks not included).

"Participants":- includes persons participating in the event authorised by the permit (other than the Permittee and the Permittee's agents).

"Permit":- means a permit or other authority granted under the Forestry Act 1959 and associated subordinate legislation.

"Permit Area":- means the Plantation Licence Area or parts thereof as specified in the Permit and Schedule A to which the Permit applies.

"Permittee":- means the person or incorporated body whose name appears herein and where the context requires or permits, the Permittee's members, employees and agents.

"Plantation Licence Area":- Area of State Plantation Forest under licence to HQPlantations Pty Ltd.

"Vehicle":- Includes a motor vehicle, trailer, bicycle, carriage, cart, wagon and any other means of transport or conveyance designed for movement upon wheels, whether or not the vehicle is for

Permit Number: PTT2678

Valid from: 13/02/2024 to 27/07/2024

Permittee: Brisbane Sporting Car Club Ltd

Registered Address: Unit 16-23 Ashtan Place BANYO QLD 4014

Contact person: Margaret Mackay

This permit shall remain in force from 13/02/2024 to 27/07/2024 unless cancelled or suspended in accordance with the Act or permit conditions.

The Permittee must comply with:

the provisions of the Forestry Act 1959 and Forestry Regulation 1998 (the Act);

• the activity details, specific and the general conditions contained within Schedule A, B and C of this permit; and

any additional conditions and maps attached to the permit.

Issuing Officer: Bob Lewis **HQPlantations** *Pty Ltd* 

as a delegate of the Chief Executive of the Forestry Act 1959

Signature:



Date: 09/04/2024



#### SCHEDULE A - ACTIVITY DETAILS

#	Date	Activity	PLP	Particip (vehicle)
1	27/06/2024 - 30/06/2024	Competitive Motorvehicle Event	82 Brooyar (PLP0082) 135 Imbil (PLP0135) 242 Widgee (PLP0242) 256 Imbil North (PLP0256) 435 Amamoor (PLP0435)	200 (300)
2	13/02/2024 - 26/06/2024	Setting Up		10 (3)
3	01/07/2024 - 27/07/2024	Cleaning Up		12 (6)

#### SCHEDULE B - SPECIFIC CONDITIONS

- 1. The event route is restricted to that approved by HQPlantations. Any changes to the route must be submitted for approval to the Operations Manager in writing. No deviation from this route, without the consent of HQPlantations is permitted.
- 2. Access to flat-bladed tracks (fire breaks) is not permitted except where agreed as part of a prearranged tour route with the Operations Manager.
- 3. The Permittee must ensure that the event route is clearly marked and that an appropriate number of marshalls and checkpoints are located on the approved route to ensure all participants use the approved route.
- HQPlantations Pty Ltd reserves the right to close roads as required for operational purposes (e.g harvesting and establishment of plantations) or during periods of adverse weather conditions. Entry into areas closed for any reason is prohibited.
- 5. Travel by vehicle by permittees and participants is restricted to formed roads. Parking must not restrict access to roads, tracks or fire breaks.
- 6. The Permittee must notify all the stakeholders (listed in Schedule D) of the event a minimum of one (1) week prior to the event.
- 7. The Permittee must contact the HQPlantations Pty Ltd Office (during business hours) on 5484 4210 or email visitor.permits@hqplantations.com.au for advice on forest road suitability and/or notification of incidents occurring on Plantation Licence Area 1 month before commencing any activity on the Plantation Licence Area.
- 8. The Permittee shall cause all access points to the competitive route to be marked as specified below:
  - All access to the competitive route must be blocked with tape, bunting or similar highly visible barrier material.
  - All minor access points with no evidence of recent use are to have a clearly legible sign attached to the bunting or tape.
  - All other access points other than the major access points shall have standard "DANGER
     ROAD CLOSED" signs erected in conjunction with the bunting
  - iv. Major access points and spectator areas, shall have in addition to the provisions in (iii) above, shall have road blocks attended by marshals.
- 9. The Permittee is to ensure that officials do not establish checkpoints on any current forest harvesting sites within the Plantation Licence Area should they exist. These sites will have "DANGER" or "NO ENTRY" regulatory signage displayed on any road access point.
- 10. The Permittee shall cause access to the designated spectator areas to be clearly signposted, barricaded and managed..
- 11. Daily record and fees (as specified in Schedule D) are to be forwarded to HQPlantations Pty Ltd, Red Road, BEERBURRUM Q 4517 every quarter. Nil returns must be submitted for months where no access to the Plantation Licence Area was made.

- 12. Smoking including e-cigarettes is prohibited within HQPlantations Licence Area.
- 13. HQPlantations licence area can be closed at short notice due to a number of factors from high fire danger to wet weather conditions and with the closure comes the cancellation of permitted events. The Permittee should have a plan b should this occur.
- 14. Prior to the event the Event Director must site for each competitor:
  - a) vehicle registration under the Transport Operations (Road Use Management) Act 1995 for use on public roads
  - b) the rider/driver's current drivers license (not including a learner's permit).
  - c) the competitor's third party insurance policy endorsed for competition.
  - d) The Permittee shall cause all access points to the competitive route to be marked as follows or as directed by a Plantation Officer.
- 15. Testing sessions may only be run by the "Clerk of Course" or the "Course Checker".
- 16. The Permittee is to ensure that the HQPlantations spill plan is integrated into the Rally Operations Handbook and be able to demonstrate its implementation.
- 17. The Permittee is to ensure that there is a minimum 50m buffer between the Service Area and any waterway.
- 18. Permittees entering the Plantation Licence Area must have a UHF radio available and use the channel and call points identified on road signs to contact other forest workers.
- 19. Course marking crews must wear high visibility clothing and make sure that vehicles are parked well off the road when placing or removing signs.
- 20. A sweep car should go ahead of the racing vehicles to detect the presence and scare animals off the road. Race officials and controllers should have wildlife rescue numbers on hand to report any injuries and co-ordinate access.
- 21. Ensure all "staff" have wildlife rescue numbers in their phones, and are aware of a system to organize retrieval of injured wildlife (especially koalas).

Numbers for local Imbil/Gympie groups are:

RSPCA 1300 264 625 (monitored 24 hours)

ANNARA 5484 9111

- 22. The Permittee must ensure that all participants are made aware of the presence of harvesting trucks within the forest and ensure that all riders keep to the extreme left of all roads at all times.
- 23. The Permittee must obey a Do Not Enter or Do Not Proceed sign even if no machinery are visible.
- 24. Permittees and participants must comply with all closures, including road or bridge closures, worksite closures, restricted areas, and plantation closures due to extreme weather. Permittees can check for weather-related closures at www.hqplantations.com.au/closures.

#### **Health & Safety**

"Every day, everyone returns home safe" – is HQPlantations safety vision.

HQPlantations is committed to ensuring the health and safety of all people who enter its plantation estates including any employees, contractors, workers, volunteers, visitors, and Permittees.

It is for this reason that all Permittees who enter the plantation area where they carry on an activity understand the potential hazards that may be found and the strategies that can be put in place to eliminate or reduce any known risks. In addition, the Permittee needs to ensure they understand their own health and safety obligations with respect to HQPlantations, themselves, and other persons.

#### **Permittee Health and Safety Obligations**

- 25. Ensure the Permittee, or in the case where the Permittee is a business entity, organisation, or association, its authorised representative, complete the Plantation Safety Induction (online or hardcopy) in order to understand the hazards known by HQPlantations to be found on HQPlantations estates and the types of controls that can be put in place to eliminate or reduce any risks.
- 26. Ensure all participants, spectators, and other visitors to the event are made aware of the health and safety requirements for the event (in particular, hazards identified through the Permittee's risk assessment process) and are encouraged to undertake the Plantation Safety Induction (online or hardcopy) where this is appropriate due to the risk exposure.
- 27. Are made aware of the health and safety requirements for the permitted activities (in particular, hazards identified through the Permittee's risk assessment process).
- 28. Take reasonable care that your acts or omissions do not adversely affect the health and safety of yourself and / or others as all persons entering the permit area, have general obligations under the *Work Health and Safety Act 2011* (Qld).
- 29. Be aware of the environment around you so you can identify any potential hazards.
- 30. In consultation with HQPlantations and any relevant person(s) who may be affected by the permitted activities, carry out a risk assessment of the area on the plantation estate where you will be carrying on the permitted activities so as to identify any hazards that may cause harm to yourself or others and put in place controls to eliminate or reduce any risks arising from the hazards.
- 31. Make sure you follow all HQPlantations safety signage, as these signs are there for your safety.
- 32. Comply with instructions / safety directions of HQPlantations personnel, as they are trying to eliminate or manage potential safety risks.
- 33. Never enter an active worksite including but not limited harvesting, haulage, road construction/maintenance, or other forestry operations.
- 34. Do not smoke on any of HQPlantations estate, as fire is a critical risk to yourself, other persons, and the estate.
- 35. To protect yourself and others ensure you wear the correct Personal Protective Equipment (PPE) including footwear and clothing, and have available other resources (e.g. water, communication equipment) as there are many hazards on the estate including but not limited to insects, snakes and spiders, wasps, bees, and ants, wild, feral, and other dangerous animals, poisonous plants, and extreme temperatures.
- 36. Ensure you have an emergency plan for your activity as serious emergencies including fire, heavy rain, or injury can occur at any time.
- 37. If you identify a hazard, notify HQPlantations as soon as practicable so that we can take action and notify others.
- 38. If a safety event causing injury occurs, notify HQPlantations immediately.

HQPlantations online *Plantation Safety Induction* can be accessed via the Health & Safety page on HQPlantations website using the following link – https://www.hqplantations.com.au/our-health-and-safety.

For further information on health and safety matters at HQPlantations, please contact your local HQPlantations office, or our *People & Safety* team on (07)3882 8271 or via email at safety@hqplantations.com.au.

#### SCHEDULE C - GENERAL CONDITIONS

- The Permittee, in having access to or using the Permit Area by a vehicle pursuant to this permit must only use the route as agreed to by HQPlantations Pty Ltd. HQPlantations Pty Ltd's preference is to use only use formed roads. In connection with access to or use of the Permit Area, the Permittee shall ensure that any gates encountered are left either open or closed as they are found, unless otherwise directed by a HQPlantations officer, employee or agent.
- 2. The Permittee and Participants must at all times comply with any direction contained in or given by a sign or notice erected, placed or displayed on the Permit Area.
- 3. HQPlantations Pty Ltd may at any time require The Permittee to remove a specific competitor, service crew, support staff, official or club member from the Permit Area and thereupon the Permittee shall remove from the Permit Area such persons and no such persons removed shall be permitted back on the Permit Area without the consent in writing of HQPlantations Pty Ltd.
- 4. Notwithstanding the currency of this Permit, the Permittee must not use forestry roads or tracks in a manner or at such times (e.g. during periods of wet weather) when such use would cause unreasonable damage to the road or track surface. For the purpose of this condition, the term "unreasonable damage" means damage caused to the surface of a forestry road or track by any agency, of a nature which would require extensive works to facilitate proper drainage of water off the surface of that road or track or safe passage of any vehicle or person along it.
- 5. The Permittee must pay the amount of all costs and expenses incurred by HQPlantations Pty Ltd in repairing or making good any damage occasioned to the Permit Area where such damage has occurred as a result of or in connection with the activities of the Permittee and participants on the Permit Area. Without limit to the generality of the foregoing, the Permittee shall pay costs and expenses so occasioned and incurred by HQPlantations Pty Ltd in the suppression of fire and the repair of damage occasioned by fire.
- 6. HQPlantations Pty Ltd and/or the Permittee may insist on a joint inspection by agents of the Permittee and a representative of HQPlantations Pty Ltd before and after the event in particular cases where damage is considered likely.
- 7. Reference to a statute includes all regulations under and amendments to that statute whether by subsequent statute or otherwise and a statute passed in substitution for the statute or incorporating any of its provisions.
- 8. The use of the Permit area for the activity authorised by this permit is subject to the provisions of the Forestry Act 1959 and Forestry Regulations relevant to the use of the Permit Area including these conditions and provisions relating to the use of fire, littering, damage to property and forest products, and behaviour.
- 9. The Permittee and Participants must at all times comply with any direction given by a HQPlantations officer, employee or agent in regard to the use of the Permit Area by the Permittee or the participants where such direction is necessary to maintain the good order of the Permit Area, protect HQPlantations assets or maintain the safety of any person using same.
- 10. HQPlantations Pty Ltd reserves the right to cancel this Permit, verbally or in writing, or vary any condition of the Permit at any time prior to or during the event if, in HQPlantations Pty Ltd's opinion, continuation of the event under the existing conditions of the Permit was or is likely to result in unacceptable risk to any person or damage to any property, or a breach of the Forestry Act 1959 or any condition of the Permit.
- 11. The Permittee must submit for the prior approval of HQPlantations Pty Ltd details of all advertising material and information brochures associated with the use of the Permit Area under the authority of this Permittee before such materials are used and shall comply with any direction of HQPlantations Pty Ltd in relation to such material and brochures necessary to ensure that the content of such materials and brochures is consistent with the management objectives of the Permit Area and the purpose for which this Permittee is issued.

- 12. The Permittee shall have only such rights in relation to the Permit Area as are specifically granted by the Permit and nothing in the Permit is to be construed as granting an exclusive right of way over, exclusive use of, or any estate or interest in the Permit Area or in any manner limiting the power of the HQPlantations Pty Ltd to manage the Permit Area.
- 13. Amendments to the specification as detailed in Schedule A of this Permit may be requested by the Permittee in writing and may be approved by the HQPlantations Pty Ltd at HQPlantations Pty Ltd's discretion in writing.
- 14. The Permittee must pay to HQPlantations Pty Ltd such fees as are prescribed in the Forestry Regulation 1998 for the issue of a Competitive Event Permit, as described in Schedule D attached. Any amount payable to HQPlantations Pty Ltd to cover the cost of repairs is in addition to such permit fees.
- 15. HQPlantations Pty Ltd does not warrant or guarantee that the whole or any part of the Permit Area will at all times be available and is free from defect or that it is safe, fit, suitable or adequate for use for the purposes for which this permit is issued, and the Permittee acknowledges that to the extent permitted by law HQPlantations Pty Ltd will not be liable to compensate the Permittee for any loss incurred as a result of any such unavailability or any defect or unsuitability of the Permit Area. The Permittee uses the Permit Area entirely at its own risk amd must check the Permit Area to ensure that it is safe and suitable for the permitted purpose under this Permit before undertaking such permitted purpose.
- 16. The Permittee must not in the exercise of its rights under this Permit represent the Permittee as an employee or agent of HQPlantations Pty Ltd nor shall the Permittee suffer such representations to be made.
- 17. The Permit and attached Schedules must be carried by the Permittee at all times while traversing the Permit Area.
- 18. The Permittee:
  - a) indemnifies; and
  - b) releases and discharges the State of Queensland (the "State"), HQPlantations and their respective officers, employees and agents from and against all actions, proceedings, claims, demands, costs, losses, damages, liability and expenses which may be brought against, or made upon the State, HQPlantations or any of their respective officers, employees or agents or which the State, HQPlantations or any of their respective officers, employees or agents may pay, sustain or be put to by reason of, or in consequence of, or in connection with this Permit and the occupation and use of the Permit Area by the Permittee or any Participant, except to the extent of any unlawful act of the State, HQPlantations or their respective officers, employees or agents.
- 19. The Permittee (if an incorporated entity or group) must take out and maintain for the duration of this permit an insurance policy ("the insurance policy") that includes public liability cover of not less than twenty million dollars (\$20,000,000), or other amount as specified by HQPlantations, in respect of the death of or injury to any person, or the loss of or damage to any property (including any area managed by HQPlantations), arising out of or in connection with the Permittee's activities pursuant to this Permit. The insurance policy must cover the Participants (including all invitees, employees, contractors, agents, members or customers of the Permittee) and name HQPlantations and the State of Queensland as interested parties.
  - a) The Permittee must provide a copy of the insurance policy, and a copy of the certificate of currency of the insurance policy, to HQPlantations when required by HQPlantations.
  - b) HQPlantations may suspend or cancel this permit if the Permittee fails to comply with the obligations in condition (19) or (19a).
- 20. The Permittee must report all incidents involving death of or injury to any person to HQPlantations. Incident involving death or serious injury (involving hospitalisation) must be reported to HQPlantations immediately. All other injuries and incidents must be reported the next business day.

- 21. The placement of any route markers, signs, controls, checkpoints or any similar device must be either free standing or tied to trees, not nailed, and must be removed at the completion of the activity. No route marker, sign, control, checkpoint or similar device shall be so positioned as to obscure traffic and forest management signage.
- 22. The vehicle(s) covered by this Permit must be registered under the Transport Operations (Road Use Management Vehicle Registration) Regulation 2010 for use on public roads.
- 23. A person must not drive or ride a motor driven vehicle into or over the Permit Area pursuant to this Permit unless the person is the holder of a current drivers licence (excluding a learners permit) under the Transport Operations (Road Use Management Driver Licensing) Regulation 2010 applicable to that class of vehicle.
- 24. Any person driving a vehicle within the Permit Area must comply with the following:
  - a) Drive in a manner appropriate for the current road conditions and consistent with the reasonable demands of safety, having regard to the road width, surface conditions, visibility, grade, traction, weather conditions and other forest users.
  - b) Comply with the requirement of any notice regulating the speed, movement or parking of the vehicle.
  - c) Keep as close as practicable to the left boundary of any road or track.
  - d) At all times comply with the direction of a HQPlantations officer, employee or agent in regard to the use, operation, movement or parking of the vehicle.
- 25. The Permittee is responsible for the use of vehicles by the employees, members and / or agents of the Permittee within the Permit Area.

#### **SCHEDULE D - FEES**

Fees payable include:

Fee TypeAmountDuePaidMaximum per vehicle per day\$53.4014/07/2024no

Fees shall be paid by the due date listed above and must be accompanied by a completed participation record.

All fees are to be forwarded to HQPlantations Pty Ltd Red Road BEERBURRRUM QLD 4517

### SCHEDULE E - INTERESTED PARTIES

SF	Name	Email
82 Brooyar	Higher Ground Group Pty Ltd	danh@higherground.com.au
135 Imbil	gz. Stoania Stoap i ty Eta	
242 Widgee		
256 Imbil North		
435 Amamoor		
82 Brooyar	Lucy Terry	terry@biology.utah.edu
135 Imbil		
242 Widgee		
256 Imbil North		
435 Amamoor		
82 Brooyar	The Baptist Union of Qld	Rob.May@mapleton.qccc.org.au
135 Imbil		
242 Widgee		
256 Imbil North		
435 Amamoor	F	
82 Brooyar	Entomological Society of Queensland	esq@uqconnect.net
135 Imbil		
242 Widgee		
256 Imbil North		
435 Amamoor 82 Brooyar	Queensland Mycological Society Inc	magan pranco@dni ald gov ou
135 Imbil	Queensiand mycological society inc	megan.prance@dpi.qld.gov.au
242 Widgee		
256 Imbil North		
435 Amamoor		
82 Brooyar	Mary River Catchment Coordinating	admin@mrccc.org.au
135 Imbil	Association	
242 Widgee		
256 Imbil North		
435 Amamoor		
82 Brooyar	University of the Sunshine Coast	rlamont1@usc.edu.au
135 Imbil		
242 Widgee		
256 Imbil North		
435 Amamoor		
82 Brooyar	Conrad Hoskin	conrad.hoskin@jcu.edu.au
135 Imbil		
242 Widgee 256 Imbil North		
435 Amamoor		
82 Brooyar	THE OUTDOOR EDUCATION	
135 Imbil	CONSULTANTS	
242 Widgee		
256 Imbil North		
435 Amamoor		
82 Brooyar	Romane Cristescu	rcristes@usc.edu.au
135 Imbil		
242 Widgee		
256 Imbil North		
435 Amamoor		
82 Brooyar	ABET SAFETY SOLUTIONS PTY LTD	michael@4wdadventures.com.au
135 Imbil		

0.40.14".		
242 Widgee		
256 Imbil North		
435 Amamoor		
,	James Dawson	dawsonjimmy1@gmail.com
135 Imbil		
242 Widgee		
256 Imbil North		
435 Amamoor		
82 Brooyar E	BSIRK PTY LTD	
135 Imbil		
242 Widgee		
256 Imbil North		
435 Amamoor		
	QUOLL SOCIETY OF AUSTRALIA	info@quollsa.org
135 Imbil		
242 Widgee		
256 Imbil North		
435 Amamoor		
82 Brooyar N	ML & WL DENNIS t/a Dirt Dayz	info@dirtdayz.com.au
135 Imbil	·	,
242 Widgee		
256 Imbil North		
435 Amamoor		
82 Brooyar N	Mark Kennard	m.kennard@griffith.edu.au
135 Imbil		
242 Widgee		
256 Imbil North		
435 Amamoor		
82 Brooyar S	SUSTAINABLE ADVENTURES PTY LTD	alexander@passionate.com.au
135 Imbil		
242 Widgee		
256 Imbil North		
435 Amamoor		
82 Brooyar L	_yndon Sheather	decmac@bigpond.com
135 Imbil		
242 Widgee		
256 Imbil North		
435 Amamoor		
	_uke Czajkowskyj	trailboundmoto@gmail.com
135 Imbil		
242 Widgee		
256 Imbil North		
435 Amamoor		

## **PARTICIPATION RECORD**

Permit Holders Name:	Brisbane Sporting Car Club Ltd	Permit Number:	PTT2678
Month:		Year:	

Date	Area Visited	No of Competitors	
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
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15			
16			
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18			
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20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
Total no of competitors			
X fee per vehicle per day \$53.40			
(=) fees payable			

### **TOTAL FEES PAYABLE**

\$

I hereby certify that the numbers listed above are a true and accurate record of the total number of people who participated in this activity and the number of people who camped on the permit area as part of this activity and the amount enclosed represents the total monies payable.

Signature Date:

