# RARITAN TOWNSHIP DEER MANAGEMENT RULES, REGULATIONS AND WAIVER FORM

## RULES FOR OBTAINING AND RETAINING PERMISSION TO PARTICIPATE IN THE DEER MANAGEMENT PROGRAM:

- The Township of Raritan uses regulated bow hunting as a method for managing deer population levels. For that reason, hunters who are allowed to hunt on Township properties are considered "deer managers." Hunting as a wildlife management technique supports the protection of the natural environment, fosters a diverse ecosystem, and helps to ensure that the land you enjoy today will remain healthy for future generations.
- 2. Deer management activities are allowed only with the express permission of Township of Raritan, and only in strict compliance with the Township's deer management rules. The Township of Raritan endeavors to be fair in granting permission to carry out deer management activities on its lands. However, for the good of the program and the protection of the lands for which it is responsible, the Township of Raritan reserves the right to withhold or revoke such permission at any time for any reason, in its sole and absolute discretion. All decisions made by the Township of Raritan shall be final and binding, without recourse of any kind.

#### **GENERAL RULES:**

- 1. Deer managers must comply with all applicable N.J. Division of Fish and Wildlife laws and regulations. Violation of state laws or regulations may result in immediate dismissal from the program.
- 2. State law prohibits bow hunting on Sundays on municipal property.
- 3. Deer managers may harvest only deer. No hunting of any other species and no trapping of any kind is permitted.
- 4. Your Township Hunt Permit the bottom portion of your Township Vehicular Parking Permit — must be in your possession at all times, along with your valid hunting license, while engaged in deer management activities on Township property.
- 5. Township Hunt Permits are not transferable.
- 6. While on any Township property, deer managers are required to follow any instructions given by any Raritan Township staff member or police officer.
- 7. Deer managers must be courteous and respectful at all times to neighbors, guests and other deer managers at the property.
- 8. Any problems or concerns with guests or other deer managers should be reported promptly to the Department of Public Works or Township Police.

- 9. Any illegal activities observed should be reported promptly to local law enforcement, Raritan Township Police Department (908) 782-8889.
- 10. Alcohol is prohibited on Township property.
- 11. No deer manager shall post any sign or notice of any kind anywhere on the property without explicit approval from the Township of Raritan.
- 12. Deer managers are strictly prohibited from interfering with any management, research, or recreational activities on the property.
- 13. Although Township properties are closed to the public from sunset until sunrise, deer managers have the privilege of entering the property as early as desired during the Deer Management Period, so long as their activities are directly related to the deer management program. Similarly, they may remain on the property as long as necessary if their activities are directly related to deer management activities (tracking a wounded deer, for example). This is not intended to grant permission for 24-hour access to the designated property. Deer managers are expected to exercise this privilege with discretion.

#### HUNTING STAND, BAITING, AND OTHER EQUIPMENT RULES

- 1. Only portable, temporary hunting stands are permitted. These include the following types: ladder stands, lock-on stands, and climbing stands. Construction of homemade stands composed of lumber nailed or otherwise affixed to trees, or similar designs, are strictly prohibited. All use of such stands is also prohibited. Any hunter using such a "homemade" tree stand will be removed from the program. The use of temporary ground blinds is permitted.
- 2. DEER STANDS, BLINDS AND FEEDERS MUST NOT BE LOCATED WITHIN 50 FEET OF A PROPERTY LINE.
- 3. All hunters must wear a fall-arrest safety harness at all times while occupying an elevated stand and while installing a stand from an elevated position.
- 4. No cutting of trees, saplings, or shrubs is permitted. Trimming twigs and small branches in close proximity to tree stands is permissible.
- 5. No nails, spikes, screws, or climbing spikes are permitted.
- 6. No trail construction of any kind is allowed.
- 7. Baiting is allowed provided it is consistent with the following:
  - a. The goal shall be for most of the bait, and most forms of bait, to be available to deer only during legal hours. Nocturnal feeding of deer is counter to the goals of the Deer

Management Program, and it reduces your chances of seeing and bagging deer.

- b. Baiting shall begin no earlier than the beginning of the Deer Management Program, and shall end no later than the last day of the season.
- c. Deer managers may offer bait using timed deer feeders set to distribute bait no earlier than dawn, and no later than one hour before sunset.
- d. In addition to this, or alternatively, deer managers may also distribute bait (of any suitable type) by hand, no earlier than one hour before dawn, and no later than one hour before sunset.
- e. In any case, at no time can the amount of bait available to deer exceed the capacity of a one-gallon bucket.
- f. Mineral blocks are prohibited.
- g. All other forms of baiting are prohibited.
- 8. All equipment used in deer management activities, including hunting stands, feeders, and cameras, must be clearly labeled with owner's CID#.
- 9. All deer management equipment, supplies and all personal belongings including tree stands, feeders, and cameras are to be removed from the property by the end of the month of March. Township personnel will dispose of any deer management equipment, supplies, or personal belongings that remain on any property after the "Deer Management Period."

#### VEHICULAR ACCESS RULES

- 1. The use of motor vehicles on township property by the public is prohibited.
- 2. Vehicles are to be parked only in areas designated as appropriate by the Township of Raritan.
- 3. Your Township Vehicular Parking Permit must be clearly displayed on the dashboard of any vehicle that you park at the Township Property.
- 4. No unregistered or uninsured vehicle shall be permitted on Township Properties at any time for any reason. Off-road vehicles (ORVs), in particular, are strictly prohibited. Use of ORVs on Township property will result in automatic loss of your deer management privileges and permanent exclusion from deer management activities at Township Properties.

Instructions: Adults must complete the front of this form.

For minors, please complete both front and back of form. Each individual must submit a separate form.

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### WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

Please read carefully before signing. This is a release of liability, waiver of certain legal rights, and an indemnification agreement.

In consideration for my being permitted to participate in the activities of Township of Raritan Deer Management Program, I agree to the following Waiver, Release, and indemnification Agreement:

I acknowledge that deer hunting or volunteering for stewardship activities has inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a natural environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

- 1. The risk of handling firearms, bows, and crossbows and being near others that have firearms, bows, and crossbows in their possession;
- 2. The risk of injury from ammunition, slugs, shot, arrows or other projectiles.
- 3. Risks associated with walking in rugged country, including but not limited to, encounters with wildlife and insects;
- 4. Risks associated with inclement weather conditions;
- 5. The risk of injury from operating any vehicle off the paved road; and
- 6. The risk of injury from the use of tree stands.

I understand the risks, hazards, and dangers as described above and have had the opportunity to discuss them with the Township of Raritan Deer Management Program Administrators. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES AND USING THE SERVICES OF THE TOWNSHIP OF RARITAN WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH. Lastly, I, for myself, my heirs, successors, executors, assigns, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS the Township of Raritan, its elected officials, agents, employees, and volunteers, from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, negligence of any kind or nature, weather foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss injury, paralysis, or death results from negligence of the Township of Raritan or from some other cause. I, for myself, my heirs, my successors, executors, assigns and subrogees, further agree not to sue the Township of Raritan as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of the Township of Raritan Deer Management

Program. I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT. **Print Name** Signature Date Phone Mailing Address\_\_\_\_\_ Number\_\_\_\_ INDEMNIFICATION AGREEMENT: MINORS Print Name of Minor: In consideration for the above minor being permitted by the Township of Raritan to participate in the activities of hunting on its property, I agree to the following waiver, release and indemnification: The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend the Township of Raritan, owners of the property, which I seek hunting or volunteering permission, their elected officials, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), made or brought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in activities on property owned by the Township of Raritan. I, for myself and on behalf of said minor, further agree not to sue the Township of Raritan, owners of the property, as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in activities on property owned by Raritan Township.

Date

Signature of Parent, Guardian, or Custodian of Minor

Print Name of Parent, Guardian, or Custodian of Minor

Signature of Witness	Date
Print Name of Witness	