

**JOHNSON COUNTY HERITAGE TRUST
LIMITED PERMISSION FOR HUNTING**

Provided that the undersigned hunter agrees to and remains in full compliance with all provisions contained in this document, then **subject to this document** the undersigned may hunt on the Johnson County Heritage Trust real estate ("JCHT Property") identified below for the specified game during the legal hunting season(s) therefor for the time period and subject to any additional limitations/conditions as follows:

JCHT Property: _____

Specific Game: Female Deer Only

Dates of applicable Season: _____

Time Period: _____

Additional Limitations/Conditions:

- That all *Rules for Hunters* set out on the attached Exhibit A are complied with fully.
- _____
- _____
- _____
- _____

This limited and conditional permission only authorizes the undersigned hunter, subject to the specified terms and conditions in this document, to hunt on the JCHT Property. It does not authorize any guest or companion of the undersigned hunter or any other person to hunt on JCHT Property.

Notwithstanding any other provision of this document, the JCHT reserves the right to revoke or modify this permission at any time for any reason upon notice to the undersigned hunter.

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**CONDITIONS FOR HUNTING ON JOHNSON COUNTY HERITAGE TRUST PROPERTY
AND
RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT**

As a condition for my being given this permission to hunt on JCHT Property I , the undersigned hunter, understand that I must be a current dues paying member in good standing of the Johnson County Heritage Trust ("JCHT") at least at the minimum annual dues rate.

I acknowledge and understand that i) observing or participating in any type of hunting is potentially dangerous to me; ii) operating weapons or participating in any way in shooting, handling and/or carrying weapons is potentially dangerous to me; iii) hiking in natural areas poses both exposed and hidden conditions from the terrain, flora, fauna and other natural features that are potentially dangerous to me; and iv) my permission to hunt on the JCHT Property is not exclusive and that others may also be hunting at the same time that I am hunting and that such other hunters pose a potential danger to me. **I fully assume all such risks of personal injury in connection with any and all of my permitted hunting or other activities on JCHT Property. As consideration and a material inducement for JCHT to grant this limited permission to me, I hereby waive any and all claims against JCHT and its directors, officers, employees, volunteers, representatives and agents for any injuries and damages that I may incur on the JCHT Property or elsewhere arising directly or indirectly from my hunting related activities permitted under this document.**

I acknowledge and understand that participating in any type of hunting activity is potentially dangerous to others. I further acknowledge and agree that I am responsible for all of my hunting activities including, but not limited to, the operation of my weapon and for any injury or damage that I may inadvertently or intentionally cause from such activities to i) any guest of mine or any other

person who may be on or near the JCHT Property, and ii) any property of the JCHT or any other person that may be on or near the JCHT Property.

I represent that I have read and understand all Iowa laws and regulations governing the hunting activities permitted in this document, and I agree to fully comply with all such laws and regulations while I am on or near JCHT Property. I further represent that I have sufficient experience, training and/or knowledge in safe hunting practices so that I am able to participate in the permitted hunting activities without creating a hazard to myself or others.

I acknowledge that I am solely responsible for the sufficiency, safety and operation of all my hunting equipment and gear and that the JCHT assumes no responsibility for such matters.

I acknowledge and understand that maintaining and preserving the natural features of JCHT Property is a primary mission of JCHT, and I agree not to damage any natural or other features of JCHT Property. I will not use tree stands that are damaging to trees, nor will I use motorized vehicles or any other power equipment on JCHT property unless with special and specific written permission of the JCHT property manager for the JCHT Property.

I acknowledge and understand that the consumption of alcohol, marijuana and/or other drugs, legal or otherwise, may impair my ability to safely hunt and properly operate weapons. I agree not to hunt while under the influence of alcohol, marijuana or any drug, legal, illegal or otherwise.

As further consideration and as a material inducement for JCHT to grant this limited permission to me, I hereby agree to indemnify, defend and hold harmless the JCHT and its directors, officers, employees, volunteers, representatives and agents from and against any and all claims, judgments, settlements, costs, fines, penalties, expenses, (including but not limited to attorney fees, defense costs and court costs) and any other liabilities resulting from injury, loss or damages to any third-party arising directly or indirectly from my hunting or other activities on the JCHT Property.

I agree that this document shall be binding upon me and upon my personal representatives, beneficiaries, heirs and successors in interest.

I agree that I shall be responsible for any damage that I may cause to the JCHT Property and shall promptly restore such damage or, upon JCHT's election and invoice, promptly reimburse JCHT for the reasonable costs of restoration.

I HAVE READ THE FOREGOING CONDITIONS FOR HUNTING ON JCHT PROPERTY AND RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT. I FULLY UNDERSTAND ITS TERMS AND CONDITIONS AND KNOWINGLY AND VOLUNTARILY AGREE TO BE BOUND BY SUCH TERMS AND CONDITIONS.

HUNTER

_____ **Date:** _____
[Signature of Hunter]

[Print Name of Hunter]

Street Address: _____

City/State/Zip Code: _____

Cell Phone: _____ Home Phone: _____

APPROVAL BY JOHNSON COUNTY HERITAGE TRUST

Johnson County Heritage Trust

By: _____, _____ **Date:** _____
[Signature of Authorized Officer]

_____, **title**
[Print Name of Authorized Officer]

EXHIBIT A

Rules for Authorized Hunters

1. Only deer hunting is to be allowed on Johnson County Heritage Trust Property when appropriate for wildlife management purposes only.
2. No permanent tree stands or blinds may be utilized on any Johnson County Heritage Trust Property.
3. No hunting apparatus, tools, or equipment may be nailed, bolted or otherwise affixed to any tree, shrub or fixture on Johnson County Heritage Trust Property.
4. Temporary stands in conformance with these rules may be put up one week prior to a particular hunting season and must be removed no more than one week following the end of such hunting season.

This Exhibit A is subject to change from time to time. Any authorized hunter should periodically check with the Johnson County Heritage Trust to verify the current rules.