

HUNTING/FISHING AUTHORIZATION AND HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Through this Agreement (“Agreement”), the City of Moorhead, Minnesota (the “City”) hereby gives permission to _____,

an individual, whose mailing address is _____
(the “Permitted Party”), to bow hunt deer and turkeys and for fishing access on the property owned by the City as described on the attached map (“the Access Area”), subject to all applicable laws and regulations and the terms and conditions of this Agreement.

The permission granted by this Agreement shall terminate automatically at the conclusion of the _____
[year] Minnesota bow hunting and fishing seasons, unless terminated earlier under this Agreement.

The Permitted Party must hold valid Minnesota hunting and fishing licenses and adhere to all current hunting and fishing regulations, including the City of Moorhead’s Hunting Policies. The Permitted Party acknowledges that the Access Area is located near residential properties and Permitted Party must take satisfactory safeguards to prevent any damage or injury to any person or property of any kind. The Permitted Party must not disturb any of the surrounding residences and their occupants in any way. The Permitted Party may not use alcohol while hunting. This Agreement allows only the Permitted Party, and no other person, to hunt or fish in the Access Area. The Permitted Party shall remove all garbage, stands, debris, and harvested game from the Access Area.

The Permitted Party, on behalf of himself/herself, his/her heirs and assigns, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, shall indemnify and hold harmless the City, its officers, directors, attorneys, employees, successors and assigns (the “the City Releasees”) from and against all claims, litigation, obligations, liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorneys’ fees, and causes of action of any kind whatsoever (fixed or contingent, liquidated or unliquidated, pending or threatened and whether at law or in equity in any forum), including death and injury to person or property, occurring in connection with or arising from or proximately caused by the hunting or fishing of the Permitted Party. Should any claim against the City Releasees arise as a result of the actions or omissions of the Permitted Party, the City may engage legal counsel of its own choosing to defend itself, with the cost to be paid by the Permitted Party. The parties specifically intend that the Permitted Party bear all costs and risks associated with Permitted Party’s hunting in the Access Area and that the City is to not be liable in any regard for Permitted Party’s activities.

Permitted Party must maintain insurance that covers any acts arising in the Access Area, for the benefit and protection of the City.

The City may amend or revoke this Agreement at any time with or without notice and for any reason or no reason.

This Agreement should be carried at all times by Permitted Party when on City properties. And when requested, Permitted Party shall present this Agreement to law enforcement and/or Oakport Township residents. Authorization to Permitted Party will include issuance of a placard to place on the dash of the vehicle while in the field in the Oakport Area (per attached map), so residents and law enforcement can identify those vehicles with the proper permissions.

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

CITY OF MOORHEAD, MINNESOTA

INDIVIDUAL

By: _____

(sign)

Its: _____

Date: _____

Date: _____

ATTACH ACCESS AREA MAP