

HUNTING/FISHING AUTHORIZATION

HOLD HARMLESS AND INDEMNIFICATION

Through this Agreement (“Agreement”), the Buffalo-Red River Watershed District (“BRRWD”) hereby gives permission to _____, an individual whose mailing address is _____ (the “Permitted Party”), for access on the properties owned by BRRWD 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 2021 Minnesota 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. See City of Moorhead's Designated Hunting Areas in Tract 2 of Oakport Township at <http://www.cityofmoorhead.com/home/showdocument?id=3178>. 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 BRRWD, its officers, directors, attorneys, employees, successors and assigns (the “BRRWD 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 BRRWD Releasees arise as a result of the actions or omissions of the Permitted Party, BRRWD 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 BRRWD 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 BRRWD.

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

The Hunting/Fishing Authorization Form should be carried at all times by Permitted Party when on BRRWD properties. And when requested, Permitted Party shall present said Authorization to law enforcement and/or Oakport Township residents. Authorizations 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. In the event any of the provisions of this Agreement are declared or determined by any court to be invalid, the same will not affect in any respect whatsoever the validity of the remainder of this Agreement.

BUFFALO-RED RIVER
WATERSHED DISTRICT

INDIVIDUAL

By: _____

Its: _____

Date: _____

Date: _____