

DEFIANCE AREA FISH & GAME ASSOCIATION, INC.
RELEASE OF LIABILITY AND WAIVER

**Release of Liability and Acknowledgement and Acceptance
of Dangers, Risks, and Hazards of Hunting Lease**

By signing this agreement, I hereby acknowledge that I have knowingly and willingly entered a Hunting Lease Agreement, or have become a party bound by the terms and conditions of a Hunting Lease Agreement by and between _____ and the Defiance Area Fish and Game Association, Inc. on the ____ day of August, 20__.

I further acknowledge and understand that no warranty, either express or implied, is made by the Lessor as to the condition of the hunting premises located in Defiance Area, Ohio, or of any roads, buildings, gates or other improvements located thereon. This document serves to warn me that dangerous conditions, risks, and hazards do exist. My presence and activities on these premises expose both me and my property to dangerous conditions, risks and hazards, including but not limited to: condition of the land, both on and off roadways, walking conditions, deep water, persons with firearms, and the use of vehicles. I hereby state that I expressly assume all such dangers risks and hazards.

In consideration for the right to enter the leased premises I hereby release and agree to protect, indemnify and hold harmless The Defiance Area Fish and Game Association, Inc., its respected heirs, agents, assigns, officers, and Board of Directors from and against any and all claims, demands, causes of action and damages, including attorneys' fees, resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the use of the leased premises and all improvements thereon, whether or not caused by the Defiance Area Fish and Game Association Inc.'s negligence or gross negligence. This release applies during the time that I am permitted on the leased premises. I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claims or institute any suit or action at law or in equity against the Defiance Area Fish and Game Association, Inc. or its officers, board of directors, agents, representatives, successors or assigns by reasons of conditions of the premises or activities occurring thereon.

I hereby further understand and agree to abide by all the rules, provisions and terms of this Hunting Lease Agreement as set forth by the Defiance Area Fish and Game Association, Inc. It is understood that the Hunter will be in breach of this agreement in the event that the Hunter fails to follow those rules and terms as set forth in the attachment. I further agree to abide by all State Game Laws as set forth by the State of Ohio and the Ohio Department of Wildlife. In addition to State Game Laws the Hunter agrees to abide by all state and federal laws while on the premises. As the Hunter, I

understand that failure to do so may void this agreement, and the agreement may be canceled at the sole discretion of the Defiance Area Fish and Game Association, Inc. In the unlikely event, I further agree to forfeit any and all present and future claims to the Defiance Area Fish and Game Association, Inc. in regards to the remaining term of the original agreement.

As used in this release, the terms I, my person and myself include minors in my care while on the leased premises.

Dated and signed this _____ day of August, 20_____.

(Hunter's Signature)

(Hunter's Printed Name)

street or PO Box address

city, state, zip code

Vehicle Make & Year: _____ Color: _____

License Plate: _____

§ § § § § § § Below to be completed by Fish & Game Association, Inc. § § § § § § §

Witness/Officer granting permission

Witness/Officer granting permission

Authorization Card Number: _____