



## **Deer Management Program Release/Hold Harmless/Indemnity Agreement**

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The City of New Albany, Ohio has adopted an Ordinance to allow for an Urban Deer Management Program (the "Hunting Program") in the City of New Albany. Uses of firearms are prohibited under the Hunting Program; only a bow and arrow may be used. The Ordinance provides for the New Albany Police Department to regulate, structure and issue permits for the Hunting Program. Prior to being permitted to hunt deer with a bow and arrow under the Hunting Program, all permittees shall be required to execute a release/hold harmless/indemnity agreement to protect the City of New Albany and landowners from any and all liability claims arising out of, or in any way related to, the Hunting Program.

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The undersigned permittee, in consideration of the premises recited herein, and being permitted to participate in the Hunting Program, agrees as follows:

1. The undersigned permittee for himself/herself, his/her spouse, heirs, legal representatives and assigns, releases, waives and discharges the City of New Albany, as well as any and all landowners and/or leasees of any premises upon which activities under the Hunting Program take place, and each of them, their officers and employees ("Releasees"), from all liability to the undersigned permittee, his or her spouse, heirs, legal representatives and assigns, for any and all loss or damage, and any claim or damages resulting from the same, on account of injury to the undersigned permittee's person or property, including without limitation injury resulting in death to the undersigned permittee, whether caused by the negligence of the undersigned permittee or otherwise, while the undersigned permittee is participating in the Hunting Program.
  
2. The undersigned permittee agrees to indemnify the Releasees and each of them from any and all loss, liability, damages, or costs they may incur to the presence of the undersigned permittee in or upon any of the premises where activities under the Hunting Program may occur, whether caused by the negligence of the undersigned permittee or otherwise. The undersigned permittee assumes full responsibility for the risk of bodily injury, death or property damage due to the negligence of the undersigned permittee or otherwise while in or upon any premises where activities under the Hunting Program may occur.

3. The undersigned permittee agrees that this release/hold harmless/indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Ohio, and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned further declares that he/she has read this release and holds harmless agreement, also referred to as the hold harmless agreement, and fully understands the execution of this agreement is a condition to be eligible to obtain a deer hunting permit under the Hunting Program.

Permittee Signature:		Date:	
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Permittee, being duly sworn to and subscribed before me, this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_, City of New Albany Police Department.

Notary Signature:		Date:	
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Notary Seal