

# HUNTING LEASE, LIABILITY WAIVER AND INDEMNITY AGREEMENT

This HUNTING LEASE, LIABILITY WAIVER AND INDEMNITY AGREEMENT (“Agreement” or “Lease”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as “Lessor”) and the following individual or group of individuals, \_\_\_\_\_

\_\_\_\_\_ (hereinafter singularly or collectively referred to as “Lessee”).

## WITNESSETH

Subject to the terms and conditions set forth in this Agreement, Lessor does hereby grant to Lessee the exclusive right to access and hunt only the following game species with the following weapons:

**All game species will all legal firearms and archery equipment for the state of West Virginia, which may be found upon and harvested from the following real estate (hereinafter “Real Estate” or “Leased Area”):**

**Description of Real Estate – Leased Area:**

\_\_\_\_\_  
\_\_\_\_\_

**Game harvests, hunting exclusions and/or harvest specifications for the following Real Estate and Lease are:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lessor and Lessee agree that JA Parsons and Associates, Inc. dba WVLandGroup dba Kanawha Forestry (hereinafter referred to as “WVLandGroup”) is the Leasing Agent regarding this Lease and that all Lease payments, deposits and notifications shall be provided to Leasing Agent.

It is understood that the rights and privileges granted herein are not assignable without the express written consent to the Lessor. This Lease is strictly limited to the use of the Real Estate for the activities described herein, and notwithstanding anything contained herein to the contrary, the Lessee has no other rights to the use of the Real Estate.

## Section I – Agreement

1) The initial term of this Lease shall be for a period of (1) year from \_\_\_\_\_ to \_\_\_\_\_.

2) The Lessee agrees to the following lease terms:

a) To pay Lessor the sum of \$\_\_\_\_\_ (Dollars) as the consideration for the use of the Leased Area for the initial term. If Lessee desires to renew, at Landowner’s discretion, the Lease for an additional one (1) year term, Lessee shall notify the WVLandGroup in writing at least (30) days prior to the expiration of the initial term and shall pay such sum to the WVLandGroup not later than two weeks prior to the commencement of the renewal term. Failure to pay such sum within the time constraints herein imposed releases the Lessor from performance of this Lease and Lessor may re-lease the whole or any part of the Real Estate without recourse from the Lessee.

b) To provide Lessor with a security deposit of \$\_\_\_\_\_ (the “Deposit”) on the commencement of the lease term. Such security deposit is refundable upon termination of this Lease if the provisions of the Lease have been adhered to and no damages have been placed upon the Lessor or the Real Estate as a result of the granting of privileges by Lessor contained herein or the actions of the Lessee.

c) To not sublease the Real Estate, nor shall Lessee grant permission to anyone who is not a party to this Lease or a member of the Hunting Group to hunt or otherwise use the Real Estate. For purposes of this Agreement, the Hunting Group shall be defined as the Lessee, with can consist of up to \_\_\_\_\_ individuals.

d) To abide by any and all State, Federal, and local hunting regulations, including any quotas prescribed by Lessor. Failure to follow said regulations, by Lessee or other member of the Hunting Group may at Lessor’s option, cause immediate cancellation of the Lease as to that Lessee or to all Lessees (at Lessor’s sole discretion) and without refund of all or any portion of the Deposit.

e) To always maintain all proper safety procedures regarding firearms, including but not limited to, ensuring that all firearms are unloaded while in and near vehicles and in vicinity of all buildings.

f) To maintain proper vigilance aimed at preventing fires or damage by other means to the Real Estate, and to immediately report any wildfires that may occur on the Real Estate to Lessor.

**g)** To ensure that vehicles are driven only on established roads and all gates are left as originally found.

**h)** To maintain a no hunting or shooting zone within 50 yards of any occupied building and around all other designated areas, whether structure is located on the Real Estate or not.

**i)** To remove all personal property or structures placed or constructed by Lessee upon the Real Estate at termination of this Lease unless the Lessor has provided prior written consent to leave any or all such property.

**j)** To repair any damage caused to the Real Estate and to return the Real Estate and property to the Lessor in the same condition that existed upon commencement of the Lease. Any clearing of underbrush must be done in a manner so as not to damage any trees or crops that have been planted.

**k)** To in no way hinder farming, damage crop production or interfere with forestry, oil & gas or coal mining operations on the Real Estate.

**l)** To not enter upon any neighboring land or hunt on any real estate not described herein.

**m)** To keep the Real Estate free from litter at all times.

**n)** That the WVLandGroup. ("Leasing Agent") is a third party beneficiary of this Agreement and any attempt to negotiate a new Lease with Lessor upon expiration or earlier termination of this Lease, without the inclusion of Leasing Agent as a third party beneficiary, will result in legal action taken against those parties.

**o)** Valid West Virginia hunting license(s) is/are required to be in possession at all times when on the Real Estate.

**p)** No guests of any kind are allowed to accompany Permittee on the Real Estate without written consent of Lessor.

**q)** Lessee shall not assign or otherwise convey any rights granted by this agreement to other persons.

**r)** No permanent tree stands are permitted to be built on the Real Estate without written approval of Lessor.

s) Portable tree stands must be in good working and safe condition and used strictly in accordance with the specific manufacturer's instructions. Safety straps and harnesses in good working condition must be worn at all times when using portable tree stands, including while climbing up and down the tree.

t) ATV/UTV use is permitted for legal drivers and passengers in accordance with the following safety procedures and permissions. All ATU/UTV safety equipment and manufacturers' driver/rider instructions and warnings must be followed. ATV/UTV use is limited to accessing the Real Estate and places to hunt and recovery of dead game. All other recreational use including, but not limited to, trail riding, "mudding" and racing is prohibited.

u) No nails shall be placed in trees, except for aluminum nails for hanging posted signs.

v) No deer carcasses shall be left on the Real Estate.

w) No alcohol or illegal drugs on the Real Estate are permitted.

x) No excessive firearms target shooting on the Real Estate is permitted without written approval of Lessor.

y) All members of the hunt group that are or may be allergic to bee, wasp, yellow jacket or hornet stings or any other insect stings or bites shall maintain an "Epi-Pen" auto injector or equivalent device with them at all times while on the Real Estate.

**3)** Lessor hereby agrees:

a) To provide thee Lessee with hunting rights on the Leased Area during the term of this Lease, subject to the conditions and restrictions provided herein.

b) To not lease to or give any other individual(s) permission to access for recreation purposes, occupy for recreation purposes, or hunt on the Real Estate during thee term of this Lease.

c) That the WVLandGroup is a third party beneficiary of this Agreement and any attempt by Lessor to negotiate a new Lease with any Lessee upon expiration or earlier termination of this Agreement, without the inclusion of Leasing Agent as a third party beneficiary, will not release Lessor of the compensation due Leasing Agent.

**4)** The Lessee has chosen of his or her own free will to go hunting on the Real Estate, and realizes there are inherent dangers from the sport of hunting, including but

not limited to, danger from other hunters, the inherent dangers to bodily injury or damage which may occur (such as, but not limited to, the use of hunting knives, axes, bows, arrows, firearms, traveling by vehicle and ATV/UTV over steep and rough terrain, getting into and out of deer stands for hunting), and the risk of such injury or damage caused by other hunters. Lessee agrees at all times to use extreme caution and care in protecting himself and herself, his or her property, and others and their property, from accidents, damage or bodily injury which may result from any such risk.

- 5) It is mutually agreed that failure to abide by the terms and stipulations above by any Lessee or member of the Hunting Group constitutes a material breach of this Agreement and may result in the forfeiture of all hunting rights, deposits and fees.

## **Section II – Release, Liability Waiver and Indemnification**

As further consideration for the rights and privileges granted herein, Lessee agrees to the following and to hereby take action for Lessee, and Lessee's executors, administrators, heirs, next of kin, successors, and assigns as follows:

- 1) It is understood that the Real Estate consists of mostly of undeveloped and natural forestland, with or without some extent (acreage) of pasture fields, hay fields, abandoned brushy fields and dense sapling stands and the Lessee has had an opportunity to inspect the Leased Area and accepts the Real Estate in an "as is" condition and further, the Lessee understands that hunting is a dangerous activity and that there may be hazards (known and unknown, hidden and observable), including but not limited to, dangers such as holes, cracks or openings in the earth, fence wire, snakes, abandoned wells, swamps, brush and other growth, ponds, harmful plants, wild or poisonous animals, stinging insects (such as hornets, wasps bee and yellow jackets), and stinging insect nests (seen and unseen), bats, steep and rocky topography, rock cliffs, loose ground rock, falling trees and tree branches, hidden or unseen tree stumps, rocks and branches on the forest floor or in high grass fields, unauthorized or careless persons on the land, and other risks that may be dangerous and cause injury and/or death and that Lessee assumes all such risks as his/her own responsibility, without liability to or recourse against the Lessor, Leasing Agent or their agents, officers, directors, employees, assignees and heirs. Lessor also acknowledges that activities on the Real Estate may involve a test of a person's physical limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, dangerous roads and trails conditions, unknown hazards, foreseen and unforeseen hazards, dangerous roads and trails conditions, temperature, weather, condition of Permittee, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to other Permittees and trespassers. Lessor hereby consents that he or she is responsible for

their own medical treatment which may be necessary in the event of injury, accident, death, and/or illness resulting from or relating to this Agreement or presence or activity on, the Real Estate. **AS A CONDITION OF THIS AGREEMENT, THE UNDERSIGNED HEREBY ASSUMES ALL OF THE RISKS OF PARTICIPATING IN ANY AND ALL ACTIVITIES ASSOCIATED WITH THIS LEASE AND RIGHT-OF-ENTRY ONTO THE REAL ESTATE,** including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the Lessor, other persons or entities being released in this Agreement and any of the third parties, including other permittees and trespassers, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability, whether with or without fault.

2) That although Lessor may have a greater knowledge of land or the Real Estate than Lessee, that it is impracticable and virtually impossible for Lessor to list and/or to physically show Lessee each and every potential hazard on the Real Estate and Lessee enters onto said Real Estate despite same and at Lessee's own risk and without liability to Lessor or Leasing Agent or their agents, officers, directors, employees, assignees and heirs.

3) To forever release, defend, indemnify, and hold harmless Lessor and Leasing Agent, their agents, officers, directors, employees, assigns and heirs, from and against any and all liability, claims, fines, settlements, damages, demands, suits or causes of action of whatsoever nature, including but not limited to reasonable attorney's fees, arising out of bodily injury to, illness or death of any person, including Lessee or other member of the Hunting Group, damage to property of any person, legal entity, or third party, in any occurrence incident to or arising out of relating to this Agreement or any activities occurring upon the Real Estate, whether by Lessee or otherwise, the performance or non-performance by Lessee of its obligations here under, a breach of any term, provision or warranty contained in this Agreement, or any violation of any laws, regulations or ordinances related to Lessee's obligations or performance hereunder. **LESSEE WAIVES, RELEASES, AND DISCHARGES** from any and all claims, actions, causes of action, obligations and liabilities, of whatever kind, including but not limited to, liability relating to or arising from the negligence or fault of the Lessor, and other persons or entities released this Agreement, and any third party, including other permittees and trespassers for my death, disability, personal injury, property damage, property theft, attorney fees and costs, or liabilities of any kind which may hereafter occur to me relating to or arising from my entry upon the Real Estate, or my presence or activity on the Real Estate, including my traveling to and from the Real Estate. **LESSEE AGREES TO WAIVE, RELEASE AN DISCHARGE THE FOLLOWING PERSONS OR ENTITIES:** Lessor, Landowners, JA Parsons & Associates, Inc. dba WVLandGroup dba Kanawha Forestry, Jeff Parsons, Julie Parsons and their businesses, directors, officers, shareholders, affiliates, parents, subsidiaries, members, managers, employees, agents, attorneys, contractors, permittees, licenses, lessees, insurers, and representatives.

**4) LESSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE** the Lessor, persons and entities released as identified in this Agreement from any and all liabilities or claims whatsoever, including, but not limited to, property and personal injury and attorney fees and costs, incurred by me and/or any Minor accompanying me, arising, relating, or as a result of the RIGHT OF ENTRY upon, or presence or activity on, the Real Estate, by me and/or any Minor accompanying me, whether caused by the negligence of Lessor or other released parties identified in this Agreement, and/or any third party, including, but not limited to, other permittees and trespassers.

**5)** Lessor agrees that Lessor and the Released Parties are **NOT** responsible for the errors, omissions, acts, or failures to act of any person or entity presented upon or near or conducting or causing any damage or injury to any person on the Real Estate by activity or act upon on or off the Real Estate, whether on Lessor's behalf or otherwise, including, but not limited to, third parties and other Permittees and trespassers.

**6)** The Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law in the State of West Virginia. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, all other provisions and this Agreement shall be constructed as if such invalid, illegal, or unenforceable provision has never been contained herein.

### **Section III Minor/Guardian Provisions**

**1)** By signing this form as the Parent or Guardian of a participant under the age of 18 ("Minor"), in addition to binding myself and the Minor to the terms above, I am also certifying the following:

**a)** All rules governing the use of the Real Estate and this Agreement have been reviewed by me and explained to Minor in sufficient detail so that Minor can abide by the same;

**b)** Any Minor for whom I am signing shall remain under my immediate supervision and within my sight at all times; and

**c)** All of the terms of this Agreement, including, but not limited to, the provisions of Section II – RELEASE, LIABILITY WAIVER AND INDEMNIFICATION, apply to this Section III of this Agreement.

#### **Section IV – Liability Insurance**

Lessee agrees to purchase a **HUNTING LEASE LIABILITY POLICY** that provides coverage for every individual in the hunt group with the following minimum limits of coverage:

- a) \$1,000,000 per occurrence – bodily injury and property damage/\$2,000,000 aggregate
- b) \$50,000 damage to rented/leased premises
- c) \$5,000 medical payments
- d) Lessor (landowner) and the WVLandGroup are shown by endorsement as additional insured
- e) Coverage is provided for cross member liability (member-to-member coverage)

#### **Section V – Miscellaneous**

**1)** In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all other sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

**2)** Either party's failure to complain of any act or omission on the part of the other party, no matter how long same may continue, shall not be deemed a waiver by such party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provisions of this Agreement or a consent to any subsequent breach of the same or any other provision.

**3)** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

**4)** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidence in writing signed by each party or an authorized representative of each party.

**5)** The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

**6)** This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.



**7)** Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by regular mail or registered mail to the respective address of each party as set forth in this Agreement.

**8)** The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**9)** If any provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and each remaining provision shall be valid and enforceable to the fullest extent permitted by law.

**10)** This Agreement shall be construed under and in accordance with the laws of the state of West Virginia.

**[SIGNATURE PAGE TO FOLLOW]**

**SIGNATURE PAGE TO  
HUNTING LEASE, LIABILITY WAIVER AND INDEMNITY AGREEMENT**

The undersigned Lessee acknowledges that he or she has read this entire Agreement, including the release and indemnification provisions, and has had ample opportunity to review this Agreement with an attorney, and is signing this Agreement voluntarily, without duress, and by signature hereby accepts and agrees, jointly and severally, to all of the provisions of this Agreement contained herein.

**Lessee**

Signed \_\_\_\_\_  
Printed \_\_\_\_\_  
Address \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Date \_\_\_\_\_

Signed \_\_\_\_\_  
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Date \_\_\_\_\_

**Lessor**

Signed \_\_\_\_\_  
Printed \_\_\_\_\_  
Address \_\_\_\_\_  
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Phone \_\_\_\_\_  
Date \_\_\_\_\_

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Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Date \_\_\_\_\_

**Leasing Agent**

*JA Parsons & Associates, Inc. dba WVLandGroup dba Kanawha Forestry  
304-727-2515*

Signed \_\_\_\_\_  
Printed \_\_\_\_\_

Address P.O. Box 1197  
City, State, Zip St. Albans, WV 25177

**(Valid only when accepted and signed by Leasing Agent)**

