

Bow Hunting Agreement & Hold Harmless Release of Liability

2024-2025

The purpose of this agreement is to grant temporary access to certain common area properties of Hot Springs Village Property Owners Association (HSVPOA), to the below named person(s) for the time-period specified, for the purpose of legally harvesting the described game animals; and release from liability and hold harmless the Hot Springs Village POA and their agents; and acknowledge and acceptance of the dangers, risks and hazards of a hunting lease.

The below named person(s) is granted access to Hot Springs Village POA, for the time period beginning **September 7, 2024 and ending February 28, 2025** for the purpose of legally harvesting the following game:

White Tail Deer -- Bucks & Does. Bag Limit --- Unlimited Bucks & Does

I hereby acknowledge that I have knowingly and willingly entered a hunting access agreement, by and between myself and HSVPOA and/or their agents. I understand the terms, provisions and conditions of the hunting access agreement and will abide by its terms, provisions, and conditions. I further acknowledge and understand that no warranty, either express or implied, is made by HSVPOA as to the condition of the hunting lease premises, roads, buildings, gates, or other improvements located thereon. This document is sufficient warning that dangerous conditions, risks, and hazards do exist. My presence and activities on the premises expose both me and my property to dangerous conditions risks and hazards, including but not limited to: poisonous snakes, insects and spiders; deer stands and blinds; rocks, erosion and general condition of the land, both on and off roadways and trails, creating rough, hazardous and dangerous driving and walking conditions; animals both wild and domestic that may be diseased and/or potentially dangerous; rapidly rising and rushing water in creeks and arroyos; other hunters both on or off the leased premises; and the passing of vehicles owned and/or operated by the owners and the owners' agent and by any member of HSVPOA. I hereby state that I expressly assume all such dangers, risks, and hazards. The person(s) entering into this agreement with Hot Springs Village POA acknowledge by their signatures that hunting is an inherently dangerous activity and agree that Hot Springs Village POA, its owners and/or agents will not be held responsible for any accidents, injuries or deaths which may occur during the terms of this agreement.

I am aware that hunting activities are dangerous, and I am voluntarily participating in these activities with knowledge of the danger involved and hereby agree to accept any and all risk of injury or death. In consideration for the right to enter the premises, I hereby release and agree to protect, indemnify and hold harmless Hot Springs Village POA and its respective agents and assigns from and against any claims, demands, causes of action and damages, including attorney's fees, resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from use of the premises and all improvements thereon, whether or not

caused by HSVPOA's negligence. I hereby further covenant and agree that I, my heirs, successors and assigns not make any claim or institute any suit or action at law or in equity against HSVPOA or his or her respective heirs, agents, representatives, successors or assigns, forever.

I hereby further confirm that I have read, understand, and agree to abide by all the rules; provisions and terms of this Bow Hunting Access Agreement as set forth by the Hunting Rules attached. It is understood that the participant will be in breach of this agreement in the event that the participant fails to follow the terms as set forth in the rules. I further agree to abide by all state game laws as set forth by the Arkansas Game and Fish Department. In addition to state game laws, Participant agrees to abide by all local, state and federal laws while on the premises.

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

Hunter's Name: <i>(Please Print)</i>	Hunter's Date of Birth: <i>If under the age of 18 years, hunter's legal guardian must sign below.</i>
Hunter's Street Address:	City, State, Zip
Hunter's Telephone Number:	Name of Hunter's Emergency Contact Person:
Hunter's Signature X _____	Emergency Contact's Telephone Number:

Parent/Guardian Section

Minor's Name: _____

Parent/Guardian Signature: _____ Print Name: _____ Date: _____