

CITY OF ROCKPORT, INDIANA

RESOLUTION 2020-01

HUNTING ON BAT LAND

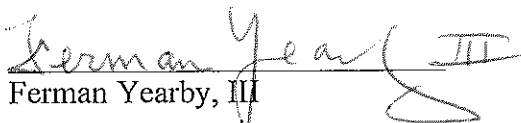
The Common Council of the City of Rockport, Indiana has determined that it is in the best interests of the citizens of the City to permit hunting on the property that was donated to the City by Republic Transmission, said property being located outside city limits and identified as State Parcel Number 74-15-23-200-007.000-018 and State Parcel Number 74-15-14-300-017.000-018.

BE IT RESOLVED that The Common Council hereby determines that hunting shall be permitted on the property owned by the City and identified as State Parcel Number 74-15-23-200-007.000-018 and State Parcel Number 74-15-14-300-017.000-018. Said hunting shall be permitted only upon the proper execution by each hunter of the "Hunter's Release /Waiver Of Liability And Indemnity" which is attached hereto as Exhibit A and incorporated herein.

All of which is resolved this 13 day of August, 2020.

COMMON COUNCIL OF THE
CITY OF ROCKPORT, INDIANA


Connie L. Hargis


Ferman Yearby, III

Donna Lashley
Donna Lashley

Darrell Wilson
Darrell Wilson

Joseph Carpenter
Joseph Carpenter

ATTEST:

Cathy Kirkpatrick,
Clerk-Treasurer

Presented by me to the Mayor of the City of Rockport, Indiana on the ____ day of
August, 2020 at _____ o'clock p. m.

Cathy Kirkpatrick,
Clerk-Treasurer

Approved and signed by me this ____ day of August, 2020 at _____ o'clock p. m.

Donald Winkler
Donald Winkler, Mayor
City of Rockport

HUNTER'S RELEASE/ WAIVER OF LIABILITY AND INDEMNITY

In consideration of being permitted by the City Of Rockport, Indiana to participate in hunting activities on the following property ("premises") owned by the City Of Rockport:

42.54 acres identified as State Parcel Number: 74-15-23-200-007.000-018; and
62.075 acres identified as State Parcel Number: 74-15-14-300-017.000-018,

I hereby agree to the following.

1. I understand that hunting with firearms/archery and activities involving firearms is inherently dangerous.
2. I understand that other persons may be utilizing the premises for hunting and/or other activities at the same time that I am utilizing the property.
3. I agree to look out for my own safety and the safety of others who are on the premises at the same time as me.
4. I agree to assume and accept the risk of entering the premises and of taking part in activities relating to hunting on the premises which include, but are not limited to, the discharge of firearms and the firing of live ammunition.
5. I agree to assume and accept any and all risks of injury or death, property loss or damage that may be caused as a result of my use of the premises.
6. I agree that in the use of the premises that I will abide by all Federal and State laws and/or rules and regulations set out for the hunting and taking of game.
7. I agree that prior to being permitted to hunt on the premises each hunting season that I will provide to the City Of Rockport a verification letter from an Indiana conservation officer or from the Indiana Department Of Natural Resources that I am properly licensed to hunt.
8. I agree that I will notify the City Of Rockport Police in advance of each time that I hunt on the premises.
9. I understand that no vehicles of any kind may be used on the premises for any reason.
10. I understand that the only type of firearm that I am permitted to use on the premises is a shotgun.
11. I understand that I shall not build, construct, or use any tree stand on the premises.
12. I understand that if I violate or fail to abide by any of the terms of this Hunter's Release/Waiver Of Liability And Indemnity that my privileges to use the premises for hunting may be revoked immediately.
13. I acknowledge and agree that this instrument is binding upon myself and my executors, representatives, assigns, or heirs.

14. I waive any and all rights and claims for damages, losses, demands and any other actions whatsoever, which I may have or which may arise against the City Of Rockport, its elected officials, employees, officers and agents, including but not limited to any and all injuries, damages or illnesses suffered by myself, which may in any way whatsoever arise out of, be related to, or be connected with hunting or in any way connected with my presence on the premises. I hereby expressly release City Of Rockport, its elected officials, employees, officers and agents from any and all such claims.

15. I agree to indemnify, hold harmless and defend the City Of Rockport, its elected officials, employees, officers and agents from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to, or connected with my use of firearms or use of the premises. Should any claim, demand or lawsuit arise or be asserted in any way whatsoever related thereto, I agree to indemnify, hold harmless and defend City Of Rockport, its elected officials, employees, officers and agents from any and all costs, expenses of liability, including, but not limited to, the cost of any settlement or judgment made or rendered against City Of Rockport, its elected officials, employees, officers and agents, whether individually or jointly, together with all costs of court and other costs or expenses incurred in connection with any such claim, demand or lawsuit, including attorney fees.

I hereby acknowledge that I have read this document carefully and fully, that I understand it, and that I will at all times abide by its terms.

(Print Name)

(Signature)

(Date of Signature)

(Your Address)