



Oklahoma Youth Hunting Program

“Developing Hunters From Non-Hunting Homes”

(Ages 12-17)

LAND USE AGREEMENT

This Land Use Agreement (hereinafter “Agreement”) is made and entered into by and between _____ (hereinafter “Landowner”, whether one or more), of _____ (street address, city, state and zip code), and Oklahoma Youth Hunting and Shooting Program, Inc., an Oklahoma not-for-profit corporation (hereinafter “OYHP”), of P.O. Box 21007, Oklahoma City, Oklahoma 73156-1007 (which may hereinafter be referred to collectively as the “Parties”, or in the singular as a “Party”).

RECITALS

WHEREAS, it is OYHP’s mission to pass on Oklahoma’s hunting heritage, and the character traits of independence, self-reliance, and self-confidence that heritage instills, to young people ages twelve (12) through seventeen (17); and

WHEREAS, Landowner would like to assist OYHP in accomplishing that mission by allowing it to use the premises described hereinbelow to conduct outdoor activities, including but not limited to, hunting, shooting, camping and outdoor education.

NOW THEREFORE, in consideration of the mutual covenants, conditions and obligations contained herein, the sufficiency of which is acknowledged by the execution hereof, the Parties agree as follows:

1. Landowner grants OYHP the right to use the following described premises, to wit:

The ___ Quarter (___/4) of Section ____, Township ____ North/South, Range ____ East/West of the I.M./C.M., _____ County, Oklahoma, also known as _____, _____, Oklahoma _____ (zip)

during the period of time beginning on the ___ day of October, 201__, through and including the ___ day of October, 201__, for the purpose of conducting a OYHP-sanctioned hunting event (hereinafter the “Hunt”).

2. OYHP representatives shall have the right to enter upon the premises prior to the Hunt for the purpose of inspecting the same, and to improve the premises, or otherwise make provision for the Hunt, according to the terms of this Agreement. OYHP will notify Landowner at least twenty four (24) hours in advance of its intent to enter upon the premises. OYHP will

not make any alterations to the premises, or to the buildings or structures located thereon, without Landowner's prior consent.

3. Landowner agrees to allow OYHP to utilize all-terrain vehicles ("ATVs") to carry materials and personnel to various locations on the premises for the purposes of preparing for the Hunt, game retrieval, and removal of materials at the conclusion of the Hunt. OYHP agrees to abide by any restrictions on ATV use specified by Landowner in the Additional Agreements section of this Agreement.

4. Landowner agrees to refrain from hunting, or allowing others to hunt, on the premises during the Hunt. However, Landowner and Landowner's agents, employees and representatives, shall at all relevant times have the continuing right to enter upon and use the premises in furtherance of Landowner's normal operations. Landowner agrees to notify OYHP of any activities or known conditions on the premises that may interfere with OYHP activities or present a risk or danger to OYHP participants.

5. All OYHP activities will be conducted in strict adherence to Oklahoma law, including but not limited to all hunting and fishing regulations. Any violation of such laws or regulations will be immediately reported to OYHP and Landowner.

6. OYHP prohibits the consumption of alcohol, or any other controlled or illicit substances, during its events. OYHP agrees to remove from the premises any participant that violates that policy.

7. OYHP agrees to indemnify and hold harmless Landowner, and Landowner's agents, employees and representatives, from any and all claims that may result directly from OYHP's activities on the premises. OYHP will obtain a waiver and release of liability from each OYHP participant prior to starting the Hunt. Furthermore, OYHP agrees to obtain and maintain in effect a policy of insurance for bodily injury and property damage, endorsed to include Landowner as an additional insured, in an amount of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence and in the aggregate. Said insurance policy will not apply to any person whose presence is not authorized pursuant to this Agreement, including but not limited to, trespassers or any person on the premises that is not affiliated with OYHP.

8. This Agreement, other than the indemnifications provided for in paragraph 7, shall terminate at the end of the Hunt. Either Party may terminate this Agreement at any time by delivering written notice to the other Party at the address set forth above. Landowner and OYHP agree to notify the other Party of any change in address.

9. This instrument, along with any subsequent written modifications agreed upon by both Parties, represents the full and complete agreement of the Parties. If any section of this instrument is adjudicated to be invalid by a court of competent jurisdiction, the remainder of the agreement shall govern in full force and effect without the invalid provision(s), as if this instrument was originally executed without the invalid provision. This Agreement shall be interpreted under the laws of the State of Oklahoma.

10. This Agreement is being entered into in several counterparts, all of which together shall be considered as a single agreement, and each of which shall be treated as an original.

11. Additional Agreements:

IN WITNESS WHEREOF, the undersigned execute this Agreement on the ____ day of _____, 201__.

Oklahoma Youth Hunting and Shooting Program, Inc.

Landowner (signature)

By: _____
Darrell Noblitt, President

Landowner (printed name)

OYHP Representative (HuntMaster):

Landowner (signature)

Signature

Landowner (printed name)

Printed Name

Landowner's Telephone Number (Home)

Street Address

Landowner's Telephone Number (Work)

City, State Zip

Landowner's Telephone Number (Cell)

Telephone Number(s)

Landowner's E-mail Address(es)

E-mail Address