

HUNTING HOLD HARMLESS AND INDEMNITY AGREEMENT

This Agreement is entered into and made by and between Landowner and Lessee, as described below. The Parties to this Agreement recite that:

WHEREAS, Landowner owns real property located at _____
_____, Michigan (the "Premises");

WHEREAS, the Lessee desires to use the Premises for purposes of hunting;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth below, the Landowner and Lessee mutually agree as follows:

IN CONSIDERATION of the Landowner's agreement to allow the Lessee access to the Premises for purposes of hunting, the Lessee releases and forever discharges Landowner from any and all claims, suits, causes of action, damages, demands, liabilities, duties and obligations of every kind, nature and description, known or unknown, arising out of or alleged to have arisen out of or which may hereafter arise in connection with the use of the Premises.

IN FURTHER CONSIDERATION, the Lessee agrees to defend and indemnify Landowner from any claim, suit or liability for damages to any person or property in, on or about the Premises from any cause whatsoever arising out of or in any way related to Lessee's use of the Premises. This duty shall be primary such that any homeowners or commercial insurance coverage available to Landowner shall be excess to this Agreement.

This Agreement shall be construed as though jointly drafted by the Parties and shall not be presumptively construed in favor of or against any Party to this Agreement. The laws of the State of Michigan shall be applicable in the construction and application of this Agreement.

The Parties acknowledge and agree that the promises and agreements contained herein are not mere recitals but, rather, bargained-for terms expressly agreed to by the Parties to this Agreement.

WHEREFORE, in witness whereof the Parties have executed this Agreement on the _____ day of _____, 20____.

LANDOWNER(s):

Signed: _____ Dated: _____

Print Name: _____

Address: _____

LESSEE:

Signed: _____ Dated: _____

Print Name: _____

Address: _____