HUNTING LEASE AND HOLD HARMLESS AGREEMENT

This hunting lease and hold harmless agreement is entered into this ____ day of _____, 20___, by and between Desiree Rodriguez, Trustee, hereinafter referred to as "Lessor", and

_____ _____
_____ _____, hereinafter referred to as "Lessee".

Hunting Permission is hereby granted to Lessee for the following game species with the following weapons:

Deer and/or Turkey species with all legal firearms and archery equipment for the State of Ohio,

which may be found upon and harvested from the following real estate (hereinafter referred to as "Real Estate" or "Leased Area" :

Permanent Parcel No. 170000255000 consisting of approximately 64 acres Section 36, Moorefield Township, Harrison County, Ohio 76405 McElhaney Road, Freeport, Ohio 43973
Harrison County, Ohio,

Legal Description:
Situated in the Township of Moorefield, Harrison County and State of Ohio; and being part of the North 1⁄2 of the southeast quarter of Section 36, Township 10, Range 6, and being all of the two tracts, Volume Official Records 119, Page 120, Parcel number 17- 00255.000 being more fully described as follows
Beginning at an iron pin set at center of section 36 being a 5/8x30" rebar capped WDM 6048 as are all that are set, thence with the quarter section line S. 83 33' 53" E., 2437.00 feet to an iron pin set north of Twp. Rd. 309 and on the section line between section 30 and 36.
Thence with said section line S. 07 31' 00" W., 113.00 feet to an iron pin set next to a corner post.
Thence N. 83 28' 21"W.,2030.58 feet to an iron pin found.
Thence N. 84 00' 34" W., 406.74 feet to an iron pin found.
Thence N. 07 31' 56" E, 1129.89 feet to the place of beginning and containing 63.1194 acres.
Surveyed Under the supervision of William D. McCullough, Registered Professional Surveyor #6048 in August 2005. Basis of bearing South line of 10.463 acre tract by previous survey N. 84 00' 43" W., but subject to all legal streets and restrictions of record. Parcel No. 17-00255.000

I _____, hereinafter referred to "Lessee", hereby agree that I assume all liability for personal injuries, property damage, or for the loss of life or property resulting from, or in any way connected with the issuance of this permit, and I also agree to hold harmless and release the landowner from any and all liability for same.

It is understood that the rights and privileges granted herein are not assignable. This lease is strictly limited to the use of Real Estate for the activities described herein, and Lessee has no other rights to the use of the Real Estate.

The Lessee at his or her own free will has chosen to go hunting on the Real Estate, and realizes there are inherent dangers from the sport of hunting. Lessee is fully aware of the risks involved in hunting, (known and unknown, hidden and observable) including but not limited to danger from other hunters, danger of injury either from firearms or other means, fence wire, snakes holes in the earth, wells, brush and other growth, unauthorized or careless persons on the land, or other risks that may be dangerous and cause injury and/or death, and Lessee accepts all such risks without liability to or recourse against the landowner, leasing agent, assignees and heirs.

Lessee agrees to abide by any and all State, Federal and local hunting regulations, and accepts personal responsibility to know such regulations. Failure to follow said regulations by Lessee may, at Lessor's option, cause immediate cancellation of the Lease without refund of any payment made by Lessee to Lessor for this Lease.

Lessee agrees to maintain proper safety procedures regarding firearms, including but not limited to

ensuring that all firearms are unloaded while in vehicles and in vicinity of all buildings.

Lessee agrees 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. Lessee also agrees 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.

Lessee agrees to maintain a no hunting or shooting zone within 50 yards of any occupied building and around all other designated areas. Lessee also agrees not to enter upon any neighboring land or hunt on any real estate not described herein. Lessee shall keep the Real Estate free of litter at all times.

Lessee acknowledges that he/she has walked the property with the landowner, has been shown the property lines, has reviewed an aerial map of the above named parcel, and understands that he/she must remain on the above named parcel at all times. There are no excuses for trespassing onto an adjoining parcel.

Although Lessor may have greater knowledge of the land, Lessee agrees that it is impracticable and virtually impossible for the landowner or its agent to list and or to physically show Lessor each and every potential hazard on the property, and accept such risk without liability to or recourse against the landowner, leasing agent, assignees and heirs.

Any injured animal must be accounted for. Do not chase (track) onto adjoining landowners without gaining permission first. Lessee understands hunting is all fair chase and there is no guarantee of harvesting deer or turkey.

Term of this lease shall be from _____ to _____.

This Agreement shall be construed under and in accordance with the laws of the state of Ohio.
It is mutually agreed that failure to abide by the terms and stipulations above by any Lessee constitutes a material breach of this Agreement and may result in the forfeiture of all hunting rights, deposits and fees. Lessee agrees to forever release, defend, indemnify, and hold harmless Lessor and its 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, or arbitration fees, arising out of bodily injury to, illness or death of any person, including Lessee or other members of the Lessee's party, damage to property of any person, legal entity, or third party in any occurrence, incident to or arising out of or relating to this Agreement or any activities occurring upon the Real Estate, neighboring Real Estate, whether by Lessee or otherwise; the performance or non-performance by Lessee of its obligations hereunder; 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 acknowledges Real Estate surrounding Lessor's premises is privately owned land not owned by Lessor, and Lessor has no control over any activity, hunting or otherwise taking place on that adjacent/surround private land at any time.

In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay the successful party's attorneys' fees, and/or arbitration fees, in addition to all other sums that either party may be called on to pay.
The undersigned 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 to all provisions of this Agreement contained herein

Please print your name, address, and then sign your signature.

Hunter's Printed Name:_____

Hunter's Address:_____

Hunters Phone Number:_____

Hunters Signature:_____

Date:_____

Lessor

_____ Date. _____