

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PLAQUEMINES PARISH GOVERNMENT

NO OBJECTION AND HOLD HARMLESS AGREEMENT (Hog Hunting)
NOT A PERMIT

This NO OBJECTION AND HOLD HARMLESS AGREEMENT is made this ____ day of _____, 20__ by and between _____ (hereinafter, "USER") and Plaquemines Parish Government (hereinafter, "PPG"). USER and PPG are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, USER desires to use reputed publically owned or controlled property; and

WHEREAS, the Louisiana State Constitution of 1974, Article 1, Section 27 acknowledges the right to hunt, fish, trap, and recreate; and

WHEREAS, in exchange for allowing USER to use PPG's property, the USER desires to hold PPG harmless from any claims and/or litigation arising out of the USER's activities;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, USER and PPG hereby agree as follows:

TERMS

No Objection. PPG has no objection to USER using reputed public lands for customary recreational activities provided that USER undertakes said activities at his or her own risk. In no way is this agreement to be construed as a waiver of any immunity or other limitation of liability. **IN NO WAY IS THIS AGREEMENT TO BE CONSTRUED AS A PUBLIC LAW PERMIT.**

Conditions. No survey has been undertaken, and the title to reputed public lands has not been researched or verified by formal title opinion; therefore PPG makes no warranty as to any boundary, or other restrictions or servitudes which may, or may not, exist on any particular piece of public property. Moreover, PPG is silent as to the rights of third parties not privy to this agreement. USER understands, accepts, and agrees that he or she is solely responsible for full compliance with all federal, state, and local laws and regulations regarding hunting, fishing, trapping, or other recreational activities; including the acquisition of all applicable licenses or permits and the obligation to avoid trespassing upon private property. At all times the USER hereby commits to act as a reasonable and prudent person under the circumstances and further agrees to ensure that the life and property of others is not endangered by his or her activities.

Duty. It shall be the duty of the USER to keep a copy of this document (or a properly obtained Parish ID Card if and when available) on his or her person at all times while on public property. It shall be the duty of the USER to ensure the full compliance with this agreement by any other person joining him or her on a recreational expedition.

Hold Harmless. USER shall defend, indemnify, and hold PPG harmless from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or misconduct of USER, its invitees, personnel, employees, agents, contractors, or volunteers in connection with or arising out of USER's activities. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to PPG for all legal expenses and costs incurred by it.

Nuisance Abatement USER seeks to exclusively hunt or trap for feral hogs and other nuisance animals; therefore in exchange for assisting the public in the abatement of aforesaid nuisances; all administrating processing fees are waived by PPG. Should the USER desire to hunt, fish, trap, or engage in any other recreational activity then USER must sign a new No Objection and Hold Harmless Agreement and pay the processing fee for same.

Term. This agreement shall expire one year after it the effective date, *supra*.

Authority to Enter Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

Waiver. No waiver of any particular default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other relief to which the Party is entitled.

Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

USER:

PLAQUEMINES PARISH GOVERNMENT:

By _____
PRINTED NAME
USER

By: _____
PARISH PRESIDENT OR DESIGNEE