

**EXHIBIT B  
WAIVER AND REAGREEMENT OF LIABILITY BY PERSONS  
ENGAGED IN HUNTING ACTIVITIES**

**Preserve, County, State:** Hole in the Mountain, Lincoln County, Minnesota

**Date:** \_\_\_\_\_

**Name of Hunter:** \_\_\_\_\_

In consideration of the permit issued to me by the City of Lake Benton to hunt on the Preserve named above (“**Preserve**”) that is owned by The Nature Conservancy (“**Conservancy**”) and the permit to hunt issued to me by the City of Lake Benton, I state and agree as follows:

1. I agree to comply with the Preserve hunting rules attached as Exhibit B-1.
2. I am in good health, and I am aware of no physical problem or condition which will limit or interfere with my ability to participate in hunting on the Preserve under either predicted or emergency conditions. I also understand that medical attention may not be readily available.
3. I agree to exercise the highest degree of care in the conduct of my hunting activities on the Preserve, so as to avoid the risk of personal injury or property damage.
4. I acknowledge that hunting is inherently dangerous and that I am aware of the risk and dangers involved in the hunting activities, which include, but are not limited to, injuries resulting from the use of firearms, accidents or illnesses occurring in remote places without medical facilities, dangers caused by other hunters and preserve visitors, and dangers resulting from natural and man-made conditions in the hunting area.
5. I hereby assume all responsibility for any injury to persons or damages to property which occur in connection with my use of the Preserve for hunting.
6. On behalf of myself, my heirs, successors and assigns, I hereby forever release, indemnify and hold the Conservancy, its officers, directors, employees and agents, harmless from and against any and all claims, liabilities, losses, damages, costs and expenses arising from or in any way related to, my presence or activities on the Preserve. This waiver and release of liability does not waive liability for any injuries that I obtain as the result of greater than ordinary negligence as set forth in Minnesota Statutes, Section 604.055 by the Conservancy or any person acting on behalf of the City.
7. On behalf of myself, my heirs, successors and assigns, I hereby forever release, indemnify and hold the City, its officers, directors, employees and agents, harmless from and against any and all claims, liabilities, losses, damages, costs and expenses arising from or in any way related to, my presence or activities on the Preserve. This waiver of liability does not waive liability for any injuries that I obtain as the result of willful, wanton or intentional misconduct by the City or any person acting on behalf of the City.
8. I further agree to be responsible for any injuries or damage caused by my failure to follow instructions or because of any inaccurate statements I have made in this release.
9. I agree that I am hunting on the Preserve at my own risk, and acknowledge that the Conservancy has made no warranty or representation, express or implied, regarding the safety of hunting on this Preserve.
10. I agree to pay any fines and/or penalties caused by me violating any Statutes, DNR regulations, or rules established by Exhibit B-1, indemnify the City of Lake Benton and hold the City of Lake Benton harmless in a Release and indemnity Agreement for the Lake Benton City BOW Hunt.
11. By signing below, I acknowledge that I have thoroughly read and understand this form and that the statements I have made in it are all true, and that I am at least 18 years of age or, if I am not 18 years of age, the signature and consent of my parent or legal guardian is included below.

\_\_\_\_\_  
Signature of Hunter

\_\_\_\_\_  
Date