



Hunting Policy

Introduction

The Board of Directors has determined that limited hunting on Bur Oak Land Trust properties is needed for wildlife management purposes. At the same time, the Board wishes to preserve the land and its natural features, and provide opportunities for non-hunters to safely enjoy the properties.

Limitations on Hunting

Bur Oak Land Trust will achieve its goal of limited hunting by allowing only current members of the organization to request permission, by allowing the taking of only female deer, and by charging the Land Steward with the discretion to grant permission when the conditions of this policy are met.

Bur Oak Land Trust properties shall be posted with appropriate signage as notice to the public of any limitations.

Permission

Limited permission to hunt will be granted annually at the discretion of the Land Steward. Permission is requested by completing a permission and release/indemnity/hold harmless agreement form and submitting it to the Land Steward. The current form is appended to this policy.

In addition to permission from Bur Oak Land Trust, a hunter must also obtain appropriate state licensing before hunting.

Bur Oak Land Trust reserves the right to revoke or modify the granted permission at any time for any reason upon notice to the hunter.

Restrictions

Bur Oak Land Trust will grant permission for limited hunting only when it does not diminish the natural or other features of the property involved. When permission is granted by Bur Oak Land Trust,

- it applies only to the hunter and specifically does not allow guests or companions
- use of motorized vehicles and any other power equipment is prohibited without special and specific written permission of Bur Oak Land Trust
- use of permanent or self-climbing tree stands or blinds is prohibited
- temporary hang-on or ladder tree stands that are non-invasively attached to the tree via straps are permitted
- cutting of branches or clearing of vegetation from trees or surrounding areas is prohibited

- no tree stands shall be placed in living oak or shagbark hickory trees, unless approval is expressly provided by the Land Steward
- use of spikes, climbers, screw-in pegs, or other apparatus that impale the trees are prohibited
- use of temporary apparatus is limited to no longer than one week prior to the season, through and including one week after the season.

A list of current rules for authorized hunters is appended to this policy

Exhibit A: Rules for Authorized Hunters

1. Only deer hunting is to be allowed on Bur Oak Land Trust property, and only when appropriate for wildlife management purposes.
2. No permanent tree stands or blinds may be utilized on any Bur Oak Land Trust property.
3. No hunting apparatus, tools, or equipment may be nailed, bolted or otherwise affixed to any tree, shrub or fixture on Bur Oak Land Trust property.
4. Only bow hunting with approved archery equipment is allowed. Hunting with firearms of any kind is not authorized.
5. Authorized hunters will be issued a placard at the beginning of every season, which will be used to alert the public that hunting is taking place on the property. This placard is to be placed on the property's entry kiosk or sign when the hunter arrives at the property and removed when the hunter leaves the property.
6. Temporary stands in conformance with these rules and restrictions may be put up one week prior to a particular hunting season, and must be removed no more than one week following the end of such hunting season.

This Exhibit A is subject to change from time to time. Any authorized hunter should periodically check with the Bur Oak Land Trust to verify the current rules.

Bur Oak Land Trust reviews policies on an as-needed basis. Changes to policies and practices require approval by the Board of Directors.

Amended and adopted by the JCHT Board of Directors, July 27, 2009

Reviewed and updated by the Property Stewardship Committee, August 6, 2015

Reviewed, corrected to reflect name change to Bur Oak Land Trust, and adopted by the Board of Directors, November 16, 2015

Reviewed and updated by the Property Stewardship Committee and Governance and Audit Committee, July 29, 2019

**Exhibit B: BUR OAK LAND TRUST
LIMITED PERMISSION FOR HUNTING**

Provided that the undersigned hunter agrees to and remains in full compliance with all provisions contained in this document, then **subject to this document** the undersigned may hunt on the Bur Oak Land Trust real estate identified below for the specified game during the legal hunting season(s) therefor for the time period and subject to any additional limitations/conditions as follows:

Bur Oak Land Trust Property: _____

Specific Game: Female Deer Only

Dates of applicable Season: _____

Time Period: _____

Additional Limitations/Conditions:

- That all *Rules for Hunters* set out on the attached Exhibit A are complied with fully.
- _____
- _____
- _____
- _____

This limited and conditional permission only authorizes the undersigned hunter, subject to the specified terms and conditions in this document, to hunt on the Bur Oak Land Trust Property. It does not authorize any guest or companion of the undersigned hunter or any other person to hunt on Bur Oak Land Trust Property.

Notwithstanding any other provision of this document, the Bur Oak Land Trust reserves the right to revoke or modify this permission at any time for any reason upon notice to the undersigned hunter.

* * * * *

**CONDITIONS FOR HUNTING ON BUR OAK LAND TRUST PROPERTY
AND
RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT**

As a condition for my being given this permission to hunt on Bur Oak Land Trust Property I, the undersigned hunter, understand that I must be a current contributing member in good standing of the Bur Oak Land Trust.

I acknowledge and understand that i) observing or participating in any type of hunting is potentially dangerous to me; ii) operating weapons or participating in any way in shooting, handling and/or carrying weapons is potentially dangerous to me; iii) hiking in natural areas poses both exposed and hidden conditions from the terrain, flora, fauna and other natural features that are potentially dangerous to me; and iv) my permission to hunt on the Bur Oak Land Trust Property is not exclusive and that others may also be hunting at the same time that I am hunting and that such other hunters pose a potential danger to me. **I fully assume all such risks of personal injury in connection with any and all of my permitted hunting or other activities on Bur Oak Land Trust Property. As consideration and a material inducement for Bur Oak Land Trust to grant this limited permission to me, I hereby waive any and all claims against Bur Oak Land Trust and its directors, officers, employees, volunteers, representatives and agents for any injuries and damages that I may incur on the Bur Oak Land Trust Property or elsewhere arising directly or indirectly from my hunting related activities permitted under this document.**

I acknowledge and understand that participating in any type of hunting activity is potentially dangerous to others. I further acknowledge and agree that I am responsible for all of my hunting activities including, but not limited to, the operation of my weapon and for any injury or damage that I may inadvertently or intentionally cause from such activities to i) any guest of mine or any other person who may be on or near the Bur Oak Land Trust Property, and ii) any property of the Bur Oak Land Trust or any other person that may be on or near the Bur Oak Land Trust Property.

I represent that I have read and understand all Iowa laws and regulations governing the hunting activities permitted in this document, and I agree to fully comply with all such laws and regulations while I am on or near Bur Oak Land Trust Property. I represent that I have read and understand the Bur Oak Land Trust Hunting Policy and agree to fully comply with all rules and

restrictions therein. I further represent that I have sufficient experience, training and/or knowledge in safe hunting practices so that I am able to participate in the permitted hunting activities without creating a hazard to myself or others.

I acknowledge that I am solely responsible for the sufficiency, safety and operation of all my hunting equipment and gear and that the Bur Oak Land Trust assumes no responsibility for such matters.

I acknowledge and understand that maintaining and preserving the natural features of Bur Oak Land Trust Property is a primary mission of the Trust, and I agree not to damage any natural or other features of Bur Oak Land Trust Property. I will use tree stands that are in compliance with the Bur Oak Land Trust Hunting Policy. I will not use motorized vehicles or any other power equipment on Bur Oak Land Trust property unless with special and specific written permission of the Bur Oak Land Trust Land Steward.

I acknowledge and understand that the consumption of alcohol, marijuana and/or other drugs, legal or otherwise, may impair my ability to safely hunt and properly operate weapons. I agree not to hunt while under the influence of alcohol, marijuana or any drug, legal, illegal or otherwise.

As further consideration and as a material inducement for Bur Oak Land Trust to grant this limited permission to me, I hereby agree to indemnify, defend and hold harmless the Bur Oak Land Trust and its directors, officers, employees, volunteers, representatives and agents from and against any and all claims, judgments, settlements, costs, fines, penalties, expenses, (including but not limited to attorney fees, defense costs and court costs) and any other liabilities resulting from injury, loss or damages to any third-party arising directly or indirectly from my hunting or other activities on the Bur Oak Land Trust Property.

I agree that this document shall be binding upon me and upon my personal representatives, beneficiaries, heirs and successors in interest.

I agree that I shall be responsible for any damage that I may cause to the Bur Oak Land Trust Property and shall promptly restore such damage or, upon the Trust's election and invoice, promptly reimburse Bur Oak Land Trust for the reasonable costs of restoration.

I HAVE READ THE FOREGOING CONDITIONS FOR HUNTING ON BUR OAK LAND TRUST PROPERTY AND RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT. I FULLY UNDERSTAND ITS TERMS AND CONDITIONS AND KNOWINGLY AND VOLUNTARILY AGREE TO BE BOUND BY SUCH TERMS AND CONDITIONS.

HUNTER

_____ **Date:** _____
[Signature of Hunter]

[Print Name of Hunter]

Street Address: _____

City/State/Zip Code: _____

Cell Phone: _____ Home Phone: _____

APPROVAL BY BUR OAK LAND TRUST

Bur Oak Land Trust

By: _____ **Date:** _____
[Signature of Bur Oak Land Trust Land Steward]

_____,
[Print Name of Bur Oak Land Trust Land Steward]