The Nature Conservancy, a non-profit corporation organized under the laws of the District of Columbia ("TNC") hereby grants this permit to ______________________ (“Hunter”) to hunt for white-tailed deer on TNC’s Cross Ranch Preserve only within the areas described on the attached Exhibit A (“Property”), on the following dates _______________________. In signing this permit, the Hunter agrees to comply with those terms and conditions stated in this permit. The permit is personal to the Hunter and may not be used by or assigned to any other individual, except that the Hunter’s children may hunt under this permit as provided below.

The Hunter may allow up to two of the Hunter’s children to accompany the Hunter on the Property at any given time. For purposes of this permit, a “child” is considered to be any person under 18 years of age. Each child accompanying the Hunter must have all licenses and permits required to hunt under North Dakota law. The Hunter agrees to take full responsibility for each child, to keep each child within a distance that allows the Hunter to have uninterrupted visual contact and unaided verbal communications with the child, and to directly supervise each accompanying child at all times. No other person may accompany the Hunter without first obtaining a separate permit from the Conservancy.

The Hunter shall comply with all state and local laws and ordinances governing their activities, and those of the Hunter’s accompanying children, including obtaining any government licenses or permits required. Hunting may take place only with in the authorized hunting seasons specified by state and local law. The Hunter acknowledges that any information provided to TNC in connection with this permit may be shared with governmental authorities to assist in the enforcement of applicable law. Hunter acknowledges that if Hunter [and any accompanying minor children] fail[s] to comply with the terms and conditions of this permit, TNC may terminate this permit (and any other TNC permits held by Hunter) upon written or verbal notice to Hunter, and Hunter shall immediately cease and desist from any further activities under the permit(s). Violations of this permit may also result in refusal by TNC to issue any future permits to the Hunter.

The Hunter shall abide by the following rules, and shall ensure that each of the Hunter’s accompanying children abide by these rules, when using TNC property:

1. Hunting on Cross Ranch Preserve is only allowed in areas designated by the attached map.
2. Only white-tailed deer may be hunted on this Property, and they may only be hunting during North Dakota rifle season.
3. Unnecessary shooting or shooting at targets is prohibited.
4. There shall be no cutting, breaking, or clearing of vegetation.
5. Permanent tree stands are not allowed. Temporary tree stands are permitted, but not allowed up before Nov 1, 2021 and must be removed prior to end of December. Any stands not removed by this date shall become property of TNC.
6. Access to the Property must be along the existing roads, and vehicles must be parked in designated parking areas. No off-road vehicle use is allowed, and vehicles are not allowed on neighboring private land to retrieve animals from TNC land. The use of boats to retrieve deer is not allowed.
7. Baiting is not permitted, nor is hunting over bait piles.

The Hunter shall exercise the highest degree of care in the conduct of the activities permitted pursuant to this permit, so as to avoid the risk of personal injury or property damage. The Hunter acknowledges that hunting is inherently dangerous and that Hunter is 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. The Hunter hereby assumes all responsibility for any injury to persons or damages to property which occur in connection with the Hunter’s and any accompanying child’s use of the Property pursuant to this permit. In consideration for permission to hunt on the Property, the Hunter, for himself/herself, his/her heirs, successors and assigns, hereby agrees to release, indemnify and hold TNC harmless from any and all claims, liabilities, losses, damages, costs, and expenses incurred in connection with the Hunter’s and any accompanying child’s activities or presence on the Property or in connection with the Hunter’s or child’s activities on the Property.

The Hunter acknowledges that this permit is non-exclusive and that TNC may issue similar permits to other hunters. TNC reserves the right to full use of the Property and surrounding Preserve. Activities of TNC and its guests shall take precedence over the Hunter’s rights under this permit, and the Hunter agrees to comply with any restrictions specified by TNC to accommodate these activities.

This permit is not valid until it has been signed and dated by the Hunter and TNC.

In signing this permit, the Hunter certifies that he/she is at least 18 years of age and that he/she has read and fully understands the permit and the significance of the agreements that has been made in signing this permit.