



TOWN OF JAMESTOWN

P.O. Box 377
93 Narragansett Ave.
Jamestown, RI 02835

2016 Jamestown Cooperative Hunting Program Instructions/ Check List

- ✓ Review Town and RI DEM Hunting Regulations.
- ✓ Complete attached application and liability waiver.
- ✓ Submit completed application package to the Chief of Police along with required documents.
- ✓ Receive permission letter from Town Administrator. You must carry this letter on your person while hunting on Town property.
- ✓ Reserve time slot for specific hunting area and time by notifying the police dispatcher.

Checklist for Complete Application

- Completed application form
- Copy of State Drivers license or other form of identification
- Completed Liability Waiver
- Copy of current RI Hunting License
- Copy of current Deer hunting permit
- Copy of Archery Proficiency Certification Card (bow hunting only)



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2016 Jamestown Cooperative Hunting Program Application

- Tier 1: Resident of Jamestown or Employee of the Town of Jamestown
- Tier 2: Requires sponsorship by approved Tier 1 Hunter

Date: _____

Name: _____ Date of Birth _____

Street Address _____ City/Town _____

State _____ Zip _____

2016 RI Hunting License Number _____

I hereby certify and attest that I have not been convicted of any felony, any crime of violence or any crime as charged related to Rhode Island Fishing and Hunting Regulations and that I have read and understand all Town of Jamestown and RI DEM Hunting regulations.

Signature: _____

Tier 2 Only

Sponsor Name: (must be Tier 1 approved): _____

Sponsor Signature: _____



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GENERAL RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to participate in the Town of Jamestown (the "Town") **Cooperative Hunting Program**, and to enter upon Town owned property (the "Property") for the purposes of hunting deer, pursuant to and in accordance with the Cooperative Hunting Program Regulations (collectively, the "Program"), the undersigned, for himself/herself, his/her personal representatives, family members, heirs, next of kin, and any person claiming by or through him/her (collectively, the "Hunter"), does hereby forever:

1. WARRANT that the Hunter has successfully passed the Rhode Island Department of Environmental Management ("RIDEM") Hunter and / or Bow Hunter Education Course, and is sufficiently trained and licensed to participate in the Program;
2. WARRANT that the Hunter is sufficiently trained and knowledgeable in the safe and proper use of firearms and bows (collectively "Weapons"), and the Hunter acknowledges that the use of Weapons is an **INHERENTLY DANGEROUS ACTIVITY**, and the Hunter **EXPRESSLY ASSUMES ALL RISKS** of participation in the Program, including, but not limited to, hunting and hunting related activity, the possessing, handling, and use of Weapons during participation in the Program, as well as all risks from proximity of the possession, handling, and use of Weapons by others on the Property;
3. Acknowledges that participation in the Program is a **PHYSICALLY DEMANDING ACTIVITY** and the Hunter warrants that he/she is in good physical condition, free of any disability or physical condition that would prohibit his/her safe participation in the Program, and that he/she possesses the requisite knowledge, training, and skill to safely participate in the Program and undertake hunting and hunting related activity, and that he/she **ASSUMES ALL RISK FROM PARTICIPATION IN THE PROGRAM AND ANY/ALL HUNTING RELATED ACTIVITY**;
4. Agrees that he/she has, or will immediately upon entering the Property to participate in the Program, shall, and continuously thereafter, inspect the Property and all portions thereof which he/she enters and which he/she comes in contact, and he/she does further warrant that his/her entry upon the Property and his/her participation in the Program constitutes an acknowledgement that he/she has inspected such Property and that he/she finds and accepts the same as being safe and reasonably suited for the Program, and he/she further warrants that if, at any time, he/she determines the Property, or any portion thereof, to be unsafe,

he/she will immediately advise the Town Police Department of such and will leave the Property;

5. **RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE TOWN, ITS DIRECTORS, OFFICERS, AGENTS, CONTRACTORS, REPRESENTATIVES, AND EMPLOYEES, OF EACH OF THEM, ALL FOR THE PURPOSES HEREIN REFERRED TO AS THE "RELEASEES", FROM ANY AND ALL LIABILITY** to the Hunter, his personal representatives, family members, heirs, next of kin, and any person claiming by or through him/her, for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the Hunter, whether caused by or related to, either directly or indirectly, the negligence or gross negligence, or action or inaction, or otherwise, of the "RELEASEES" while the Hunter is participating in the Program;
6. **AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE "RELEASEES",** and their insurance carriers, and each of them, from any and all loss, liability, damage, expenses, or cost, including attorney fees, they may incur due to, or related either directly or indirectly to, the Hunter's participation in the Program.

The Hunter also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE "RELEASEES". THE UNDERSIGNED expressly acknowledges and agrees that the participation in the Program is inherently dangerous and involves the risk of serious injury and/or death and/or property damage. THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, assumption of risk, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Rhode Island and Providence Plantations, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements, WHETHER EXPRESS OR IMPLIED, apart from the foregoing written agreement have been made.

IN WITNESS WHEREOF, the undersigned, does hereby execute this legally binding document

on the _____ day of _____ 20_____.

Name (PRINT)

Witness Name (PRINT)

Legally binding signature

Witness's signature