

METAMORA PARK DISTRICT

ARCHERY DEER HUNTING PARTICIPANT AGREEMENT, RULES ACKNOWLEDGMENT, AND WAIVER AND RELEASE OF LIABILITY

This Participant Agreement, Rules Acknowledgment, and Waiver and Release of Liability (“Agreement”) is entered into by and between the Metamora Park District (“Park District”) and the undersigned participant (“Participant”), and, if applicable, Participant’s parent or legal guardian (“Guardian”).

WHEREAS, the Park District owns, operates, and maintains certain lands for recreational and conservation purposes; and

WHEREAS, the Park District seeks to permit limited archery deer hunting on designated Park District property pursuant to a controlled program designated for youth hunters accompanied by an adult (the “Program”), subject to strict conditions intended to protect public safety, natural resources, and other park users; and

WHEREAS, Participant desires to voluntarily participate in the Program and to access Park District property for the purpose of archery deer hunting; and

WHEREAS, Participant acknowledges that participation in hunting activities involves inherent risks, including the risk of serious bodily injury or death; and

WHEREAS, the Park District requires, as a condition of participation, that Participant agree to comply with all applicable federal, state, and local laws, including the Illinois Wildlife Code and Illinois Department of Natural Resources (“IDNR”) regulations, as well as all Park District rules and requirements set forth in this Agreement;

NOW, THEREFORE, in consideration of being permitted to participate in the Program and to access Park District property for hunting purposes, Participant agrees as follows:

ARTICLE I: PROGRAM RULES

- 1. Residency and Eligibility.** Access to the Program is restricted to residents of the Metamora Township High School District. Participant must provide proof of residency in the form of a government-issued identification or current utility bill. Hunting is permitted only in designated areas of Park District property.
- 2. Group Structure and Youth Requirements.** Each permitted group shall consist of no more than four hunters. Each group must include at least one youth hunter, but no more than two youth hunters. All youth hunters must be directly supervised by a licensed adult aged 21 or older at all times while engaged in hunting activities, pursuant to IDNR regulations. Any adults accompanying a permitted group shall be counted toward the maximum group size of four (4). No persons under age 18 shall accompany or be included in a permitted group with the exception of youth hunters. As used in the Agreement, a “youth hunter” is a person under the age of 18 possessing an Illinois Youth Deer Hunt Permit, an “adult” is any person age 18 or over, and “licensed adult” is an adult age 21 or older possessing an Illinois Resident Deer Archery Permit.

- 3. Application and Selection.** Participation in the Program is subject to prior application and approval by the Park District. All individuals seeking to participate must submit a completed application in the form prescribed by the Park District, together with any required documentation, including proof of eligibility, residency, and licensing qualifications.

Submission of an application does not guarantee acceptance into the Program. The Park District reserves sole and absolute discretion to approve, deny, or condition any application, to limit the number of participants, and to assign participants to specific hunting periods, zones, or groups. The Park District may utilize a lottery, ranking system, or other selection process as it deems appropriate.

The Park District further reserves the right to reject any application or remove any participant at any time, with or without cause, in order to protect public safety, ensure compliance with Program requirements, or further the Park District's operational and conservation objectives.

- 4. Limited License to Use Property for Hunting Purposes.** Upon acceptance into the Program and payment of any required fee, the Park District grants to Participant a limited, revocable, non-exclusive license ("License") to enter and use designated portions of Park District property solely for the purpose of archery deer hunting during the assigned hunting period. This License is personal to the Participant or approved group, if applicable, is non-transferable, and confers only those rights expressly set forth in this Agreement.

Participant's rights under this License are strictly conditioned upon compliance with this Agreement and all applicable laws and regulations. The Park District may suspend, revoke, or terminate this License at any time, with or without cause, including but not limited to violations of Program rules, safety concerns, or operational needs. Upon revocation or expiration, Participant shall immediately cease all hunting activity and remove all persons and property from Park District lands.

Any fee paid in connection with the Program is consideration for participation and administrative costs and does not constitute rent or a guarantee of access, use, or hunting success.

- 5. Licensing and Documentation.** Participant must possess and maintain, at all times while hunting, all licenses, permits, tags, and other credentials required by the Illinois Wildlife Code and IDNR regulations for archery deer hunting, including without limitation:

- a. a valid Illinois Resident Hunting License, Youth Hunting License, or Apprentice Hunting License;
- b. a valid Illinois Resident Deer Archery Permit or Youth Deer Hunt Permit; and
- c. a valid Illinois Habitat Stamp.

~~Participant must comply with all IDNR regulations regarding seasons, bag limits, reporting, and equipment.~~

All licenses and permits shall be valid, properly signed where required, and carried on the Participant's person while engaged in hunting activities. A Participant shall immediately present

such documentation upon request by the Park District, IDNR personnel, or any law enforcement officer having jurisdiction.

Participant shall not hunt without a valid permit, utilize a permit outside its authorized season, location, or conditions, transfer or loan any license or permit, falsify harvest information, or otherwise violate any credentialing or permitting requirement.

Participant acknowledges that compliance with this Section and any applicable state hunting regulations is a continuing condition of participation in the Program and that any violation may result in immediate suspension or revocation of Program privileges.

6. Assigned Hunting Periods and Hours. Hunting is limited to designated hunting periods assigned by the Park District, in coordination with IDNR. Hunting hours are from one-half hour before sunrise to one-half hour after sunset. Scouting is limited to the designated pre-period window and may not include placement of stands or equipment.

7. Equipment Restrictions.

- a. **Bows and Arrows.** Only compound bows and crossbows that fully comply with the requirements of 17 Ill. Adm. Code § 670.30, including applicable minimum draw weight, safety, length, and projectile specifications, shall be permitted. Longbows and recurve bows are expressly prohibited under this Program, notwithstanding their permissibility under state law. All arrows used for deer hunting must be equipped with lawful broadheads meeting state minimum cutting diameter requirements, and no prohibited devices or attachments shall be used.
- b. **Tree Stands and Blinds.** All tree stands and blinds must be portable and non-destructive in design and use. The construction or installation of permanent stands, platforms, or other structures is strictly prohibited. The use of screw-in steps, spikes, nails, or any device that penetrates or damages trees is likewise prohibited.
- c. **Labeling.** All equipment brought onto Park District property, including but not limited to stands and blinds, must be clearly and legibly labeled with the Participant's name and current contact information. All equipment must be installed and removed solely within the Participant's assigned hunting period and must be completely removed from Park District property at the conclusion of that period.
- d. **Trail Cameras.** The use, placement, or maintenance of trail cameras or other remote monitoring devices on Park District property is strictly prohibited.

8. Safety Requirements. Participant shall comply with all applicable safety requirements imposed by IDNR. Without limiting the foregoing, at all times while engaged in hunting activities, Participant must wear a minimum of 400 square inches of solid blaze orange in a manner visible from all directions.

The discharge of any arrow or bolt is strictly prohibited within 100 yards of any marked hiking trail, bicycle trail, roadway, parking area, or other designated travel corridor. Hunting is further prohibited within or in proximity to playgrounds, shelters, picnic areas, parking lots, maintained

recreation areas, and any other locations designated by the Park District as restricted or safety buffer zones.

Participant shall at all times maintain awareness of surroundings, including the presence of other participants and members of the public, and shall only take shots that provide a clear line of sight and safe backdrop. Elevated hunting is permitted only with the use of approved portable equipment, and Participant must utilize a full-body fall arrest system at all times while ascending, descending, or occupying an elevated stand.

Participant shall immediately cease hunting activity and secure all equipment upon the approach of non-participants within the vicinity and shall take all reasonable precautions to avoid creating a hazard to other park users, adjacent property owners, or other hunters.

9. Harvest, Retrieval, and Reporting. ~~Participant shall comply with all IDNR requirements governing the tagging, checking, and reporting of harvested deer, including timely reporting through the IDNR check-in system. In addition, Participant shall complete any Park District-required reporting or survey at the conclusion of the assigned hunting period, regardless of whether a deer was harvested.~~

a. **Park District Deer Management Requirement.** In furtherance of the Park District's wildlife management objectives and commitment to youth hunter education, participants must lawfully harvest and report one (1) antlerless deer before becoming eligible to harvest an antlered deer. For purposes of this provision, an antlered deer means a deer possessing antlers measuring three (3) inches or more in length.

b. **IDNR Tagging and Reporting.** Immediately upon harvesting a deer, Participant shall comply with all IDNR tagging requirements and shall properly attach the applicable harvest tag before moving, transporting, or field dressing the animal, except as otherwise permitted by law. Participant shall report all harvested deer through the IDNR harvest reporting system by 10 p.m. on the same calendar day the deer was harvested or within the applicable deadline established by IDNR and shall obtain and retain the applicable harvest confirmation number.

c. **Park District Deer Harvest Report and Management Log.** In addition to state reporting requirements, Participant shall complete and submit the Park District Deer Harvest Report and Management Log, attached hereto, for every deer harvested on Park District property. The report shall include the IDNR harvest confirmation number and such additional information as the Park District may require for wildlife management, program administration, and regulatory compliance purposes. Failure to complete IDNR reporting requirements or to submit the required Park District harvest documentation shall constitute a violation of this Agreement.

a.d. **Retrieval of Game.** All retrieval of harvested or wounded game shall be conducted only by non-motorized means, including by foot, use of hand-drawn carts, or other Park District-approved methods. The use or operation of motorized vehicles, including but not

limited to ATVs, UTVs, or off-road vehicles, is strictly prohibited except where expressly authorized in writing by the Park District.

b.e. Property Limitation. Participant shall make all reasonable efforts to ensure that shots are taken in a manner that promotes ethical harvest and minimizes the likelihood that wounded game will leave Park District property. Participant shall not enter onto private property, non-permitted areas, or Park District-designated restricted zones for the purpose of tracking or retrieving game without first obtaining appropriate permission. Where a deer crosses or is believed to have crossed such boundaries, Participant must promptly notify the Park District or an IDNR Conservation Police Officer and shall follow all directions provided.

e.f. Handling, Field Dressing, and Removal. Participant is responsible for the lawful handling, field dressing, and removal of harvested game and shall conduct all such activities in a safe, sanitary, and discreet manner so as to minimize impact on other park users and Park District property.

10. Access and Parking. All participants shall be issued a Park District hunting permit and corresponding vehicle parking permit (“Permit”) for the assigned hunting period. The Permit is non-transferable and authorizes access only to those areas, dates, and times designated by the Park District for the Participant or group. The Permit must be displayed in plain view within any vehicle while parked on Park District property in connection with Program participation.

Participant shall park only in designated parking areas identified by the Park District and shall access and exit hunting areas exclusively through designated entry and exit points. Parking or driving on grass, fields, trails, service roads, or any non-designated surface is strictly prohibited, and off-road driving is not permitted under any circumstances.

Participant shall not create, use, or rely upon unauthorized access routes, including informal trails or crossings, and shall not enter or exit Park District property from any location other than approved access points. All ingress and egress shall be conducted in a safe and orderly manner so as not to interfere with other park users or Park District operations.

Any vehicle not displaying a valid Permit, or parked outside designated areas, may be subject to citation, removal, or towing at the owner’s expense. Participants shall not duplicate, alter, or transfer any Permit issued by the Park District. Lost or damaged Permits must be promptly reported to the Park District.

The Park District reserves the right to suspend or revoke any Permit for violation of Program rules, and such revocation shall result in immediate loss of access and parking privileges. Any deviation from these requirements without prior written authorization from the Park District is prohibited.

11. Conduct. Participant shall conduct themselves at all times in a safe, lawful, and respectful manner, with due regard for other participants, members of the public, adjacent property owners, and Park District personnel.

The possession, use, or being under the influence of alcohol, cannabis, controlled substances, or any intoxicant before or during participation in the Program is strictly prohibited. The possession or use of any illegal substance is likewise prohibited at all times on Park District property.

Any violation of this section shall result in immediate removal from the Program and may result in suspension or permanent revocation of participation privileges, in addition to any other remedies available to the Park District at law or in equity.

12. Enforcement. Violation of any rule may result in immediate removal from the Program, revocation of privileges, and potential legal consequences.

13. No Guarantee of Wildlife or Hunting Success. Participant acknowledges that the Park District makes no representations or warranties of any kind regarding the presence, number, quality, or location of deer or other wildlife on Park District property. Wildlife populations are not controlled by the Park District and are inherently uncertain. Participation in the Program is not a guarantee of hunting opportunity or success. No refund, credit, rescheduling, or other compensation shall be provided based on the absence of wildlife, hunting conditions, or lack of harvest.

ARTICLE II: ASSUMPTION OF RISK

- 1. Acknowledgement and Assumption of Risk.** Participant acknowledges and understands that hunting and related activities involve inherent and substantial risks, including but not limited to: the discharge or use of archery equipment by Participant or other persons; misfires or equipment failure; falls from tree stands or other elevated positions; uneven or hazardous terrain; hidden or natural conditions of the property; weather conditions; interaction with wildlife; and the presence, actions, or negligence of other participants, park users, or third parties. Participant further acknowledges that the Park District does not supervise all activities and that conditions on the property may be natural, unpredictable, and subject to change. Participant knowingly and voluntarily assumes all such risks, whether known or unknown, foreseeable or unforeseeable, associated with entry upon Park District property and participation in the Program.
- 2. Waiver and Release of Liability.** To the fullest extent permitted by law, Participant, on behalf of themselves and their heirs, executors, administrators, and assigns, hereby releases, waives, and discharges the Park District and its officers, employees, commissioners, agents, and volunteers from any and all claims, demands, causes of action, damages, or liabilities of any kind arising out of or relating to Participant's entry upon Park District property or participation in the Program, including but not limited to claims for personal injury, death, or property damage. This release includes, without limitation, claims arising from the condition of the premises, the acts or omissions of other participants or third parties, and any alleged negligence of the Park District, except to the extent such release is prohibited by Illinois law.
- 3. Indemnification.** Participant agrees to indemnify, defend, and hold harmless the Park District from and against any and all claims, damages, losses, liabilities, and expenses, including attorney's fees, arising out of or related to Participant's participation in the Program to the extent caused by Participant's violation of this Agreement, violation of applicable law, or negligent, reckless, or unlawful conduct.

4. **Medical and Emergency Consent.** Participant authorizes the Park District to obtain emergency medical assistance on Participant's behalf if deemed necessary and agrees to be solely responsible for any resulting costs or expenses.
5. **Minors.** If Participant is under 18 years of age, a parent or legal guardian must sign this Agreement on the minor's behalf. The parent or legal guardian represents and agrees that they have the legal authority to execute this Agreement, and (i) consents to the minor's participation in the Program; (ii) agrees, both individually and on behalf of the minor, to all terms of this Agreement; and (iii) assumes all risks associated with the minor's participation. To the fullest extent permitted by law, the parent or legal guardian further agrees to indemnify and hold harmless the Park District from any claims brought by or on behalf of the minor.
6. **ACKNOWLEDGMENT AND VOLUNTARY EXECUTION.** Participant acknowledges that:
 - a. **THEY HAVE READ THIS AGREEMENT IN ITS ENTIRETY;**
 - b. **The hunting rules contained herein are fully incorporated and binding;**
 - c. **They understand the nature of the activities and the risks involved; and**
 - d. **They are signing this Agreement freely and voluntarily without any inducement or assurance not expressly stated herein.**

Participant Name: _____ Guardian Name: _____

Signature: _____ Guardian Signature: _____

Date: _____ Date: _____