

RESOLUTION NO. 2019- 333

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION AND OTHER HUNTING ORGANIZATIONS FOR THE PURPOSE OF CONDUCTING A SCHEDULED HUNT WITHIN THE MCCULLOUGH CREEK CONSERVATION AREA

RECITALS

WHEREAS, the Board expressed interest in providing passive public recreational activities including hunting on the McCullough Creek Conservation Area (Jaxport property); and

WHEREAS, agencies such as the Florida Fish and Wildlife Conservation Commission, Florida Forest Service and other non-profit hunting groups provide hunting opportunities throughout Florida; and

WHEREAS, the Florida Fish and Wildlife Conservation Commission, Florida Forest Service and other non-profit hunting groups will provide a hunting experience to enhance, encourage and educate the public in the use of safe and practical hunting techniques and tactics in the outdoors; and

WHEREAS, County Land and Resource Management staff will coordinate these efforts on County property;

**NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County:**

**Section 1.** The above recitals are incorporated by reference into the body of this resolution, and such recitals are adopted as findings of fact.

**Section 2.** The Board of County Commissioners authorizes the County Administrator, or his designee, to execute a Memorandum of Agreement between the County and the Florida Fish and Wildlife Conservation Commission, substantially in the same form as attached, to permit the Florida Fish and Wildlife Conservation Commission to conduct a scheduled hunt at the McCullough Creek Conservation Area at a time and manner determined by the County Administrator.

**Section 3.** The Board of County Commissioners authorizes the County Administrator, or his designee, to execute a License Agreement, substantially in the same form as attached, to permit the other listed hunting organizations to conduct a scheduled hunt at the McCullough Creek Conservation Area at a time and manner determined by the County Administrator.

**Section 4.** To the extent that there are typographical or administrative errors that do not

change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

**Section 5.** This resolution shall be effective upon adoption by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 1 day of October 2019.

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

By: Paul M. Waldron  
Paul M. Waldron, Chair

**ATTEST:** Hunter S. Conrad, Clerk of Court

By: Sam Halterman  
Deputy Clerk

**RENDITION DATE** 10/3/19



## **Hunting Organizations**

### **Florida Fish and Wildlife Conservation Commission (FWCC)**

The FWCC will conduct youth hunts on the property and will manage the hunt. As the state regulatory agency, FWCC will ensure proper protocol will be followed, provide the needed equipment and organize the event. They require hunter safety courses for all participants, guardians to be with the youths at all times, and provide a local hunt master on site.

### **Florida Forest Service (FFS)**

The FFS Operation Outdoor Freedom (OOF) is a program administered by the Florida Forest Service which provides outdoor opportunities for Florida's wounded Veterans. It is entirely funded through private donations of money and land on which to hunt, fish, camp, canoe or relax. All funds are administered through the 501c3 "Friends of the Florida State Forests". The local coordinators of each event must raise the funds to hold an event, provide lodging and food for the duration of the event. Currently, OOF hosts 600 veterans and 96 events a year. Water Management Districts, forestry lands, public lands and private ranches all participate in the program. Typically, all of the events are guided which provides for a high degree of safety for the landowners and veterans.

The OOF program is protected under Florida Statutes 589.89 with a participant/volunteer agreement and a land use agreement for the duration of the event. Most of the coordinators are local forestry or land owner employees who are familiar with the areas being used and who rely on local community support to provide for the event. Veterans must be a Florida resident, thirty percent (30%) or greater disabled or be a Purple Heart recipient to participate in our program. Veterans will apply online for each event that they choose to participate in and then a random computer draw will choose the participants. This program leads the nation in outdoor events for wounded veterans from all conflicts of war.

### **10Can Outdoors Inc.**

Designed for Military and First Responder families: our mission is to honor, revive, and grow American Heroes through outdoor recreation, education, and rehabilitation. We exist to find the cure for Post-Traumatic Stress Disorder (PTSD), to raise the next generation of warriors, and to incentivize post-traumatic growth.

**<https://www.10canoutdoors.com/hunting>**

**Florida Fish and Wildlife Commission**  
**Memorandum of Agreement Form**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION  
AND  
ST. JOHNS COUNTY, FLORIDA  
FWC YOUTH HUNT AGREEMENT No. FWC [Contract Number]**

This **MEMORANDUM OF AGREEMENT** is entered into by and between **THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "**COMMISSION**", and **ST. JOHNS COUNTY**, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereafter "**COUNTY**".

NOW THEREFORE, the **COMMISSION** and the **COUNTY**, for the considerations hereafter set forth, agree as follows:

- 1. TERM:** The term of this Memorandum of Agreement shall begin upon execution of this Agreement and remain in effect until the last scheduled hunt, listed below, is completed and the **COMMISSION** no longer has access to the Premises as specified in Section 5 of this Agreement, entitled ACCESS. However, the **COMMISSION** is only leasing the Premises on the dates the **COMMISSION** has access to the Premises, as specified in Section 5 of this Agreement.

**The dates of the scheduled hunt(s) are as follows:**

Hunt 1: TYPE      Dates: DATE Thru DATE

Hunt 2: TYPE      Dates: DATE Thru DATE

In the event of inclement weather or other unforeseen circumstance, the Parties will agree on a mutually acceptable date for rescheduling a hunt. The terms of this Agreement shall extend to the rescheduled date without need for further amendment and will terminate upon completion of the date of the last rescheduled hunt.

- 2. ACREAGE:** The land subject to this Agreement, generally McCullough Creek Conservation Area is approximately [Insert Acreage] acres in St. Johns County, Florida, as more particularly outlined on the attached map which is hereby incorporated (the "Premises").
- 3. PURPOSES:** The purpose of this Agreement is to provide for the terms, conditions and limitations for the use by the **COMMISSION** of the lands listed above for the express purpose of providing a Commission-sponsored activity as described in the attached Youth Hunting Program of Florida Youth Hunt Announcement Form(s) ("Forms") which are hereby incorporated: to enhance, encourage and educate youth in the use of safe and practical hunting and fishing techniques and tactics in the outdoors.
- 4. USES:** The **COMMISSION** and its agents shall have the exclusive right during the scheduled hunts to enter onto the property to plan, improve and otherwise make provisions for use under the terms of this Agreement.

The use of the Premises for a Commission-sponsored youth hunting activity as described in the attached Forms shall be for the management of wildlife and/or aquatic life as outlined in the attached Forms, including, but not limited to, the implementation of programs for public hunting and fishing by all legal means, and programs for a variety of non-consumptive uses of wildlife by the public.

The use of the Premises for a youth hunt(s), except as herein provided, shall be consistent with and not interfere with the COUNTY'S uses of the land. Hunting on the land will be limited to the number of pre-determined youth hunters as outlined in the attached Forms. The COUNTY shall endeavor to use the land so as not to unreasonably interfere with the exclusive uses of the land during the scheduled hunts by the COMMISSION. COUNTY agrees to notify COMMISSION in advance of any other hunting or other activities taking place on the premises that may present a danger to human life or health, or that may affect or interfere with the activities described in the attached Forms.

5. **ACCESS:** Subject to the terms and conditions of this Agreement, the COMMISSION shall have free and full access to the Premises on the days of the scheduled hunt(s) for the purpose of administering youth training programs. The COMMISSION shall also have free and full access to the Premises [# of days] days before the scheduled hunt(s) to prepare for the hunt(s) and [# of days] days after the scheduled hunt(s) to clean-up. Hunting on the Premises pursuant to this Agreement shall only take place on scheduled hunting dates, listed above, and as outlined in the attached Forms. The COUNTY shall take reasonable steps to provide such free and full access by the COMMISSION.
6. **STRUCTURES:** The COMMISSION shall obtain prior approval from the COUNTY before using any facilities or locating any temporary structure, including any hunting blinds or tree stands, as herein provided. No structure shall be located permanently on the Premises without the prior written approval of the COUNTY.
7. **GENERAL MAINTENANCE:** The COMMISSION shall, at its sole expense and to the best of its ability, maintain the Premises in a clean and natural state and prevent and remove all litter and debris on the Premises arising from the uses of the land for a Commission-sponsored youth hunt. Further, except as approved in writing by the COUNTY, the COMMISSION shall, at its sole expense and to the best of its ability and to the fullest extent of its lawful authority, prevent cutting or removing trees by any person.
8. **FINANCIAL OBLIGATION:** This Memorandum of Agreement is not a contract for services and is not intended to create financial obligations between the Parties. However, in the event that costs are incurred as a result of either or both of the Parties performing their duties or responsibilities under this Memorandum of Agreement, the Parties agree to be responsible for their own respective costs.
9. **LIABILITY:** To the extent provided by, and subject to the limitations and conditions specified in Florida Statute (F.S.) §768.28, the COMMISSION shall be responsible for any loss or damage resulting in whole or in part from its use of the Premises under the terms of this Agreement.

In addition, nothing contained herein shall be construed as a waiver of any limitation of liability that may be enjoyed by the COUNTY or any other law providing limitations on claims against the COUNTY. However, the COMMISSION makes no assurances or guarantees to COUNTY on any law providing limitations on claims.

The COMMISSION agrees to require hunt participants to execute any release(s) or waivers of liability that may be required by the COUNTY, in addition to those required by the COMMISSION as a condition of participation.

COUNTY agrees to not deliberately, willfully, or maliciously injure any persons or property.

10. **TERMINATION:** Either party may terminate this Agreement by giving written notice to the other party specifying the termination date, by certified mail, return receipt requested, at least thirty (30) days prior to the termination date specified in the notice. Either party hereto shall have the right to immediately terminate this Agreement upon written notice to the other party in the event of such party's act of fraud or willful misconduct, or breach of this Agreement.
11. **NOTICE:** Unless a notice of change of address is given, any and all notices shall be delivered to the parties at the following addresses:

**COUNTY**  
[County Representative]  
St. Johns County  
500 San Sebastian View,  
St. Augustine, Florida 32084

**COMMISSION**  
Tyler Allen  
Fish and Wildlife Conservation Commission  
620 South Meridian Street  
Tallahassee, FL 32399-1600

12. **MODIFICATION OF AGREEMENT:** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the parties.
13. **CANCELLATION UNDER FLORIDA STATUTE CHAPTER 119:** This Agreement may be unilaterally canceled by the COMMISSION for refusal by the COUNTY to allow public access to all documents, papers, letters, or other material subject to the provisions of F.S. Chapter 119, and made or received by the COUNTY in conjunction with this Agreement.
14. **PUBLIC RECORDS:** All records in conjunction with this Agreement shall be public records and shall be treated in the same manner as other public records are under F.S. Chapter 119.
15. **NON-DISCRIMINATION:** No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.
16. **PROHIBITION OF DISCRIMINATORY VENDORS:** In accordance with F.S. § 287.134, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a

contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

17. **SEVERABILITY AND CHOICE OF VENUE:** This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida.
18. **NO THIRD-PARTY RIGHTS:** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
19. **JURY TRIAL WAIVER:** As consideration of this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement.
20. **ENTIRE AGREEMENT:** This Agreement with all incorporated attachments represents the entire Agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the parties hereto, unless otherwise provided herein.

**Remainder of Page Intentionally Left Blank  
Signature Page to Follow**



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

**St. Johns County**

**Florida Fish and Wildlife Conservation  
Commission**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Morgan Richardson, Director (or designee)  
Division of Hunting and Game Management

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attachments:



**FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

Hunter Safety and Public Shooting Ranges Section  
Youth Hunting Program of Florida



**UNCONDITIONAL RELEASE OF LIABILITY RISKS**

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE LANDOWNER, FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC), ITS STAFF, VOLUNTEERS AND PARTNERS USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE LANDOWNER, FWC, ITS STAFF, VOLUNTEERS AND PARTNERS IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE LANDOWNER, FWC, ITS STAFF, VOLUNTEERS AND PARTNERS HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I/we have knowingly and willingly entered into a YHPF activity and agree to abide by its rules, terms, provisions and conditions. I/we understand that if any person displays unsafe, unethical, illegal, or disruptive actions/attitudes or disobeys rules/policies, the entire party may be removed from the activity in the sole discretion of the HuntMaster, who has absolute authority over the activity. I/we further understand that most youth hunts normally end approximately mid-day on Sunday and that participants will not be permitted to leave before then. In the event photographs, slides, interview or video tapes are made, I/we consent to the release of those images for use by the FWC in support of YHPF.

I/we further acknowledge and understand that no warranty, either expressed or implied, is made by YHPF as to the YHPF activity, or of any roads, buildings, gates or other improvements, and that dangerous conditions, risks and hazards do exist, including: venomous snakes, insects and spiders; blinds and tree stands, whether or not erected by participant(s); erosion and general condition of the land, both on and off roadways or trails, creating rough, hazardous and dangerous driving and walking conditions; animals both wild and domestic that may be diseased and/or potentially dangerous; deep water; persons with firearms and knives, and the use of vehicles. I/we am/are aware of these conditions and expressly assume all dangers, risks and hazards.

I/we give permission to have emergency first-aid administered in the sole discretion of the HuntMaster and to be transported by the most expedient means of conveyance to the nearest physician, hospital, or clinic and to receive such treatment as medically prescribed by physician(s).

I/we have read and acknowledge the first paragraph and understand that this release applies to all my family members serving as YHPF participants and volunteers. As used in this release, the terms *I*, *my person* and *myself* applies regardless of the nature of my involvement with the YHPF, and whether or not I attend any YHPF activity, accompany a minor child, serve as a volunteer, or otherwise, and includes to the maximum extent permitted by law any minor children participating in any YHPF activity.

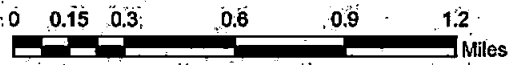
**YOUTH, PARENT/GUARDIAN**




<b>Youth Name</b>		<b>Signature</b>	
<b>Parent Name</b>		<b>Signature</b>	
I am unable to accompany my child and authorize _____ to serve as the guardian and give them permission to seek and authorize medical treatment in the event of an emergency during the YHPF activity during the weekend of _____.			

**VOLUNTEER**

<b>Name</b>		<b>Signature</b>	
-------------	--	------------------	--

# Map of Premises



- Legend**
-  Hunt Area
  -  MCCA Boundary
  -  Forest Roads

## Join other volunteers in upholding Florida's hunting heritage

Only through the passion and generosity of its volunteers can the Youth Hunting Program of Florida provide thousands of safe, educational and memorable hunting experiences for youth. The program is based on landowners who are willing to host hunts on their properties and other volunteers who plan and facilitate hunts. The Youth Hunting Program of Florida coordinates the resources necessary to provide interested young people with high-quality, mentored hunting experiences.

There are many volunteer opportunities within the Youth Hunting Program of Florida. To make sure our hunting traditions last well into the future, the program needs:

- Landowners and hunting clubs that are willing to host a youth hunt
- Volunteer HuntMasters
- Organizations interested in financially supporting the program
- Young men and women between the ages of 12 and 17 who are interested in learning to hunt

## How can landowners and hunting clubs help?

Encourage and allow young men and women to hunt on your property. With the majority of hunting land in Florida privately owned or leased to hunting clubs, the Youth Hunting Program of Florida needs your support. If you provide the place to hunt, we'll promise to run a safe, mentored and educational youth hunt.

Landowners will:

- Have the opportunity to choose how hunts are conducted as long as they conform to regulations and safety protocols

- Receive umbrella liability protection under Florida Statute 375.251

## How can volunteers help?

Help make the Youth Hunting Program of Florida a success by volunteering to:

- Become a HuntMaster who is trained to plan, coordinate, manage and lead youth hunts
- Oversee firearm instruction and supervise shooting ranges
- Conduct hunter education activities
- Serve as guides and mentors
- Provide medical expertise
- Serve as cooks

## How can an organization help?

We can help you start your own youth hunting program. Call to discuss your organization's role in the future of hunting. Then, let us assist you with:

- Training your members to conduct youth hunts
- Establishing your youth program
- Helping find places to host your youth hunts
- Providing you with young people who are interested in hunting

## What should I do to get involved?

For more information about how to get involved in the Youth Hunting Program of Florida, call 850-413-0084 or visit [iHuntFlorida.com](http://iHuntFlorida.com).



Florida Fish and Wildlife  
Conservation Commission  
[MyFWC.com](http://MyFWC.com)

printed on recycled paper

# Youth Hunting Program of Florida



Making sure our hunting traditions last well into the future



Florida Fish and Wildlife  
Conservation Commission  
[MyFWC.com](http://MyFWC.com)



## Youth Hunting Program of Florida

The smell of damp earth and leaves. A chorus of bird music. The thrill of seeing a buck step into view. These are the defining moments that hunters dream of sharing with a special friend or family member. However, fewer young people today are experiencing the power of time spent outdoors. That's one of the reasons Florida Fish and Wildlife Conservation Commission launched the Youth Hunting Program of Florida.

This program was established to get more young people involved in hunting by offering safe, educational, mentored youth hunts. Thanks to private landowners who graciously open up their property, youth accompanied by a parent or guardian can learn new outdoor skills during organized hunts for deer, turkey, hogs, waterfowl, dove, small game and more. Meals and mentors are provided at these family-oriented hunts.

## What can you learn at the Youth Hunting Program of Florida?

- How to hunt safely, legally and ethically
- Marksmanship and firearms safety
- Identifying wildlife
- Tracking and processing game
- The relationship between hunting and conservation

It's also a great chance to make new friends and spend time with friends and family!

## Who can participate in a mentored youth hunt?

- Young men and women between 12 and 17 years old who are accompanied by a parent or guardian.

## What are the steps to get involved?

- Visit [iHuntFlorida.com](http://iHuntFlorida.com) to select and register for hunts.
- Complete the Florida Hunter Safety Program (regardless of your age) and be able to provide a copy of your completion card. For a list of Florida Hunter Safety courses in your area, visit [MyFWC.com/HunterSafety](http://MyFWC.com/HunterSafety).

- When selected for a hunt, submit a payment to secure the position and purchase supplies for the event.

## Get ready to have fun and experience a whole new world!



Any person who requires special accommodations to participate in this event should notify the agency at least seven calendar days before the event by calling 850-413-0084. Those with hearing or speech impairments may contact the agency using the Florida Relay Service at 800-955-8771 (TDD) or 800-955-8770 (voice).

If you believe you have been discriminated against in any program, activity or use of a facility write to: FWC, Office of Human Resources, 620 South Meridian Street, Tallahassee, FL 32399-1600; or call 850-488-6411 or write to: Civil Rights Accessibility Coordinator for Public Access, U.S. Fish and Wildlife Service, 5275 Leesburg Pike, Falls Church, VA 22041; Telephone 703-358-2349 or 703-358-2131.

Dear Landowner,

Thank you for your interest in the Youth Hunting Program of Florida (YHPF). The goal of this program is to provide youth an opportunity to participate in a safe and educational mentored hunt. Unfortunately, due to a lack of available hunting land, many young Floridians do not have this opportunity. Simply by making your land available, you can positively impact the lives of future hunters and wildlife conservationists.

**Five key components to ensure YHPF's success:**

- 1) The landowner retains control over the hunt.
- 2) The landowner is relieved from liability on the hunt through Florida's Statute 375.251.
- 3) The Florida Fish and Wildlife Conservation Commission supports the hunt with staff and/or volunteers and needed supplies.
- 4) Rigid selection and safety conditions are incorporated into the program. For example, the youth must:
  - be 12 - 17 years of age.
  - have completed a Hunter Safety course.
  - have a valid hunting license, if necessary (16 & 17 year olds).
  - be accompanied by his or her own adult on the hunt and an experienced hunter when afield.
  - have executed required YHPF forms.

The only other requirements for the program is an orientation visit to your property and a simple written agreement that places you under the liability statute. If you have questions or are ready to schedule a youth hunt, please give me a call. Thanks for your support and help in upholding Florida's hunting heritage.

Sincerely,

Tyler Allen  
State Coordinator, Youth Hunting Program of Florida  
Florida Fish and Wildlife Conservation Commission  
620 South Meridian Street  
Tallahassee, FL 32399-1600  
850-488-8984

## **Policies and Rules**

Participants, including volunteers, on YHPF youth hunts will:

1. Keep safety first.
2. Follow all rules and regulations (Federal, State, YHPF and landowner).
3. Not bring, consume or use illegal drugs or alcoholic beverages/products to or at any YHPF event.
4. Not use tobacco products around youth hunters. Comply with the landowners rules and always dispose of product safely and properly.
5. Wear hunter blaze orange at all times, unless otherwise instructed by the HuntMaster.
6. Wear closed-toe/closed-heel shoes at all times.
7. Contribute and participate in all activities.
8. Make every effort possible to retrieve all wounded game.
9. Clean and take all game harvested. This is a required educational activity and no harvested animal will be wasted.
10. Remain seated in the vehicle beds – not on sides, tool boxes or tailgates.
11. Show up on time to the required meeting location and remain until the youth hunt is over. If you cannot, please notify YHPF immediately where a replacement hunter can be selected.
12. Not ask, suggest or hint for another hunt of any type that is not announced at the beginning of the youth hunt. This can compromise the Program.
13. Not shoot until the assigned guide has verified the targeted game and confirmed to take the shot.

14. Carry and/or transport firearms cased with the action open.
15. Treat all other participants with respect.
16. Ensure that all handguns remain unloaded and secured in the owner's vehicle throughout the duration of the youth hunt. This rule applies to everyone, including individuals licensed/permitted to carry concealed firearms.
17. Furnish their own bedding and linens.
18. Not bring pets.
19. The youth hunters accompanying adult must be physically present with the youth at all times. With YHPF approval, it may be possible for one adult to accompany two youth hunters; provided they stay together at all times and only carry one firearm.
20. A youth hunter should never be alone with an adult other than his/her accompanying adult.
21. Only youth are permitted to hunt.
22. Notify your HuntMaster in advance if you have any special needs.
23. No person shall, on the grounds of race, sex, religion, color, national origin, age or disability, be excluded from participation in or be subject to discrimination in any program or activity associated whole or in part with the Youth Hunting Program of Florida.



Other Hunting Organizations  
License Forms

## NON-EXCLUSIVE LICENSE AGREEMENT

This Non-Exclusive License Agreement ("Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between St. Johns County ("County"), a political subdivision of the State of Florida, with administrative offices located at 500 San Sebastian View, St. Augustine, Florida 32084, and \_\_\_\_\_ ("Licensee"), whose mailing address is \_\_\_\_\_.

**WHEREAS**, County is the owner of certain property located at 2880 CR 13 S, Elkton, Florida 32033, known as the McCullough Creek Conservation Area (the "Property"), and more specifically described/depicted on Exhibit A, attached hereto and incorporated herein; and

**WHEREAS**, County has identified the presence of feral hogs and other animals on the Property; and

**WHEREAS**, in an effort to preserve public health, safety and welfare by avoiding the variety of damages and nuisances caused by feral hogs, County and Licensee seek to enter into this Agreement detailing the parties' respective duties and obligations in removing feral hogs from the Property; and

**WHEREAS**, entering into this Agreement best serves a public interest.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and the sum of One Dollar (\$1.00) cash in hand paid by the Licensee to County, receipt of which is hereby acknowledged, and further consideration as herein provided, County and Licensee agree as follows.

1. **Duration and Termination.** This Agreement shall be effective upon the date of its full execution by the County and Licensee, and shall continue for 45 consecutive calendar days thereafter. This Agreement may be terminated by either the County or Licensee upon no less than five (5) calendar days prior written notice.
2. **Grant of License.** County hereby grants, and Licensee hereby accepts, a non-exclusive license to enter onto the Property to participate in hog hunting ("Activity"). With the exception of any limited or restricted days and times provided by the County, Licensee shall participate in the Activity only on Friday, Saturday and Sunday of each week, between sunrise and sunset. Such license is non-transferable, and subject to the terms and conditions contained herein. For the duration of this Agreement, the County expressly reserves the right to limit or otherwise restrict the Activity as deemed necessary in the County's sole discretion. By executing this Agreement, Licensee expressly warrants that the license granted herein shall be exercised in strict compliance with all applicable local, state and federal regulations. Nothing contained in this Agreement shall be construed as authorization to hunt, kill, trap or molest any other wildlife, animal or species located on the Property.
3. **Conditions.** Exercise of the license described herein shall be subject to the following special conditions.
  - a. In conducting the activities described herein, Licensee may use the assistance of a limited number of employees, agents, contractors or otherwise (hereinafter collectively referred to as "Participants"). Upon execution of this Agreement,

Licensee shall provide County the names, addresses and telephone numbers of each Participant. For the duration of this Agreement, Licensee shall have an ongoing obligation to ensure that such information is accurately provided to County. Each Participant shall execute a Waiver and Release prior to entering onto the Property, failure to do so shall result in immediate termination of this Agreement and revocation of the license with no further action required by the County.

- b. To the extent that Licensee and each Participant are required by local, state or federal authority to secure and maintain any permits and/or approvals associated with exercising the license granted in this Agreement, then Licensee and each Participant, at his/her sole cost and expense, shall be responsible for securing and maintain such permits or approvals for the duration of this Agreement.
- c. No structures (i.e.; buildings, fencing, etc.) or other alterations will be placed or constructed on or at the Property without County's prior written approval.
- d. Licensee shall promptly notify County of any unsafe condition, as well as any trespasser, poacher, vandal or other unauthorized person discovered on or at the Property.
- e. Licensee shall obtain written approval by County prior to storing any personal property or equipment on or at the Property. Licensee acknowledges and agrees that County shall bear no liability for any damage to or the loss of any such property or equipment.
- f. Upon expiration of this Agreement, Licensee shall provide to the County's designated representative a report detailing the number of hogs killed and the weight of each hog killed on or at the Property.
- g. In exercising the License, the use of currently registered vehicles shall be restricted to established roadways located on the Property. Upon execution of this Agreement, Licensee shall provide County's representative with a copy of the registration and proof of insurance for each vehicle to be used on or at the Property. Licensee shall have a continuing obligation to update such information with County.
- h. Licensee shall not transport any live hogs from the Property.
- i. Licensee is authorized to use dogs while participating in the Activity on or at the Property, subject to strict compliance with the insurance requirements contained herein.
- j. Upon execution of this Agreement, County and Licensee shall develop a plan for managing all waste caused by butchered feral hogs on the Property. Licensee shall be required to adhere to such plan.
- k. Licensee shall not disturb any native vegetation situated in restoration areas located on the Property.
- l. County's designated representative is Jeremy Cooper, Land Manager, (904) 209-0624 (phone), jcooper@sjcfl.us (email). Licensee shall direct all questions and

communications related to performing under this Agreement to County's designated representative.

4. **Restrictions.** Licensee and Participant shall not participate in the Activity on or at the Property during the following dates and times: April 19, 2019; April 20, 2019; and April 21, 2019. The County shall provide Licensee prior notice of any further restrictions as deemed necessary in the County's sole discretion.
5. **Assumption of Risk.** Licensee, together with Participants, hereby acknowledge and understand that performing under this Agreement involves risks and danger that are inherent to hunting and trapping feral hogs, including but not limited to the presence of other wild animals; the hazards of operating a motor vehicle; carrying and being in possession of firearms and ammunition; hazards of being in areas where hunters are likely to be present; exposure to the elements of nature; acts of God; forces of nature; illness and death. Licensee, together with Participants, hereby accept and assume all risks of personal injury or death or loss or damage to property while performing this Agreement. Licensee, together with Participants, acknowledge that they have read the foregoing, and understand that they are relinquishing any and all rights that they or their heirs, executors, administrators and assigns might otherwise have against County, its officers, employees and agents, and do so voluntarily.
6. **Indemnification.** Licensee shall fully indemnify, defend, and hold County, its officers, employees, and agents harmless from all claims (including tort-based, contractual, injunctive, and/or equitable), losses (including real and personal property and bodily injury), costs (including attorneys' fees), suits, administrative actions, arbitration, or mediation originating from, connected with, or associated with, or growing out of (directly and/or indirectly), performance of this Agreement. This provision relating to Indemnification, is separate and apart from, and is in no way limited by, any insurance provided by Licensee, pursuant to this Agreement or otherwise.
7. **Duty of Care.** Licensee expressly acknowledges and understands that County is under no duty of care to keep the Property safe for entry or use by any person or to give warning to any persons entering the Property of any hazardous conditions, structures, or activities thereon. Licensee further acknowledges and understands that County does not extend any assurance that the Property is safe for any purpose and is not responsible for any injury to persons or property caused by an act or omission or a person who goes onto the Property.
8. **Insurance.** Licensee shall maintain during the life of this Agreement, General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Licensee from claims for damages for bodily injury, including wrongful death, negligence, errors and omissions, as well as claims of property damages which may be caused by or arise from any operations under this AGREEMENT, whether such operations

be by Licensee or by anyone directly employed by, contracting with, or authorized as an agent by Licensee. Licensee shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the LICENSEE from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by Licensee or by anyone directly or indirectly employed, contracting with, or authorized as an Agent by Licensee. Licensee shall maintain during the life of this Agreement, Animal Liability Insurance, if dogs will be used in conjunction with this Agreement, with minimum limits of \$100,000 to protect the Licensee from claims for bodily injury and claims of property damage caused by the dogs. Licensee shall obtain a certificate of insurance naming the County as an additional insured and produce evidence of such insurance prior to execution of this Agreement. Certificate Holder Address: St. Johns County, 500 San Sebastian View, St. Augustine, FL 32084. **Proof of all required insurance shall be provided to the County prior to entering onto the Property to participant in the Activity.**

9. **Hazardous Substances.** Licensee shall not install, use, generate, store, locate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit, or dispose of Hazardous Substances in, upon, under, over or from the Property in violation of any federal, state, or local law, statute, regulation, ordinance, rule, code, or order relating to human health or the environment ("Environmental Regulation"). As used in this Agreement, "Hazardous Substance" means (i) any substance defined as a hazardous substance under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or under Florida law including, but not limited to, regulations promulgated by the Florida Department of Environmental Protection; (ii) petroleum, petroleum products and by products, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas; and (iii) any other substance or material now or in the future deemed to be hazardous, dangerous, toxic, or a pollutant or contaminant under any Environmental Regulation. Licensee shall indemnify, defend and hold harmless County, its officers, agents and employees from and against any claim, damage or expense arising out of the Licensee's breach of this obligation. If the COUNTY has reason to believe that a Hazardous Substance has been discharged or otherwise released on, at or near the Property by Licensee, then County has the right, but not the obligation, to require Licensee, at Licensee's sole cost and expense, to perform an environmental audit by an environmental consultant satisfactory to the COUNTY. Such an investigation shall be commenced within ten (10) days after County's request, and thereafter be diligently pursued to completion. Licensee shall provide the County with a copy of the environmental audit immediately after it is completed.
10. **Notice.** All notices required under this Agreement shall be in writing and shall be served or mailed Certified Mail (Return Receipt Requested) at the addresses set forth above or such address as each party shall designate in writing.
11. **Miscellaneous.**
  - a. Neither party may assign this Agreement or delegate or subcontract the performance of the Agreement without the prior written consent of the other.
  - b. This Agreement shall not be amended or modified in any manner except by written instrument properly executed by each party.
  - c. This Agreement is governed by the laws of the State of Florida and any provisions contained in this Agreement in conflict therewith shall be void and of no effect. Any

suit, action or proceeding arising in connection with this Agreement shall be brought in St. Johns County, Florida.

- d. The parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.
- e. No delay or failure by either party to exercise or enforce any right or provision of this Agreement will be considered a waiver thereof.
- f. If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remainder of this Agreement.
- g. The obligations under this Agreement which by their nature would continue beyond the expiration of the term of this Agreement shall survive termination or expiration of this Agreement.
- h. This Agreement contains the entire understanding between the parties with respect to the subject matter of this Agreement.
- i. The headings of any sections or paragraphs of this Agreement are for convenience or reference only and are not intended to affect the meaning of this Agreement.
- j. This Agreement may be executed in one or more counterparts all of which when taken together shall be considered one and the same agreement. A complete, executed copy of this Agreement shall be enforceable as an original.
- k. Each party covenants to the other party that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, County and Licensee have executed this Agreement on the day and year below noted.

**COUNTY**

**LICENSEE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

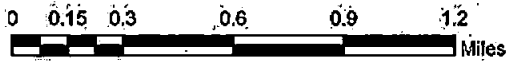
\_\_\_\_\_  
Printed Name




\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Date of Execution

Legally Review by:  
\_\_\_\_\_

# Exhibit A



- Legend**
-  Hunt Area
  -  MCCA Boundary
  -  Forest Roads

**MCCA HUNT  
RELEASE AND WAIVER OF LIABILITY**

THE UNDERSIGNED HUNTER ("Hunter"), who is 18 years of age or older, seeks to participate in hog hunting ("Activity") on property owned by St. Johns County ("County"), a political subdivision of the State of Florida, and acknowledges reading and accepting the following Release and Waiver of Liability, and states as follows:

1. The Hunter acknowledges receiving and understanding all terms and conditions associated with the Activity as provided herein.
2. The Hunter fully understands that the Activity is dangerous and wishes to participate in the Activity knowing it to be dangerous. The Hunter assumes the risks of injury, associated with but not limited to the Activity, outdoors in natural habitat, traversing both natural and man-made terrains, working with dogs, exposure to harmful organisms, interactions with wild animals and changing weather conditions. The Hunter on behalf of himself/herself, family, heirs, guardians, and legal representatives, accepts and assumes all the risks of injury (including death) to himself/herself or their property.
3. In exchange for being permitted to participate in the Activity, for himself/herself, heirs, guardians, and legal representatives, the Hunter releases and forever discharges and covenants not to sue the County, its agents, employees and officers (Releasees), from and against any and all liability for any and all claims, demands, actions, causes of action of whatever kind or nature, costs and expenses of any nature, including attorneys' fees, that he/she may have or that may hereafter accrue to the Hunter, arising out of or related to any harm, loss, damage or injury, including but not limited to suffering, death or property loss that may be sustained by the Hunter, whether caused by his/her action or negligence or the action or negligence of Releasees or third parties in connection with the Activity. The Hunter agrees to indemnify and hold Releasees harmless from and against all claims asserted against any of the Releasees by any entity based upon his/her participation in the Activity.
4. The Hunter understands that while participating in the Activity he/she is not considered to be an employee, agent, or representative of the County and agrees not to hold himself/herself out as such to other persons. He/she also understands that he/she will not be compensated monetarily or otherwise by the County.
5. The Hunter understands that when they use their own vehicle during this Activity, they are responsible for the conduct and safety of all passengers. The Hunter will comply with all laws, safety regulations and registrations associated with hunting and the operation and maintenance of a vehicle. The Hunter further understands that while participating in the Activity, they are responsible for the actions of their dogs.



6. The Hunter hereby consents to emergency medical treatment or procedures in the event that he/she is unable to give actual consent and agrees to remain solely responsible for all related costs and expenses, if any, and further agrees to fully indemnify, defend, and hold harmless the County from payment and/or liability in connection with the costs, expenses or outcomes of such emergency medical treatment or procedures.
  
7. The Hunter acknowledges and agrees that should any provision of this Release and Waiver be found to be unenforceable, all remaining provisions of this Release and Waiver will remain in full force and effect. Further, the Hunter acknowledges and agrees that this Release and Waiver shall be construed pursuant to the laws of the State of Florida and that the venue for any legal proceeding shall be in St. Johns County, Florida.

**THE HUNTER HAS READ THE FOREGOING RELEASE, UNDERSTANDS ITS CONTENTS AND SIGNS IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

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

\_\_\_\_\_  
Name of Hunter (please print clearly)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/ZIP code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date



ADAM H. PUTNAM  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Florida Forest Service



**OPERATION OUTDOOR FREEDOM  
LAND USE AGREEMENT**

Section 375.251, Florida Statutes

In accordance with section 375.251, Florida Statutes, the Florida Department of Agriculture and Consumer Services, Florida Forest Service and \_\_\_\_\_ (Landowner) agree to allow Operation Outdoor Freedom activities on the Landowner's property on \_\_\_\_\_, 201\_\_.

The Florida Department of Agriculture and Consumer Services recognizes that, as stated in section 375.251, Florida Statutes, an owner or lessee who provides the public with an area for outdoor recreational purposes owes no duty of care to keep that area safe for entry or use by others, or to give warning to persons entering or going on that area of any hazardous conditions, structures, or other activities on the area. An owner or lessee who provides the public with an area for outdoor recreational purposes:

1. Is not presumed to extend any assurance that the area is safe for any purpose;
2. Does not incur any duty of care toward a person who goes on the area; or
3. Is not liable or responsible for any injury to persons or property caused by the act or omission of a person who goes on the area.

The parties recognize that the State of Florida is responsible for personal injury, loss, or damage resulting in whole or in part from the state's use of the area under the terms of the agreement subject to the limitations and conditions specified in section 768.28, Florida Statutes, and the Landowner owes no duty of care to keep the area safe for entry or use by others, or to give warning to persons entering or going on the area of any hazardous conditions, structures, or activities thereon.

These conditions apply to all persons going on the area that is the subject of this agreement, including invitees, licensees, and trespassers. This agreement does not relieve any person of liability that would otherwise exist for deliberate, willful, or malicious injury to persons or property. This agreement does not create or increase the liability of any person.

The Landowner will not receive any compensation for use of Landowner's property for purposes of this agreement.

\_\_\_\_\_  
Landowner

\_\_\_\_\_  
Florida Department of Agriculture and  
Consumer Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Florida Department of Agriculture and Consumer Services  
Florida Forest Service



ADAM H. PUTNAM  
COMMISSIONER

**OPERATION OUTDOOR FREEDOM  
PARTICIPANT ACKNOWLEDGEMENT FORM**

Section 375.251, Florida Statutes

I, \_\_\_\_\_ (Participant), will participate on \_\_\_\_\_ (date)  
in an outdoor activity at \_\_\_\_\_ (location).

I as a Participant recognize that, in accordance with section 375.251, Florida Statutes, an owner or lessee who provides the public with an area for outdoor recreational purposes owes no duty of care to keep that area safe for entry or use by others, or to give warning to persons entering or going on that area of any hazardous conditions, structures, or other activities on the area.

An owner or lessee who provides the public with an area for outdoor recreational purposes: Further I as a participant of this event hold harmless and without liability, Owners, Agents, Board of Directors or sponsors, before, during and after this event I fully understand

1. Is not presumed to extend any assurance that the area is safe for any purpose;
2. Does not incur any duty of care toward a person who goes on the area, event; or
3. Is not liable or responsible for any injury to persons or property caused by the act or omission of a person who goes on the area or participates on this event.

An owner or lessee who makes available to any person an area primarily for the purposes of hunting, fishing, or wildlife viewing is entitled to the above limitation on liability so long as the owner or lessee provides written notice of this provision to the person before or at the time of entry upon the area. These conditions apply to all persons going on the area that is the subject of this agreement, including invitees, licensees, and trespassers.

I have reviewed the above statements and am aware of the statutory limitation on liability for landowners, and providers to the public with an area for outdoor recreational use. And also agree that I participate in this outdoor activity at my own risk of injury, loss of life and property and fully accept responsibility of my own safety.

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Date