

# STATE OF LOUISIANA PLAQUEMINES PARISH GOVERNMENT

## HOLD HARMLESS AGREEMENT WITH INDEMNIFICATION

### **NOT A PERMIT**

This HOLD HARMLESS AGREEMENT, with Indemnification provisions is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ (hereinafter, "USER") and Plaquemines Parish Government (hereinafter, "PPG"). USER and PPG are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, USER desires to use property that is reputed to be publically owned or controlled; and

WHEREAS, the Louisiana State Constitution of 1974, Article 1, Section 27 acknowledges the right to hunt, fish, trap, and use public lands for recreational activities; and

WHEREAS, in exchange for allowing USER to use PPG property, the USER desires to hold PPG harmless and defend PPG from any claims and/or litigation arising out of the USER's activities;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, USER and PPG hereby agree as follows:

### TERMS

No Objection. PPG has no objection to USER using reputed public lands for customary recreational activities provided that USER undertakes said activities at his or her own risk, and with the intent to be a good Steward of PPG lands and property. In no way is this agreement to be construed as a waiver of any immunity or other limitation of liability. **IN NO WAY IS THIS AGREEMENT TO BE CONSTRUED AS A PUBLIC LAW PERMIT.**

Conditions. No survey has been undertaken, and the title to reputed public lands has not been researched or verified by formal title opinion; therefore PPG makes no warranty as to any boundary, or other restrictions or servitudes which may or may not exist, on any particular piece of "public" property. Moreover, PPG remains silent as to the rights of third parties not privy to this agreement, and USER agrees that any disputes regarding boundary lines shall be handled by USER via Civil Court Action and that PPG, the Parish Council or any PPG Employee is not tasked with mediating any disputes which may arise while using PPG land and property. USER specifically agrees not to name PPG, or any parish entity, in any Civil Actions which may arise related to use of PPG lands and property. User agrees to defend PPG in any 3<sup>rd</sup> party or concursus actions which may arise related to this agreement. USER understands, accepts, and agrees that he or she is solely responsible for full compliance with all federal, state, and local laws/regulations regarding hunting, fishing, trapping, or other recreational activities; including the acquisition of all applicable licenses or permits for boating/hunting/trapping activities. USER understands his or her obligation to avoid trespassing upon private property and to research prior to using PPG lands is incumbent upon USER. At all times the USER hereby commits to act as a reasonable and prudent steward of PPG property and further agrees to ensure that the lives and property of others is not endangered or damaged by his or her activities.

Duty. It shall be the duty of the USER to keep a fully executed copy of this document (along with Parish Seal) on his or her person at all times while on reputed public property. It shall be the duty of the USER to ensure the full compliance with this agreement by any other person joining him or her on an expedition involving PPG property. User hereby acknowledges that this Hold Harmless/Indemnification form is available on the PPG website and that any person joining USER for recreational activities should access and review this document prior to entering PPG land and property. Guests of the USER shall remain with the user during any excursion and are not to leave the presence of the USER during any excursions on reputed parish property. The requirement to accompany guests/clients shall apply to commercial concerns using reputed Parish property. Any maps made available to the USER to help ascertain what property PPG may own are not legally binding instruments and USER agrees to research any areas he or she intends to use prior to entry. USER agrees to do an independent assessment of ownership of those lands he or she intends to enter and use. USER also agrees NOT to build any permanent structures on any reputed parish property.

Hold Harmless. USER shall defend, indemnify, and hold PPG harmless from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), whether brought by USER or any individual/entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to

any acts, omissions, negligence, or misconduct of USER, its invitees, guests, personnel, employees, agents, contractors, or volunteers in connection with or arising out of USER's activities. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to PPG for all legal expenses and costs incurred by it as related to this agreement.

Processing Fee. USER agrees to pay PPG a One Hundred dollar (\$100.00) fee for residents, and a Five Hundred dollar (\$500.00) processing fee for non-residents, to defray the costs associated with processing this agreement. Any commercial guide/tour entity, shall pay a Five Hundred Dollar (\$500.00) processing fee in addition to obtaining all proper occupational licenses and permits as needed for a similarly situated entity within this parish.

Term. This agreement shall expire one year after the effective date of this agreement, which occurs when signed by PPG and USER.

Criminal Matters: USER agrees that any disputes with individuals who may be in violation of State or Federal Laws, or any Parish Ordinances, which may occur on PPG Property/Lands, shall be reported to the proper State or Federal Agency. Contact numbers for several agencies which handle these issues are listed below. USER agrees that any disputes or issues which arise shall NOT be reported to PPG or any other parish entity. This shall include any individuals that are hunting within 25 feet of any pump station, flood wall, lock or other non-earthen flood control structure.

Authority to Enter Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement, enforce the contents, and bind each respective Party.

Amendment/Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

Waiver. No waiver of any particular default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, PPG is entitled to recover reasonable attorneys' fees, costs and other relief to which PPG may be entitled for having to defend any Court actions.

Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters. This document may be signed and/or transmitted electronically, and an electronic or photo copy of this agreement shall be binding upon the parties.

Unilateral Cancellation Clause: USER understands and agrees that this agreement is fully revocable and that PPG may revoke this agreement at any time and for any reason, including but not limited to, trespass upon private property, violation of State and/or Federal Law, violation of Parish Ordinances, or for USER (or USER guest) failure to be good Stewards of PPG land and property.

**USER ACKNOWLEDGES THAT HE OR SHE HAS READ THIS ENTIRE AGREEMENT, AND FULLY UNDERSTANDS THE CONTENTS, AND HIS OR HER RESPONSIBILITIES AS LISTED HEREIN. \_\_\_\_\_ USER Initials**

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

USER:  
Signed by: \_\_\_\_\_

PLAQUEMINES PARISH GOVERNMENT:  
Signed by: \_\_\_\_\_

PRINTED NAME (USER) \_\_\_\_\_

PPG designated representative Name or Stamp:

Mailing address: \_\_\_\_\_

Email Address:

Plaquemines Parish Sheriff Office: 504-564-2525 (24 hours)  
Plaquemines Parish District Attorney: 504-934-6630  
Louisiana Wildlife and Fisheries: Enforcement Division: Region 8: 504-284-2023  
U.S. Federal Wildlife Agents: Wildlife Crime Hotline: 1-844-FWS-TIPS (1-844-397-8477)