

WAIVER, CONSENT AND RELEASE FORM  
FOR EQUIPMENT AND HABITAT ASSISTANCE  
(FOR MUNICIPALITIES)

This Agreement was executed on \_\_\_\_\_ (date), by Jim Gray, Mayor, on behalf of the Lexington-Fayette Urban Count Government, hereinafter, the "Owner", and the Kentucky Department of Fish and Wildlife Resources, (KDFWR).

The Owner has entered into a previous agreement with KDFWR for the purpose of maintaining recreational fishing at Jacobson Park Lake (the "Property"). Now in an effort to determine the usage of the Property to allow more efficient resource management, the Parties agree as follows:

1. The Owner authorizes the KDFWR to enter the Property to install photographic equipment on the Property.
2. The Owner understands that the purpose of this equipment is to survey the number of persons using the Property to fish in lakes participating in the Fishing in Neighborhoods (FINs) program.
3. The Owner understands that the KDFWR will be placing a photographic recording device in a metal security box that will then be attached to a tree or pole on the Property by a KDFWR employee.
4. The Owner has been provided information by Kentucky Department of Fish and Wildlife Resources (KDFWR) on the setup, and use of the photographic recording equipment that will be placed on the Property beginning September 1, 2018 and ending August 31, 2019.
5. The Owner understands and consents that this equipment and any images or data recorded by the device shall remain the sole property of the KDFWR. The images taken by the photographic equipment will be used solely to estimate the amount of use each lake receives so that KDFWR may refine its stocking numbers and strategies, and no images will be distributed to any third party, except as required by law or judicial order. The KDFWR shall provide the Owner with any and all data and reports collected or produced concerning the amount of fishing occurring on the property upon request.

6. This Agreement constitutes the entire understanding between the Parties hereto, superseding all prior written or oral understandings, and may not be modified, amended or terminated except by a written agreement signed by each of the Parties hereto.
7. All questions as to the execution, validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the Parties agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky. Notwithstanding any other provision of this Agreement, any and all liability claims against KDFWR shall be brought in accordance with KRS Chapter 49.
8. No part of this agreement shall constitute, either directly or indirectly, a waiver of sovereign immunity granted under the Kentucky Constitution, Sections 230 and 231, and the United States Constitution, Eleventh Amendment.
9. This Agreement may be terminated by either party at any time for cause or without cause on 30 days written notice.
10. KDFWR shall remove all photographic equipment it has installed on the Property within three (3) months of the termination or expiration of this Agreement.
11. If a provision of this Agreement or the application thereof to any person or circumstance shall be declared to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.
12. The parties certify, by the signatures of duly authorized representatives hereinafter affixed, that they are legally entitled to enter into this Agreement, and that they will not be violating, either directly or indirectly, any conflict of interest statute of the Commonwealth of Kentucky by performance of this Agreement. Further, the parties covenant that they presently have no conflict of interest, in any manner or degree, with the performance of duties pursuant to this Agreement.

13. This agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

HAVING SEEN AND AGREED

OWNER:

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Jim Gray, Mayor

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Date

KDFWR:



KDFWR Fisheries Director



Printed Name



Date