

## **Request Guidelines for Viewing Property**

- 1. Sign and date a copy of the Release, Wavier and Indemnity Agreement ("Agreement") on the second page.**
- 2. Email a copy to *aholmes@southernco.com* (preferred) or mail\* to:**

**Alabama Power Company  
Attn: Hunting License Program  
600 North 18<sup>th</sup> Street  
12N-0989  
Birmingham, AL 35291**

**\* sending this signed Agreement by US Mail will likely delay, if not preclude due to time constraints, permission being granted to inspect a tract(s)**

- 3. This Agreement does not give permission to hunt the tract(s) and specifically precludes hunting any available tracts.**
- 4. Each person must sign his/her own form. Each person may include multiple tracts to inspect in one form.**
- 5. Once the signed copy is received by an Alabama Power Representative, you will be contacted to provide permission or discuss visiting the property.**
- 6. Access will then be granted under the terms indicated in the letter/email sent to you from Alabama Power Company.**
- 7. You must possess the permission letter/email from the Company and the signed release agreement to enter the property.**

**RELEASE, WAIVER AND INDEMNITY AGREEMENT  
("AGREEMENT")**

**Release, Waiver and Indemnity:** I hereby acknowledge that Alabama Power Company and/or its affiliate, Alabama Property Company, and/or its parent, The Southern Company, and/or any other direct or indirect subsidiary of The Southern Company (together, the "Company") has given me temporary permission to be present on certain of its real property included in the Company's hunting program for recreational or other purposes (the "Property"). I execute this Agreement in consideration of this permission and in recognition of the fact that the Company would not extend this permission to me unless I agree as set forth herein. **I understand that permission may be revoked at any time and said permission will automatically terminate ten (10) days after signing this Agreement or as otherwise provided in writing by Alabama Power's hunting representative.** I agree that my children or other guests (collectively "my guests") and I will comply with all directives of the Company and all applicable statutes, ordinances, regulations and other laws while on the Property. I agree that my guests and I will not damage or otherwise disturb the Property and will be responsible for any such damage. **This Agreement does not grant permission to hunt the Property or otherwise use the Property in any manner other than to visually inspect the Property to assist me in determining whether and how much to bid for a hunting license on the property.** Further, I will ensure that any guest of mine executes a separate Agreement in this form for the benefit of the Company. I acknowledge that there are inherent dangers and risks associated with being on the Property, both man-made and naturally occurring, and that My guests and I may be exposed to such dangers and risks. I further acknowledge that various activities that may be engaged in on the Property by me or others also create dangers and risks, including without limitation, the use of guns and bows and arrows. In voluntarily choosing to enter the Property with or without my guests, I fully and freely waive notice of, acknowledge and assume all such dangers and risks, whether known or unknown, which may result in my or my guest's property damage, personal injury and/or death. Further, I will give all my guests notice of such dangers and risks. I agree that neither the Company nor any of its employees, agents or other representatives (the "Released Parties") have any duty to make any part of the Property safe. In addition, on behalf of my children and myself, I voluntarily waive, release and discharge the Released Parties from and against any and all actions, claims, demands, expenses, liabilities, damages and losses of every kind for property damage, personal injury and death which arise in whole or in part as a result of my or any of their presence on the Property regardless of the cause, and whether or not caused in whole or in part by: (a) the condition of the Property; or (b) the actual or alleged negligence or other fault of any of the Released Parties or any of their invitees or licensees. Further, I will indemnify and hold harmless the Released Parties from and against any and all actions, claims, demands, expenses, liabilities, damages and losses of every kind for property damage, personal injury and death which arise in whole or in part as a result of my or any of my guests' presence on the Property regardless of the cause, and whether or not caused in whole or in part by: (a) the condition of the Property; or (b) the actual or alleged negligence or other fault of any of the Released Parties or any of their invitees or licensees.

**Miscellaneous:** I agree that in the event any part of this Agreement shall be held to be invalid or unenforceable to any extent, the same shall not affect the validity or enforceability of the remaining provisions. I agree that this Agreement will be binding on my, my personal representatives, my children and any guarding ad litem for my child and any other guest of mine.

I acknowledge that I have read the above and foregoing Agreement and fully understand its contents and binding effect and I am signing this Agreement knowingly, voluntarily and of my own free will.

EXECUTED this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.      Tract ID(s): \_\_\_\_\_  
My Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_      Phone: \_\_\_\_\_

Print Name: \_\_\_\_\_      Email: \_\_\_\_\_