

## **Request Guidelines for Viewing Property**

- 1. Sign and date two copies of the release agreement on the second page.**
- 2. Fax one copy to the attention of 'APC Hunting License Program' at 205-257-1974 or mail to:**

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

- 3. Once signed copy is received by an Alabama Power representative, you will be contacted to discuss visiting the property.**
- 4. Access will then be granted under the terms indicated in the letter sent to you from Alabama Power Company.**
- 5. You must possess the letter 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 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 will automatically terminate as of the date set forth in any writing giving me such permission or as otherwise communicated to me by the Company. I agree that I and my children or other guests (collectively "my guests") will comply with all directives of the Company and all applicable statutes, ordinances, regulations and other laws while on the Property. **This Agreement does not grant permission to me or any guest of mine and I agree that neither I nor any guest will enter upon the Property without such permission.** 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 I and my guests will 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 none of the Company, or 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 guardian 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): \_\_\_\_\_

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

Address: \_\_\_\_\_

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

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

Email: \_\_\_\_\_