

GREAT PLAINS NO-TILL DRILL USE AGREEMENT

I/we hereinafter referred to as User, agree to use the Great Plains No-Till Drill from the CENTRAL INDIANA CHAPTER PHEASANTS FOREVER, hereinafter referred to as Owner, pursuant to the provisions contained herein.

USER acknowledges that he is familiar with the operation of the equipment used and that he knows how to operate said equipment and will operate it in the manner in which a reasonable prudent person would operate the equipment. ***USER is specifically aware the drill can be damaged due to turning or backing while said drill is engaged in the ground and will be responsible for any damage to bearings, press wheels, gear boxes, etc. caused by such action.***(_____). **Initials**

USER agrees to exonerate, protect, indemnify and save harmless the CENTRAL INDIANA CHAPTER PHEASANTS FOREVER, ITS OFFICERS AND DIRECTORS from and against any and all losses, damages, claims or suits which may arise or grow out of any injury to crops or property whether owned by USER or to any other person whomsoever, or damage to property, or from damage arising out of any injury to the USER or to any other person whomsoever, in any manner connected with the use and possession of said equipment and fixtures furnished by CENTRAL INDIANA CHAPTER PHEASANTS FOREVER to the USER (_____).
Initials

CENTRAL INDIANA CHAPTER PHEASANTS FOREVER does not guarantee the performance of said equipment in any manner and assumes no liability for any damages which might occur because of the misuse or malfunction of said equipment.

USER acknowledges that he/she has received the equipment in good workable condition and agrees to return said equipment in as good condition as it was received; ordinary wear and tear expected, and further agrees to comply with all laws, ordinances, rules or regulations of constituted public authorities applicable thereto (_____). **Initials**

USER shall be liable to CENTRAL INDIANA CHAPTER PHEASANTS FOREVER for the repair of any damages beyond ordinary wear and tear as herein described (_____). **Initials**

USER will not permit another to use the equipment without permission from the CENTRAL INDIANA CHAPTER PHEASANTS FOREVER (_____). **Initials**

USER shall be solely responsible for proper and safe connection of the drill to the pulling vehicle and will be responsible for any and all liability resulting from USER'S possession of equipment (_____). **Initials**

