

**Iowa Snowdrifters  
Snowmobile Trail Landowner Agreement**



This lease is granted, without charge, the \_\_\_\_\_ day of \_\_\_\_ by:

\_\_\_\_\_, landowner (Lessor) to the Iowa Snowdrifters (Lessee) for the purpose of establishing a state snowmobile trail on the Lessor's land.

The land owners named above does hereby grant this lease over and upon the following

described premises situated in the county of \_\_\_\_\_, State of Iowa to wit (property description):

Subject to:

1. This lease shall terminate upon the sale of the land, or upon six months' notice in writing to the lessee, or upon six months' notice in writing to the lessor that the property will no longer have a state snowmobile trail maintained on the property.
2. The right of way snowmobile trail shall be appropriately marked by the lessee and shall be open to the general public for snowmobile use without charge.
3. The lessee shall at all times have the right to enter upon said right of way as necessary to properly maintain the snowmobile trails.
4. As a registered landowner, the lessor's property is protected by a number of liability protections. In Iowa, landowners are covered by several statutes that provide liability protection when offering the use of their land for recreational purposes without compensation. The lessor shall be released and relieved of any and all liability resulting from the use of said snowmobile trail as provided by Section 321G.22 and Chapter 461C, Code of Iowa. These liability sections have been tested over the years, and were reaffirmed by the 2013 Iowa Legislature in House File 649 which was signed into law by the Governor on June 17, 2013, and was effective July 1, 2013.
5. Lessor's property is also protected by trail insurance liability protection secured by the Iowa State Snowmobile Association and the Iowa DNR which lists the lessor as an additional insured in the amount of one million dollars coverage. Insurance provided with this lease shall be considered primary and any insurance held by the lessor shall be secondary as related to this lease.

Date: \_\_\_\_\_

Lessor: \_\_\_\_\_

Date: \_\_\_\_\_

Lessor: \_\_\_\_\_

Date: \_\_\_\_\_

Lessee: \_\_\_\_\_

Iowa Snowdrifters Snowmobile Club

### **321G.22 Limitation of liability by public bodies and adjoining owners.**

The state, its political subdivisions, and the owners or tenants of property adjoining public lands or the right-of-way of a public highway and their agents and employees owe no duty of care to keep the public lands, ditches, or land contiguous to a highway or roadway under the control of the state or a political subdivision safe for entry or use by persons operating a snowmobile, or to give any warning of a dangerous condition, use, structure, or activity on the premises to persons entering for such purposes, except in the case of willful or malicious failure to guard or warn against a dangerous condition, use, structure, or activity. The state, its political subdivisions, and the owners or tenants of property adjoining public lands or the right-of-way of a public highway and their agents and employees are not liable for actions taken to allow or facilitate the use of public lands, ditches, or land contiguous to a highway or roadway except in the case of a willful or malicious failure to guard or warn against a dangerous condition, use, structure, or activity.

This section does not create a duty of care or ground of liability on behalf of the state, its political subdivisions, or the owners or tenants of property adjoining public lands or the right-of-way of a public highway and their agents and employees for injury to persons or property in the operation of snowmobiles in a ditch or on land contiguous to a highway or roadway under the control of the state or a political subdivision. The state, its political subdivisions, and the owners or tenants of property adjoining public lands or the right-of-way of a public highway and their agents and employees are not liable for the operation of a snowmobile in violation of this chapter.

### **461C.1 Purpose.**

The purpose of this chapter is to encourage private holders of land to make land and water areas available to the public for a recreational purpose and for urban deer control by limiting a holder's liability toward persons entering onto the holder's property for such purposes. The provisions of this chapter shall be construed liberally and broadly in favor of private holders of land to accomplish the purposes of this chapter.

### **461C.2 Definitions.**

As used in this chapter, unless the context otherwise requires:

1. "Charge" means any consideration, the admission price or fee asked in return for invitation or permission to enter or go upon the land.
2. "Holder" means the possessor of a fee interest, a tenant, lessee, occupant or person in control of the premises; provided, however, holder shall not mean the state of Iowa, its political subdivisions, or any public body or any agencies, departments, boards, or commissions thereof.
3. "Land" means private land that is one or any combination of the following: abandoned or inactive surface mines; caves; land used for agricultural purposes; marshlands; timber; grasslands; or the privately owned roads, paths, trails, waters, water courses, exteriors and interiors of buildings, structures, machinery, or equipment appurtenant thereto. "Land" includes land that is not open to the general public. "Land" also includes private land located in a municipality in connection with and while being used for urban deer control.
4. "Municipality" means any city or county in the state.
5. "Recreational purpose" means the following or any combination thereof: Hunting, trapping, horseback riding, fishing, swimming, boating, camping, picnicking, hiking, pleasure driving, motorcycling, all-terrain vehicle riding, nature study, water skiing, snowmobiling, other summer and winter sports, educational activities, and viewing or enjoying historical, archaeological, scenic, or scientific sites while going to and from or actually engaged therein. "Recreational purpose" includes the activity of accompanying another person who is engaging in such activities. "Recreational purpose" is not limited to active engagement in such activities, but includes entry onto, use of, passage over, and presence on any part of the land in connection with or during the course of such activity.
6. "Urban deer control" means deer hunting with a bow and arrow on private land in a municipality, without charge, as authorized by a municipal ordinance, for the purpose of reducing or stabilizing an urban deer population in the municipality. "Urban deer control" is not limited to

active engagement in the activity of urban deer control but includes entry onto, use of, passage over, and presence on any part of the land in connection or during the course of such activity.

#### **461C.3 Liability of holder limited.**

1. Except as specifically recognized by or provided in section 461C.6 , a holder of land does not owe a duty of care to keep the premises safe for entry or use by others for a recreational purpose or urban deer control, or to give any warning of a dangerous condition, use, structure, or activity on such premises to persons entering for such purposes.

2. Except as specifically recognized by or provided in section 461C.6, a holder of land does not owe a duty of care to others solely because the holder is guiding, directing, supervising, or participating in any recreational purpose or urban deer control undertaken by others on the holder's land.

#### **461C.4 Users not invitees or licensees.**

Except as specifically recognized by or provided in section 461C.6 , a holder of land who either directly or indirectly invites or permits without charge any person to use such property for a recreational purpose or urban deer control does not thereby:

1. Extend any assurance that the premises are safe for any purpose.

2. Confer upon such person the legal status of an invitee or licensee to whom the duty of care is owed.

2A. Assume a duty of care to such person solely because the holder is guiding, directing, supervising, or participating in any recreational purpose or urban deer control undertaken by the person on the holder's land.

3. Assume responsibility for or incur liability for any injury to person or property caused by an act or omission of such persons.

#### **461C.5 Duties and liabilities of holder of leased land.**

Unless otherwise agreed in writing, the provisions of sections 461C.3 and 461C.4 shall be deemed applicable to the duties and liability of a holder of land leased, or any interest or right therein transferred to, or the subject of any agreement with, the United States or any agency thereof, or the state or any agency or subdivision thereof, for a recreational purpose or urban deer control.

#### **461C.6 When liability lies against holder.**

Nothing in this chapter limits in any way any liability which otherwise exists:

1. For willful or malicious failure to guard or warn against a dangerous condition, use, structure, or activity.

2. For injury suffered in any case where the holder of land charges the person or persons who enter or go on the land for the recreational use thereof or for deer hunting, except that in the case of land or any interest or right therein, leased or transferred to, or the subject of any agreement with, the United States or any agency thereof or the state or any agency thereof or subdivision thereof, any consideration received by the holder for such lease, interest, right, or agreement shall not be deemed a charge within the meaning of this section .

#### **461C.7 Construction of law.**

Nothing in this chapter shall be construed to:

1. Create a duty of care or ground of liability for injury to persons or property.

2. Relieve any person using the land of another for a recreational purpose or urban deer control from any obligation which the person may have in the absence of this chapter to exercise care in the use of such land and in the person's activities thereon, or from the legal consequences of failure to employ such care.

3. Amend, repeal or modify the common law doctrine of attractive nuisance.