

This agreement is between Caney Creek Outfitter's LLC and the client hereinafter referred to as the "hunter." This agreement shall be effective when Jerry C. Meacham has received the hunter's deposit and both parties sign this agreement. The parties agree as follows:

Hunter \_\_\_\_\_ Date of  
Birth \_\_\_\_\_ Address \_\_\_\_\_  
License \_\_\_\_\_ Driver's Ht \_\_\_\_\_ Wt \_\_\_\_\_

2. DESCRIPTION OF HUNT \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. COST OF HUNT

- Hunt Cost \$ \_\_\_\_\_
- Meal Service \$ \_\_\_\_\_
- Total Due \$ \_\_\_\_\_
- Deposit Received \$ \_\_\_\_\_
- Balance Due \$ \_\_\_\_\_

4. PAYMENT TERMS

50% deposit for a reservation at the time of booking. Your trip is confirmed when deposit is received and agreement is signed by both parties. Deposit is payable by personal check, money order, or certified check. The balance of all fees owed is due 60 days before the hunt. There will be no refunds of deposits; however, if a hunt is cancelled 60 days prior to the hunt, the deposit can be used toward a future hunt.

5. HUNTER SHALL PROVIDE:

Hunter shall provide personal items, transportation to and from hunt camp, rifle and ammunition or bow and arrows, ice chests, rods, reels, lures, hunting licenses, taxidermist's fees, meat processing, and alcoholic beverages unless specifically agreed to in writing by Jerry C. Meacham.

6. OUTFITTER SHALL PROVIDE:

These services with the **guided hunt package**: guide service, accommodations, meals, well placed deer stands of varying types, field dressing and transport of game from the field to camp or to the local processor, and transportation of the hunter to and from the hunting location up to twice daily.

These services with the **unguided hunt package**: the hunter will be oriented to the hunt area and given information on game movements and stand locations. Outfitter will provide accommodations near the area to be hunted.

7. HUNTER AGREES TO:

- a. Accept and abide by the provision of the contract and pay all fees when due.
- b. Hunt or fish in a manner consistent with Kansas fish and game laws and regulations and abide by camp and hunt rules as dictated by Jerry C. Meacham. Hunter understands they are personally responsible for any violations they commit.
- c. Be responsible for costs associated with processing, shipping, storing, and transporting of meat or fish from the hunt headquarters. Jerry C. Meacham shall not be liable for shippers', meat processors or taxidermist negligence, non-performance, abuse, damage, spoilage, theft or loss.
- d. Assumes the risk of hunting or fishing based on disclosed or undisclosed conditions.
- e. No guarantees or warranties, either expressed or implied, as to fitness of purpose of the property and that the success of the hunting is strictly the risk and responsibility of the hunter.
- f. In the event the hunter defaults in the performance of any of his obligations, to include health and safety rules, violations of laws, regulations, or rules set forth by Jerry C. Meacham, hunters right to participate further in the trip may be forthwith terminated at the sole option of Jerry C. Meacham. Under such circumstances the hunter shall not be entitled to any portion of a fee.
- g. Refrain from consuming any alcoholic beverages during the hunting day or otherwise until all firearms are unloaded and stored.
- h. Read, sign, understand and accept the release of liability and hold harmless agreement.
- i. In the event that after the hunt starts, the hunter should desire to terminate the hunt early, no refunds of any fees will be made.
- j. Guides and other employees and agents have no authority to modify or change this agreement, which can only be modified or changed by Jerry C. Meacham.

8. OUTFITTER AGREES TO:

- a. In the event the Outfitter materially defaults in the performance of his obligations due to circumstances other than weather, an act of God or government action beyond his control, the hunter shall be entitled only to a return of the pro rata portion of the balance due, as shown in paragraph (3.) of this contract, for the percentage of the trip not completed.
- b. In the event that the Outfitter is unable to perform all or any portion of his obligations hereunder, for reasons beyond the Outfitter's control due to weather, an act of God or governmental action,

