REPUBLICAN VALLEY OUTFITTERS CLIENT HUNTING CONTRACT AND LIABILITY RELEASE

843 15th Rd Clay Center, KS 67432 · Phone: 785-632-7869 · Email: RVO.Kansas@gmail.com

Booking Confirmation/Deposit: To discuss the potential booking of a hunt, starting and ending dates, and all associated details, <u>a phone conversation with Mike Smith at Republican Valley Outfitters is required</u> prior to sending a deposit. To confirm booking, a \$1,000 deposit per deer hunt and/or a \$150 deposit per turkey hunt is required. Hunting dates are booked on a "first come first served" basis by return of this signed document and appropriate deposit amount. A separate client hunting contract and liability release is required for each hunter in your party.

Hunting Cost/Drawing: Any remaining hunt cost balance is due prior to hunting / venturing afield during the season. If unsuccessful in the drawing for deer hunting, your deposit can either be returned by request or used to secure a booking the following season. License applications withdrawn by the client will not count as a failure to draw, therefore, a deposit refund will not be granted. Deposits will be returned within 60 days of notification by the Kansas Department of Wildlife and Parks that you were unsuccessful in obtaining a license.

Payment Method: Personal checks, cash, and bank money orders will be accepted for all payments. At this time, credit cards cannot be accepted.

License Information: Each hunter is responsible for obtaining their own deer and/or turkey license(s). All licenses held by the hunter must be known to Republican Valley Outfitters. Licenses are not transferable to another person according to Kansas law. License fees are not included in the price of the hunt. Hunter agrees to abide by all Kansas laws.

Weather/Lost Hunting Opportunity: The weather can and will have a profound effect on your hunting experience, sometimes in a positive manner, sometimes in a negative manner. Please be advised the Republican Valley Outfitters has no control over the weather. No extra hunting days or refunds will be given due to lost hunting opportunity, area closures or season closures. Any additional expenses incurred as a result of the weather is not the responsibility of Republican Valley Outfitters.

Behavior: Hunter agrees to refrain from consuming alcoholic beverages in the field and within eight (8) hours of commencing the hunt. Absolutely no illegal drugs or excessive use of alcohol will be tolerated at any time. Should any hunter's action become an unreasonable risk or unruly to individuals, the hunter may be immediately dismissed from the premises, and no money will be refunded.

Firearm / Archery Safety: All firearms are to be kept unloaded until you reach the hunting area. Muzzle control is always demanded. Never point your firearm at anything you do not intend to shoot. Each hunter is expected to be proficient in the use of his/her weapon. While hunting from elevated stands, hunters must always wear a proper safety harness. Photography/Video: I hereby grant Republican Valley Outfitters the irrevocable right and permission to use photographs and/or video recordings of me on www.RepublicanValleyOutfitters.com and other websites and in publications, promotional flyers, educational materials, derivative works, or for any other similar purpose without compensation to me. I understand and agree that such photographs and/or video recordings of me may be placed on the Internet. I also understand and agree that I may be identified by name and/or title in printed, Internet or broadcast information that might accompany the photographs and/or video recordings of me. I waive the right to approve the final product. I agree that all such portraits, pictures, photographs, video and audio recordings, and any reproductions thereof, and all plates, negatives, recording tape and digital files are and shall remain the property of Republican Valley Outfitters. I hereby release, acquit and forever discharge Republican Valley Outfitters, their current and former directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of actions, liabilities, suits, expenses (including reasonable attorney fees) which are related to, arise out of, or are in any way connected with my participation in this activity with the use or distribution of said photographs and/or video recordings, including but not limited to any claims for invasion of privacy, appropriation of likeness or defamation.

Waiver and Release: In consideration for my being permitted to participate in the activities of Republican Valley Outfitters, I agree to the following waiver and release terms. I acknowledge hunting, hiking, driving and being in the outdoors has inherent risks, hazards, and dangers for anyone, which cannot be eliminated, particularly in an outdoor environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATIONS: 1. The risk of handling firearms and being near others that have firearms in their position; 2. The risk of injury from ammunition

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and shots from other guns; 3. Walking in rugged country, including encounters with wildlife, animals, and insects; 4. Inclement weather conditions; 5. The risk of injury from all-terrain vehicle (ATV/UTV), airplanes, or any other mode of transportation used off or on of paved roads or runways; 6. The risks of tree stands, blinds and other elevated platforms; I understand the risks, hazards, and dangers of hunting, hiking, driving and being in the outdoors and have had the opportunity to discuss them with Republican Valley Outfitters staff. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. I understand and agree that any emergency evacuation arising from personal health reasons, family emergencies, or weather that are conducted by anyone other than Republican Valley Outfitters will be at my expense. My participation in this activity is purely voluntary. No one is forcing me to participate, and I elect to participate despite the risks. I AM VOLUNTARILY USING THE SERVICES OF REPUBLICAN VALLEY OUTFITTERS WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH. Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Republican Valley Outfitters, their current and former directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of actions, liabilities, suits, expenses (including reasonable attorney fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to NEGLIGENCE of any kind or nature, weather foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, weather such damage, loss, injury, paralysis, or death results from negligence of Republican Valley Outfitters and its employees, or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue Republican Valley Outfitters, their directors, officers, agents, employees, and volunteers as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of Republican Valley Outfitters, their directors, officers, agents, employees, and volunteers.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS HUNTING CONTRACT AND LIABILITY RELEASE AGREEMENT.

Signature:	Date:
Print Name:	
Address:	
	nail:
	RIFLE MUZZLELOADER Dates:
Other Hunters / Individuals in Party:	
	Balance Due:

Please fully complete this form and return it, along with a deposit, to Republican Valley Outfitters at: 843 15th Rd, Clay Center, KS 67432 <or> scanned and emailed to RVO.Kansas@gmail.com