

**Rush Creek Guide Service LLC,
Contract & Agreement to Provide Services.**

Definitions Terms and Conditions:

(AMMENDED March 18th 2008)

- Client/Hunter/Group is: YOU, The person signing this agreement/contract.
- Rush Creek Guide Service LLC is: company, outfitter, guide, employee, contractor and executor of this agreement/contract.
- Activity: Hunting or any activity undertaken while being guided by Rush Creek Guide Service LLC or its employees and contractors.

Rush Creek Guide Service LLC, appreciates your business but requires that that you the client (group) understands that you are entering into a contract and agreement with Rush Creek Guide Service LLC and by signing this contract and agreement, for valuable consideration that you are legally obliged to abide by, but not limited to the conditions and requirements set forth.

Clients must meet the following requirements and rules to hunt with Rush Creek Guide Service LLC:

- 1) Hunter must be 21 years old. (*Minors may hunt with a legal adult parent, guardian or guide at our discretion.)
- 2) Hunter must be in possession of a legal state/federal hunting license prior to hunting.
- 3) Hunter must have signed and agreed to the Rush Creek Guide Service LLC, ACKNOWLEDGEMENT OF RISKS ASSUMPTION OF RISK AND RESPONSIBILITY & RELEASE OF LIABILITY form and Fair Chase & Rules of Ethical Hunting Agreement supplement.
- 4) **Hunter must have paid a non-refundable deposit of 50%, 45 days prior to the first day of the hunt that the hunter has reserved. Any balance owed must be paid upon arrival prior to hunting.**
- 5) Rush Creek Guide Service LLC reserves the right to cancel a hunt for any reason at any time prior to the hunt in which case your deposit will be refunded.
- 6) **Except under Rule 5 refunds will not be given under any circumstances.**
- 7) Hunters must abide by company's written or verbal policies/instructions at all times. Failure to do so will forfeit your hunt and fee and the company has sole discretion in this matter.
- 8) There is no guarantee that you will see or kill any game. We are a 'Fair Chase', 'No High Fence' operation.
- 9) A wounded or lost animal is considered as "Taken" animal and your hunt is complete. If you wish to hunt any further game you will be charged accordingly.
- 10) The guide's discretion is final with regard to which animal you may or may not take. No exceptions.
- 11) No alcohol or open container allowed in the field unless any firearm is unloaded, cased and placed in a vehicle while in the field.
- 12) No alcohol or open container allowed within 500 yards of a loaded firearm.

13) You are financially responsible for any damage to private property(Including FIRE damage), animals or the release or escape of any farm/domestic animal as a result of failing to close and secure any gates or movable fencing, or any other action.

14) Harnesses and/or safety devices that prevent falls must be worn and secured at all times when using a tree stand.

15) Hunters may not track wounded game after dark without the express permission of management and must be accompanied by a guide at all times. The client will not be permitted to carry a loaded firearm during this process. The guide will be armed and dispatch the animal if found.

16) Hunters must exercise extreme caution when approaching a wounded or shot animal. If you are with a guide he will approach the animal first at all times and will have absolute discretion as to the method and who is to dispatch a wounded animal.

17) Bow hunters must wait at least 15 minutes before moving from their stand or shooting position to retrieve their game. Bow hunters may not have in their possession more than 3 bladed arrows while hunting in the field at any time.

18) No loaded firearms are allowed in any vehicle at any time anywhere. (Legal CCW Holder may carry their loaded handgun (NOT loaded hunting rifle.) provided it is concealed at all times including when on our hunting leases/property.

19) Hunters may not ride in the back or bed of a pick-up truck under any circumstances.

20) Hunters may not operate any company machinery, equipment, vehicles or lift/move any company equipment without the express permission of a company MANAGER. **21)** All clients must show proficiency with their Rifle, Handgun, Muzzleloader or Bow for the purpose of insuring their instrument is reasonably accurate as outlined in the attached, Proficiency and marksmanship form.

21) Use of any other ammunition that is not an 'Expanding Round' or is not appropriate for the game in question is prohibited. NO Full Metal Jacketed rounds allowed. No Super-Heavy Bear or African Game rounds may be used. Management reserves the right to prohibit any ammunition or firearm that it sees fit.

22) You the client are strictly prohibited from soliciting existing business/hunting/ leases or any activity that may compete or interfere with Rush Creek Guide Service LLC, for any reason whatsoever. You the client agree not solicit or sign any hunting leases or agreements for a period of 5 years from the time that any prior hunting lease or agreement is terminated by either Rush Creek Guide Service LLC or the land/lease owner.

23) You the client are strictly prohibited from accepting any offers or solicitations for business from any persons or company doing business with **Rush Creek Guide Service LLC** for any reason at anytime, including but not limited to Hunting, Hunting leases or business that may compete or interfere with the operations and financial well being of Rush Creek Guide Service LLC. Rush Creek Guide Service LLC will aggressively pursue any legal remedies including court costs and damages to protect its business.

24) The awards of any arbitration are limited **only** to the same amount and not more than the amount for the services purchased/contracted by the client with Rush Creek Guide Service LLC. The arbitrator will be governed by this limit.

25) Any photographs, video, digital media, rendered likeness or artwork that depicts you the client may be used for the purposes of advertising marketing or use on the company website without valuable consideration, You also agree that this contract acts as a model release and the release of copyright of above described materials depicting you or your image. Any images remain the sole property of **Rush Creek Guide Service LLC**.

Client agrees all legal actions; lawsuits torts or arbitrations will be heard or tried in the County of Wheeler in the State of Texas and that Rush Creek Guide Service LLC will not be responsible or liable for any legal or court costs to defend or prosecute any legal action.

You are liable & responsible for all legal costs as allowed by law.

ALL NRA AND NORMALLY ACCEPTED FIREARMS/ARCHERY SAFETY RULES MUST BE OBSERVED AT ALL TIMES. FAILURE TO DO SO WILL RESULT IN THE IMMEDIATE TERMINATION OF YOUR HUNT WITHOUT REFUND. *NO SMOKING IN THE FIELD*****

Fair Chase & Rules of Ethical Hunting Agreement

I the client/hunter agree to the following rules and understand that my hunt WILL be cancelled if any of the following are violated without monetary refund from Rush Creek Guide Service LLC.

- Unsafe use of a firearm as determined by NRA and/or **Rush Creek Guide Service LLC** standards.
- Your guide has **absolute** and final say of which game is to be taken.
- Unethical, cruel or unusual treatment of game or any other animal wild or domestic.
- Shooting at or wounding game without immediately informing management.
- Actions of any kind that would be considered 'NOT FAIR CHASE' while hunting as defined by NRA, SCI, Boone & Crockett, Pope & Young or any generally accepted definition of the term 'Fair Chase Hunting'.
- Rush Creek Guide Service LLC reserves the right to determine any definition of 'Fair Chase Hunting' as it sees fit.
- Trespassing on any unauthorized property while hunting. *(Tracking wounded game that has gone to ground on private property must be authorized by management and only after permission from the landowner has been granted. In the event that a swift and humane dispatch of a wounded animal is appropriate the hunter may dispatch the animal only if it can be clearly seen from the legal hunting area and dispatched from within the legal hunting area.) E.g. stay on your side of the fence.
- Use of any other ammunition that is not an 'Expanding Round' e. g. hollow-pointed or ballistic tips are allowed. NO Full Metal Jacketed rounds allowed. NO African big game or Bear rounds allowed.
- Shooting at game on to unauthorized Private Property strictly prohibited.
- Violation of any State or Federal GAME LAWS.
- Violation of any State or Federal FIREARMS or ARCHERY LAWS.
- Violation of any Rush Creek Guide Service LLC policies

Rush Creek Guide Service LLC, will provide the following basic services for your hunt and they are included in the price of the hunt any other services not mentioned in this section will require extra fees as described in this section. Please ask management for further information: Rush Creek Guide Service LLC reserves the right to change any fees at any time prior to the signing of this agreement.

Full Service Hunt Included:

- **Food & Accommodation** See price list for details.**
- Pick-Up and return to either Amarillo or Oklahoma City Airport or local airports *(Extra Fuel Surcharge)
- Placement and transportation to hunting locations or tree stands by our guides.
- **Skinning, gutting and basic preparation of game for transport. (We do not butcher or pack game)**
- Hunting of two Whitetail Does when hunting Whitetail Bucks.
- Free predator/hog hunting for paying game hunters.
- Free Internet available to all hunters at the Wheeler camp house.

Semi Service Hunt:

- Placement at hunting locations or tree stands by our guides.
- Hunting of two Whitetail Does when hunting Whitetail Bucks.

Extra Fee Based Services Available.

- Professional butchering and packing of game.
- Accommodation and food/catering at one of our camp houses or discount hotel/motel accommodations.
- One to one personal guiding and instruction.
- Hunting an extra buck in any local county. (Whitetail Only)
- Taxidermy services. (We work with an excellent Taxidermist in Oklahoma City who specializes in Big Game and Birds.)
- Instruction and customized training courses are available for Novice and Youth hunters.

Please complete your hunt dates, game description and quantity

Date of 1st day of hunt:

Date of Last day of hunt:

Total Days hunting:

Game & quantity to be hunted:

SIGNATURE _____

PRINT NAME _____

DATE _____