

**2010 Hunting Contract
Agreement & Liability Waiver**

Refunds: Money paid for deposit is non-refundable. Money paid for this hunt (other than the deposit) is 50% refundable if canceled by the hunter before May 1st of the hunting year. Money paid for this hunt is non-refundable if canceled by the hunter after May 1st of the hunting year. If Heartland Whitetails, L.L.C. (Outfitter) must cancel the hunt, the money paid for the hunt will be 100% refunded.

Solicitation: Past, present or affiliated Client/Cientele/Hunter may not solicit any landowners and/or neighboring property owners within 20 miles of any Heartland Whitetails hunting property (past or present) for hunting purposes. Past, present or affiliated Client/Cientele/Hunter may not accept any offer for hunting purposes from any land/property owners within 20 miles of any Heartland Whitetails hunting property. Past, present or affiliated Client/Cientele/Hunter may not trespass on Heartland Whitetails (Outfitter) landowners and/or neighboring property owners (past or present) land for any purpose without the written consent of Heartland Whitetails L.L.C. (Outfitter). Any Client/Cientele/Hunter doing so will be litigated against to the highest degree. The Client/Cientele/Hunter further acknowledges that any such breach may allow the Client/Cientele/Hunter or Third Parties to unfairly compete with Heartland Whitetails L.L.C. (Outfitter) resulting in irreparable harm to Heartland Whitetails L.L.C. (Outfitter) and, therefore, that up on any such breach, Heartland Whitetails L.L.C. (Outfitter) shall be entitled to seek equitable relief in addition to whatever remedies it may have at law. Any Client/Cientele/Hunter proven responsible agrees to pay all legal fees that may arise from such action and agrees to pay Heartland Whitetails L.L.C. the sum of what is greater in monetary retribution if responsible for the breach of this contract. **A)** Pay \$3,000 per person associated to a breach of this contract. **B)** Pay \$25 per acre associated to the breach of this contract. The foregoing obligations shall survive for a period of five (5) years from the date of the signature from Client/Cientele/Hunter and Heartland Whitetails L.L.C. (Outfitter) in this document.

Antler Restrictions***I understand the 130" gross inch minimum requirement on antler deer. I agree to pay a \$500 fine for any antler deer measuring under 130" gross inches and a \$500 fine for any yearling button buck that I shoot. (Payment to made by cash, credit card or money order.) ***Fine can be waived by Manager if the deer is a management deer.

Wound Policy: If or when a client wounds a buck, he/she may continue to hunt by paying a \$500 Trophy Fee. At the end of the hunt, the \$500 fee may be used as a deposit for a future hunt with Heartland Whitetails L.L.C. as long as another buck has not been harvested or wounded by the client.

Button Horn Buck Policy: If a client harvests a button buck, he/she may either use their buck tags or pay \$500 to continue to buck hunt if the State allows.

Marketing: Heartland Whitetails L.L.C. (Outfitter) reserves the right to use any photographs, video footage, hunt stories and names for marketing purposes, business enhancing opportunities, and/or profitable promotion strategies for Heartland Whitetails L.L.C. (Outfitter).

Safety: Heartland Whitetails L.L.C. (Outfitter) uses its best efforts to provide Client/Cientele/Hunter with a safe and enjoyable hunting environment. However, it is the responsibility of the Client/Cientele/Hunter to exercise the care and judgment required to deal with the dangers and risk inherent in the sport of hunting. Therefore, the Client/Cientele/Hunter releases and forever discharges, and for his/her heirs, executors, administrators, personal representatives, successors, and assigns to hereby release and forever discharge Heartland Whitetails L.L.C. (Outfitter), and his, her, their and its successors and assigns, heirs executors, administrators, personal representatives, and all other persons, firms, and corporations, of and from any claims, demands, rights, and causes of actions of whatsoever kind in nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property, and the consequences thereof, resulting, and to result, from the Client's/Cientele's/Hunter's hunt on the dates written in this contract. Additionally, the Client/Cientele/Hunter agrees to defend any or all individuals in civil court against injury, property or punitive damage caused by the Client/Cientele/Hunter while hunting with Heartland Whitetails L.L.C., (Outfitter). If I, (Client/Cientele/Hunter), sue any or all individuals in civil court and win a settlement, I (Client/Cientele/Hunter) too, relinquish all rights to receive that settlement from any of the aforementioned individuals. I (Client/Cientele/Hunter) accept full responsibility for any injury I (Client/Cientele/Hunter) may incur while hunting with Heartland Whitetails L.L.C. (Outfitter). I (Client/Cientele/Hunter) will inspect the safety of any tree stand or step before using it; I (Client/Cientele/Hunter) accept full responsibility for any tree stand I (Client/Cientele/Hunter) use and the height in which it is at; I (Client/Cientele/Hunter) also agree to wear and use a safety belt while climbing a tree, placing a stand, hunting from a stand, or stepping onto or off a tree stand.

**I (Client/Cientele/Hunter) have read the above contract, and
I (Client/Cientele/Hunter) agree to abide by statements in the waiver.**

Client/Cientele/Hunter Signed: _____

Printed Name: _____ Date: _____

Heartland Whitetails L.L.C.

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