



Hunter Release / Indemnification / Liability Waiver / Regulations Contract & Agreement

Deposit Agreement:

A minimum non-refundable deposit of \$1000.00 is required per hunter in order to reserve your hunt. If there is a trophy class or price preference, it must be clearly expressed at the time of deposit. Trophies are available to hunters on a first come first serve basis. If the hunter's choice of trophy class or price is not available at the time of the scheduled hunt, the hunter's deposit can be applied to any other available trophy or can be returned to the hunter.

A minimum 2 day hunt is \$1000 and \$500 per additional day, plus the trophy fee. The trophy fee must be paid in full by a payment method approved by the Ranch Owners/Managers prior to the hunter leaving with their trophy. There is no guarantee of getting a trophy. Lodging and food are the responsibility of the hunter, unless otherwise agreed upon. The guide will cape and quarter your trophy at no extra expense, unless the hunter prefers to do it himself/herself. Family members or guests of hunters may be allowed to accompany the hunter upon approval of the Ranch Owners/Managers at no extra cost. We promote making memories with family and friends that last a lifetime!

At Heritage Hills Ranch, we strive to make all of our customers happy and satisfied with their hunting experience. If for any reason the hunter is not 100% satisfied with their experience, we will try our best to resolve any issues within reason. We welcome you to our ranch and want you to enjoy a relaxing and unforgettable experience.

Rules Agreement:

- All hunters must show up at the designated times. Too early and the guide may not be available. Too late and the hunter may ruin their hunt opportunity.

- Hunter must be proficient with their weapon of choice and may be required to prove their proficiency to a guide. We recommend using a crossbow for a close exciting experience and clean kill. We can provide you with a crossbow or rifle if needed.
- No loaded guns are allowed on the ranch until the guide gives approval. The guide must check all guns and will ensure everything is done in a safe manner. Remember: Keep your finger off of the trigger until ready to fire. Always point the barrel in a safe direction. Know your target, what's in front and beyond.
- Hunter is responsible for and must have a Texas hunting license. Nothing illegal is allowed and hunters are required to abide by Texas State laws while at our ranch.
- A trophy fee is required when there is blood or significant injury, determined by the guide. A wounded deer is considered to be a "dead" deer, no exceptions. We will do our best to recover your trophy. If your trophy is wounded and not found during your scheduled hunt and located later, we can make arrangements to get it to you at the hunter's expense. If the same wounded trophy survives and its antlers are unaffected from injury the following year, your trophy fee may be applied to a future hunt.
- No alcohol is allowed on the ranch and anyone deemed intoxicated is not allowed to hunt (we'll know, we're cops... 😊). Excessive profanity or vulgarity is not allowed. We promote a family friendly environment. No smoking while hunting or around hunting areas and make sure you and your clothes are scent free for a more successful hunt.
- We have ground blinds set up and ready for your hunt, so there is no need for you to bring a blind or deer stand. We prepare and regularly feed near the blinds and the deer are used to coming to those areas. They are not over-hunted and provide the best opportunity for success. Hunting from elevated blinds or stands is not allowed.
- All hunters are required to have a guide with them at all times while on the ranch, unless approved by the guide or ranch owners.
- The ranch's management reserves the right to terminate a hunter's hunt at any time without refund for any violations of any rules or guide's instructions.

Liability Waiver Agreement:

1. I acknowledge that I am aware of the risks of hunting and any and all other activities conducted on this ranch and services provided by this ranch. I agree to not hold Heritage Hills Ranch, their Owners, Managers or Guides responsible or liable for any accident, injury or mishap. I agree to assume those risks and to release and indemnify Owners, Managers or Guides who through negligence or carelessness might otherwise be liable to me, my heirs, successors and/or assigns, for any type of injuries or damages.

2. I understand that permission to enter the Ranch is expressly conditioned upon my agreement to the following terms and conditions.

A. I acknowledge and am aware that there are natural and man-made hazards on the Ranch, and I assume all risks in connection with such hazards as well as participation in hunting and/or other activities conducted by the Ranch and services provided by the Ranch. I further agree and understand that Owners assume no liability for my safety or my property or the safety of my minor children. I expressly agree to release Owners from any liability for damages or injury to me, my minor children and/or my property, which occurs, while I am on the Ranch or entering or exiting from the Ranch.

B. Notwithstanding any other provision of this Agreement, and to the fullest extent allowed by law, the total liability, in the aggregate, of Owners, to me, my spouse, my children or anyone claiming by, through or under any of us, or to any third party, for any and all claims, losses, costs or damages whatsoever, for or on account of the negligence, active or otherwise, professional errors or omissions, or strict liability of any Owners shall not, individually or collectively, exceed the total insurance proceeds paid on behalf of the Owners, individually or collectively, in settlement or other satisfaction of such claims.

3. In the event that I am accompanied by minor children under the age of eighteen (18) years, their names and birth dates are printed below.

4. The term "injury" as used herein also covers death; and this Agreement is binding upon my estate. In addition to other matters covered thereby, the indemnification provisions of this Agreement also cover all claims for wrongful death under Section 71.001 et seq. of the Texas Civil Practice and Remedies Code.

5. Terms "Owners" includes Wesley Hovey or Linda Hovey, Heritage Hills Ranch DBA, as well as their heirs, successors and assigns, all officers, directors, shareholders, employees, subcontractors, agents, guides, legal representatives, subsidiaries, partners, parents, children, affiliates and any and all other persons, firms or corporations who are, or who might be claimed to be, liable to them or for them.

6. I FURTHER AGREE TO INDEMNIFY AND HOLD THE OWNERS HARMLESS FROM AND AGAINST ALL LIABILITY, LOSSES, DAMAGES, CLAIMS, SUITS AND ACTIONS OF EVERY TYPE (INCLUDING BUT NOT LIMITED TO ALL REASONABLE ATTORNEYS' FEES AND COSTS OF DEFENSE), WHICH ARE NOT COVERED BY INSURANCE OR WHICH EXCEED POLICY LIMITS FOR COVERED CLAIMS, BROUGHT FOR OR ON ACCOUNT OF ANY ACTUAL OR ALLEGED PERSONAL INJURY, DEATH, RANCH DAMAGE OR OTHER INJURY OF AN INTANGIBLE NATURE (INCLUDING WITHOUT LIMITATION MENTAL ANGUISH, PHYSICAL PAIN AND SUFFERING, LOSS OF EARNINGS OR EARNING CAPACITY AND LOSS OF CONSORTIUM) CLAIMED TO HAVE BEEN SUSTAINED BY ME, MY SPOUSE, OR MY MINOR CHILDREN, IN CONNECTION WITH ANY ACCIDENT OR INJURY THAT MAY

OCCUR BEFORE, DURING OR AFTER MY PRESENCE ON THE RANCH OR MY ENGAGING IN HUNTING, OR OTHER ACTIVITIES CONDUCTED ON THE RANCH AND SERVICES PROVIDED BY THE RANCH. IRRESPECTIVE OF WHETHER SUCH DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR ANY OTHER ACT OR OMISSION OF OWNERS OR ANY OF THEM.

7. I further acknowledge and agree that this Assumption of the Risk, Release and Indemnification Agreement is and shall remain effective for all entries onto the Ranch by me; provided, however, this Agreement shall not be construed as a continuing license for me to enter the Ranch, and I acknowledge that I may enter the Ranch only at such times and places and for only such purposes which may be specified by Owners.

8. This Assumption of the Risk, Release and Indemnification Agreement shall be binding upon me, my heirs, successors and assigns and shall insure to the benefit of Owners.

I HAVE READ THE FOREGOING AGREEMENT AND I UNDERSTAND AND FREELY AGREE TO THE TERMS HEREIN AS INDICATED BY MY SIGNATURE BELOW.

Names of minor children and their DOB:

HUNTER/GUEST

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

STATE: ____ DL/ID #: _____ PHONE#: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

E-MAIL ADDRESS: _____

RANCH OWNER/MANAGER/GUIDE

SIGNATURE: _____ DATE: _____

PRINTED: _____