

Non-Typical Outfitters

44709 Spring Creek Rd. Pearl, IL. 62361 Phone: 618-550-9406

Date: _____

Dear Mr. _____,

Thank you very much for choosing Non-Typical Outfitters for your 2016 whitetail hunt. We are very excited to have you in camp this year.

Attached you will find the hunt contract, liability release and a copy of the hunter/lodge rules. Please review them at your earliest convenience. Please pay special attention to the items in yellow, especially the new management requirements. If you have any questions, comments or concerns, please contact me at 618-550-9406 via phone or text. Once you've had a moment to review, please sign, initial and date where appropriate & return to us at the following address:

Non-Typical Outfitters
Attn: Ryan Bland
44709 Spring Creek Rd.
Pearl, IL. 62361

Also enclosed is a copy for your records.

Once again, thank you very much for trusting us with your 2016 whitetail hunt. We look forward to having you in camp.

Sincerely,

Ryan Bland
Owner

Non-Typical Outfitters

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HUNTER CONTRACT

This contract is entered into by and between Non-Typical Outfitters, hereinafter referred to as NTO, and _____, hereinafter referred to as “Hunter” and concerns services to be provided to Hunter by Non-Typical Outfitters hereinafter referred to as “Outfitter”.

NTO, its principals, subsidiaries, affiliated and/or associated companies, agents, subagents, act only as Outfitters, and providers of transportation, lodging, and other services (i.e. professional hunters, independent owners, contractors), in arranging to provide the Hunter with these services and therefore, NTO assumes no liability or responsibility for and/or to the Hunter for any loss, expense, damage, accident, delay, inconvenience, injury or death, which results directly or indirectly from any act or failure to act, whether negligent or otherwise, of Outfitter and/or any provider of transportation and/or lodging, Hunter agrees that Hunter shall be solely responsible for the cost of accommodations and associated transportation for any overnight stays in route caused by bad weather and/or transportation company’s scheduling problems, overbookings, cancellations or other events beyond the control of NTO.

Hunter agrees that balance due is payable to NTO no later than September 1 prior to the beginning of the trip. This balance due must be paid by cash, money order or cashier’s check.

Hunter agrees that in case of cancellation, NTO’s policy on refunds will be in effect. If Hunter is unable to acquire the appropriate permit required to take part in the trip for a reason beyond the control of Hunter, NTO agrees to refund Hunter any fees that have been paid to NTO and Hunter agrees that this refund is NTO’s full and total liability to Hunter in such situation.

Hunter agrees that under any circumstances, NTO’s total financial responsibility to Hunter is limited to NTO’s hunting fee.

TERMS:

1. Deposit of _____ due at time of booking hunt (Jan. 31st). One payment of \$ _____ due no later than Sept. 1 prior to arrival in Calhoun County, Illinois.
2. The Hunters deposit is non-refundable if canceled after 30 days from date of contract or any contract dated after July 1. However, deposit can be transferred to another hunter who isn’t booked with Non-Typical Outfitters or to the following year one time.
3. Hunt dates: _____.
4. **HUNTER MUST WEAR SAFETY HARNESS WHILE HUNTING IN TREES AT ALL TIMES.**
5. **Hunter is responsible to acquire any and all permits and licenses.**

6. Hunter is to abide by all hunting laws.
7. Hunter can harvest one buck.
8. Hunter is responsible for the processing and distribution of all meat of any deer taken.
9. If Hunter draws blood or wounds two different bucks, their hunt is terminated.

Management requirements:

Hunter must take an 8-point buck with a minimum gross score of 130"

OR

A 10-point buck or better with a minimum gross score of 140".

If Hunter takes a buck under the above minimums, there will be an additional non-trophy fee of \$1,000.00*. This non-trophy fee will be collected, in the form of cash, prior to any hunting taking place. The buck is to be measured by a NTO owner or guide at time of kill. If the gross score meets or exceeds the minimum above, the \$1,000 will be returned at that time. All non-trophy fees will be returned the last evening of the hunt to any unsuccessful hunter. _____ (Initials)
(*Special conditions may apply)

Non-Typical Outfitters will provide:

1. Lodging.
2. Access to PRIME PIKE & CALHOUN COUNTY, ILLINOIS HUNTING.
3. Guides as required.

Hunter acknowledges awareness of the following:

NTO makes no guarantee as to the success, i.e. the quality or quantity of game that may result from such hunting, or the effect of weather conditions;

IT is the Hunter's responsibility to detect, before booking the trip, any mistakes or errors in the NTO supplied written or verbal information about Outfitter and his services;

Hunter's baggage, personal items and equipment are the sole responsibility of the Hunter at all times;

NTO retains all rights to any photos and videos taken during the hunt;

Hunter gives an unconditional release and grants permission to Non-Typical Outfitters the right to use any photos or videos for TV, videos, and any for-profit commercial or promotional use. Hunter is aware that NTO produces TV shows and hunting videos. There will possibly be several video crews in operation any week during the hunting season. _____ (Initials) _____ (Initials)

Hunter under no circumstances is to arrive no sooner than 3:00 p.m. the afternoon before the hunt.

This Contract is drawn under and to be enforced under the laws of the State of Illinois.

Hunter, by signing below, acknowledges and agrees that Hunter and on behalf of Hunter, Hunter's heirs, executors, and assigns, to hold NTO, it's agents, employees and landowners, harmless and indemnify them from and against any and all claims and

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RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in any and all hunting and hunting related activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Non-Typical Enterprises, LLC and its owners, directors, officers, employees, agents, volunteers, participants, guides and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, spouse, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that hunting and hunting related activities involve known and unanticipated risks which could result in serious physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, death or serious injury as a result of being shot or as a result of equipment malfunction; hearing loss; loss of vision; broken bones, bruises and other bodily injuries caused by falls; medical conditions resulting from physical activity, and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risk inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to more or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this

release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bounded by its terms and sign the same free of any fraud, duress or coercion.**

Signature _____ Print Name _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Date _____

PARENT OR GUARIDAN ADDITIONAL AGREEMENT
(Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian _____ Print Name _____ Date _____
(If notarization is necessary, please sign & stamp this side of form.)

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LODGE RULES

All Hunters must read & sign rules.

1. Treat the lodge & other facilities as well, if not better, than you would your own home.
2. Your bed linens & towels are clean. Feel free to wash more towels in the laundry if needed. Please make sure you do not take any of the linens or towels with you by mistake.
3. When hunting, all hunters must obey all Illinois Game Laws. The hunter accepts all responsibilities for any violations.
4. The hunter is required to be in possession of the appropriate hunting license, permits & a photo ID while hunting.
5. Once an animal is hit, all hunting is stopped until all efforts have been exhausted in attempt to recover the wounded animal. If the animal gets away, the hunter is allowed to continue hunting for the remainder of their scheduled hunt. All hunting stops upon wounding a second animal.
6. No does will be harvested unless otherwise noted by NTO staff.
7. Coyotes are allowed to be harvested by any licensed hunter. At no time are bobcats allowed to be harvested.
8. All hunters must conduct themselves in a civil & orderly manner.
9. No smoking in the lodge, vehicles or farms at any time.
10. No consumption of non-prescription drugs at any time. No alcoholic beverages will be permitted during hunting hours. Getting intoxicated will not be tolerated and the hunter will be asked to leave with no refund.
11. A full body safety harness is required at all times while hunting from a treestand. No safety belts will be allowed.
12. No harassing, harming or shooting at any livestock or non-game animal. No destruction of vegetation and or crops.
13. Hunters are asked to not walk through any hunting areas; as this might ruin the

possibility of another hunter getting a shot. Walking is only permitted going to the stand & returning from the stand.

- 14. Road hunting is illegal in Illinois
- 15. Baiting or supplemental feeding is illegal in Illinois.
- 16. Do not track wounded animals without NTO staff present.
- 17. If any member of your hunting party blatantly breaks an Illinois game law or lodge rule, the entire group will be asked to leave camp.

**If you are not sure about a law or lodge rule,
PLEASE ASK.**

I have read and understood this document and I agree to be bounded by its terms and sign the same free of any fraud, duress or coercion.

Signature _____ Print Name _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Date _____

PARENT OR GUARIDAN ADDITIONAL AGREEMENT
(Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian _____ Print Name _____ Date _____
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