



HUNTING PACKAGE CONTRACT

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

Tinker Kennels, LLC, appreciates your business but requires that that you the client (group) understands that you are entering into a contract and agreement with Tinker Kennels, 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 Tinker Kennels, LLC:

- 1) Hunter must be 14 years old. (*Accompanied by a legal adult parent or guardian.)
- 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 Tinker Kennel, LLC, AFFIRMATION AND RELEASE AND MEDICAL QUESTIONNAIRE forms.
- 4) Hunter must have paid a non-refundable deposit of 50%, within two weeks of booking date. Any balance owed must be paid upon completion of hunting.
- 5) Tinker Kennels, 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 Preserve' operation.
- 9) The guide's discretion is final with regard to which animal you may or may not take. No exceptions.
- 10) No alcohol or open container allowed in the field.
- 11) 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.
- 12) 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 Tinker Kennels, LLC. The arbitrator will be governed by this limit.
- 13) 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 Tinker Kennels, LLC.

Client agrees all legal actions; lawsuits torts or arbitrations will be heard or tried in the County of Hughes in the state of South Dakota and that Tinker Kennels, 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 Tinker Kennels, LLC.

Under South Dakota law, an equine professional is not liable for any injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to SDCL (42-11-6)

- Unsafe use of a firearm as determined by NRA and/or Tinker Kennels, 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'.
- Tinker Kennels, LLC reserves the right to determine any definition of 'Fair Chase Hunting' as it sees fit.
- Trespassing on any unauthorized property while hunting.
- Tinker Kennels, LLC policies. Tinker Kennels, 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: Tinker Kennels, LLC reserves the right to change any fees at any time prior to the signing of this agreement.

Hunt Packages Include: Guide, dogs and horses • All meals, snacks and beverages in the field

- Pick-Up and return to Pierre City Airport • Placement and Transportation to the field
- Cleaning and preparation of game for transport.

Dates of hunt:

PRINT NAME _____

SIGNATURE _____

Dated this _____ day of _____ 2019