|  |
| --- |
| **WATERFOWL****BOOKING CONTRACT**PO Box 247 Waurika, OK 73573(580) 228-3272clay@stuartranch.com Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Home #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mobile #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Office #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ :\_ Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ZIP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Day of Arrival (must arrive after 12:00) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(day/month/year) Day of Departure \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(day/month/year)  Hunt Selection:Hog Hunt Add On . □ $400/day/hunterWaterfowl Only □ $800/day/hunterSpecial Needs or Instructions\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Number of hunters in party: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Amount of deposit (50% of total hunt cost): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Payment Method: Check □ Credit Card □ Credit Card Type Visa □ Mastercard □ **Mail this completed contract, along with your deposit, to the following address:****Stuart Ranch** **c/o Clay S. Forst** **PO Box 247** **Waurika, OK 73573****Your hunt will not be posted on the reservation calendar until we receive your contract and your deposit.** Credit Card #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Expiration Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Security Code (3 digit number on the back of the card)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |



Hunting dates are booked on a first come, first-served basis. A separate booking contract is required for each hunter in your party. A minimum deposit of 50% (per hunter) of the cost of the hunt is due with this booking contract. The full balance is due upon arrival at the ranch and may be paid by cash, personal check, or credit card. A phone call will not reserve your hunting dates; please send a signed contract and a deposit. For your convenience we can accept credit cards. A 2.5% surcharge will apply. Call for arrangements before paying with a credit card.

You furnish your own license, tags, transportation to and from the ranch, and your own personal gear. Airport pickup and return is **not** included in your fee. Call for arrangements to be picked up if flying to the ranch. Upon arrival at the ranch transportation will be provided.

Cancellation policy: Deposits are non-refundable

.

You should ensure you are in adequate physical condition to undertake consecutive days of hunting activity, possibly in adverse weather conditions. If you have any health conditions which may compromise your ability to participate, or which may be aggravated by this exertion, you are advised to seek the advice of your physician prior to committing to this activity. Hunter agrees to absolve Stuart Ranch, his guides and employees from any liability for injury or illness which may be incurred as a result of this hunting trip. Please sign the liability waiver enclosed with the booking contract. Refusal to sign liability waiver will result in termination of the contract and the hunter will not be allowed to hunt on the ranch.

Hunter agrees to abide by all laws of Oklahoma. As well as all applicable Federal game laws that may apply. It is the responsibility of the hunter to understand and abide by all applicable laws.

Hunter agrees to be reasonably proficient in the use of his/her weapon. No shells are allowed in the chamber and barrels should be pointed toward the floor while in a vehicle. No loaded guns are allowed in or around the camp area.

Hunting is our business; however, Stuart Ranch cannot guarantee the availability or take of any game animal. We work diligently to produce game for the hunter and will hunt in areas where trophy game animals have been previously taken or in areas that have been pre-scouted. We do not guarantee against conditions beyond our control, such as adverse weather, interference from other hunters, etc. and the hunter accepts these terms.

We abide by the laws of Oklahoma and by industry-standard outfitting laws and practices. Hunters are forbidden to shoot any animals that are not specified in their contract, unless given permission by their guide. In the event that a hunter kills game not specified in their hunting contract or verbal agreement, the hunter will be charged a harvest fee comparable to the standard hunt price for that animal

Any disputes which may arise shall be governed by the laws of and settled in the judicial system of the State of Oklahoma.

I certify that I have read this contract and agree to abide by the terms of this contract.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stuart Ranch Hunter

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If you have any questions, please feel free to call or write. Thank you for your business.

Deposit Received: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Payment Type:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tipping is recommended to your guides during your hunt but not mandatory. A typical tip is 10% of the value of your hunt.

RELEASE OF LIABILITY AND ACKNOWLEDGEMENT AND ACCEPTANCE OF DANGERS, RISKS AND HAZARDS FOR RECREATION AND LEISURE ACTIVITIES ON OR ABOUT RT STUART RANCH, L.L.C. d/b/a STUART RANCH

I, the undersigned, acknowledge and understand for myself and others in my group for whom I have responsibility, including minors in my care, and for my and their heirs, executors, personal representatives and assigns, that no warranty, either expressed or implied, is or has been made by any employee, officer, owner or representative of RT STUART RANCH, L.L.C. d/b/a STUART RANCH (hereinafter referred to as “Stuart Ranch”) as to the conditions of any of Stuart Ranch’s lands located in the Oklahoma counties of Jefferson, Bryan and Atoka respectively, or any road, building, gate or other improvement or any animal or item of equipment or other personal property located thereon or used in connection therewith (hereinafter referred to as the “Stuart Ranch Properties”). I acknowledge that I have read and fully understand the contents of this document and that the same is sufficient warning to me that dangerous conditions, risks and hazards exist in connection with my and our presence and activities on and my and our use of the Stuart Ranch Properties. My and our presence and activities on and my and our use of the Stuart Ranch Properties expose us and our property to dangerous conditions, risks and hazards, including but not limited to potential accidents involving outdoor activities and other activities involving horses, cattle and other domestic animals; potential personal harm caused by poisonous snakes, bees, wasps, insects, spiders, noxious plants, cacti, cat claw, poison ivy, thorny plants, erosion, deep or otherwise dangerous water and other potentially dangerous animal, plant or other condition located thereon or in the vicinity; animals (both wild and domestic) that may be diseased and/or otherwise potentially dangerous, persons with firearms (both on or off the Stuart Ranch Properties), and the use of vehicles and equipment owned by us or by Stuart Ranch.

Notwithstanding the above, I hereby state that I expressly assume all such danger, risks, and hazards for myself and others in my group for whom I have responsibility, and for my and their heirs, executors, personal representatives and assigns and I and we assume all risks and full responsibility for our own actions and agree to reimburse Stuart Ranch and/or any other party for any and all damages to ranch or property or personal injury caused by our actions.

In consideration for Stuart Ranch granting us the right to enter and use Stuart Ranch Properties, I, for myself and for others in my group for whom I have responsibility, and for my and their heirs, executors, personal representatives and assigns hereby release and agree to protect, indemnify and hold harmless Stuart Ranch and their officers, agents, employees, and assigns from and against any and all claims, demands, causes of action and damages, including without limitation reasonable costs and attorneys’ fees, resulting from any accident, incident or occurrence arising out of, incidental to, or in any way resulting from our use of the Stuart Ranch Properties, and for any good faith effort by any officer, employee or agent of Stuart Ranch for medical or other assistance in connection therewith whether or not caused in whole or in part by negligence or willful misconduct of any or all of them, and for the same consideration.

I hereby further covenant and agree that we will not make any claim or institute any suit or action at law or in equity against any of them concerning the same and acknowledge that no guarantees are made and that Stuart Ranch offers no refunds.

Signed and agreed to on this \_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name Signature

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 City, State & ZIP