



## C.K. Outdoor Adventures LLC (CKOA)

### OUTDOOR SPORTSMAN RESPONSIBILITIES AGREEMENT

**Please read carefully before signing. This is a release of liability and waiver of certain legal rights.**

1. This agreement, entered between C.K. Outdoor Adventures LLC (CKOA) and the endorsed sportsmen called sets out all aspects of the complete agreement between the parties, and reflects the final agreement concerning the services to be performed and goods provided by C.K. Outdoor Adventures LLC as well as perspective rights and duties of the parties. The final resolution of all previous discussions and negotiations are set forth below, and there are no implied terms to this agreement other than those expressly set forth herein. You are purchasing a “fair chase” hunt in Northwest Missouri. As such, this contract or any articles herein do not guarantee or promise the below undersigned a kill or a shot.
2. Hunting area consists of private rural agricultural leased ground and some public ground.
3. The following services and equipment provided by CK Outdoor Adventures LLC will be tailored by CKOA to the nature and types of hunting as well as variable weather conditions.
  - lodging for sleeping, dining and toilet facilities;
  - lodging includes plush furnishings, kitchen fully equipped and stocked;
  - Game handling transportation from the field to the lodge or to a processing plant nearby;
  - transportation to and from Kansas City International (KCI) Airport for an additional fee and otherwise Sportsman can make own arrangements; and,
  - transportation to and from hunting properties, such as pick up trucks, four-wheelers and side by sides, will be provided for hunting purposes at the discretion of C.K. Outdoor Adventures LLC (CKOA).
4. The sportsmen shall furnish:
  - their own hunting gear, clothing, items of personal comfort and weaponry; and,
  - weapons and ammunition, are deemed legal for the taking game in Missouri.
5. Sportsman’s Duties. ALL Sportsmen SHALL AT ALL TIMES:
  - conduct themselves in a polite manner;
  - practice firearm safety AT ALL TIMES;
  - not consume of alcohol during hunting hours, or possess non-prescription recreational drugs;
  - observe all hunting and lodge rules as presented by C.K. Outdoor Adventures LLC either in writing or verbally;

- strictly adhere to all Department of Environmental Conservation (DEC) for the state of Missouri pertaining to hunting and hunting safety, to include other outdoor activities such as fishing; and,
- as required by Missouri DEC, all Sportsman's game tags will be filled out and reported immediately following harvest.

6. The undersigned sportsman understands and agrees that:

- hunting activity involves certain inherent risks of loss or injury or illness that each Sportsman assumes that risk of loss and injury and illness and further more agrees to indemnify and hold harmless C.K. Outdoor Adventures LLC, its employees, agents, contracted personnel, and C.K. Outdoor Adventures LLC private or corporate property lessors from any and all liability, costs, claims, and demands whatsoever, including costs of any legal action, including reasonable attorneys fees;
- he or she read and signed the Waiver and Release Agreement electronically or return fully signed by email or mail in advance, if they wish to contract the services of C.K. Outdoor Adventures LLC.; and,
- Hereby give permission for CKOA to use picture and name for marketing and promotional purposes (example website, social media, print media.)

7. Final Payment must be made in the form of cash and/or major credit cards via PayPal. Other forms may be considered upon arrival with advanced approval and Sportsman agrees to the following:

- First payments represent reservation of space that is then unavailable to other Sportsmen and are not refundable.
- There shall be no refund or prorating due to inclement weather which is out of the control of C.K. Outdoor Adventures LLC, nor if for any other reason the sportsman is asked to leave the lodge prior to the expiration of their hunt.
- If a sportsman is unwilling to abide by all the terms of this agreement and rules of the lodge, then, at the sole discretion of C.K. Outdoor Adventures LLC sportsman shall be asked to leave the lodge and the hunt cancelled with no refund.
- For any animal hunted for a trophy fee-basis, the sportsman shall pay the trophy fee when the animal is killed or wounded in any way.
- All prices are in U.S. Dollars and sportsmen are expected to pay in U.S. Dollars.
- The cost of your hunt includes:
  - All meals and lodging while you are in the lodge, the use of transportation, field preparation of your meat and trophies, pre-hunt acquiring of (not cost of) all licenses and tags, all necessary export permits, and assistance around the area of lodge, if necessary, to see butcher, taxidermist and/or MO DEC.
- The cost of your hunt excludes:
  - Fees for hunting licenses and tags, gratuities to guides, meat butchering, taxidermy, shipping of meat and trophies, ALCOHOL BEVERAGES, and all travel and accommodations and meals prior to day 1 of hunt and after arriving in Missouri on the last day of hunt, extra trips to town for personal needs.

- C.K. Outdoor Adventures LLC (CKOA) recognizes that you are an outdoors person and have sufficient hunting skills and abilities for the type of hunt booked. Along with intimate knowledge of your weapon and that you are in good physical shape. All physical limitations or health problems must be known to CKOA in writing as well as verbally to your guide. You must also assume all responsibility for such condition and hold CKOA harmless thereto as described above in the Waiver and Release Agreement.
  - Hunting procedures and activities by C.K. Outdoor Adventures LLC (CKOA) depend on weather, game conditions, skill and physical conditions of the Sportsman C.K. Outdoor Adventures LLC (CKOA) may in its sole discretion, change the lodge location, hunting areas and methods to best increase the opportunity to make the hunt successful.
8. Each undersigned acknowledges that he has read all of the information material sent by C.K. Outdoor Adventures LLC (CKOA) or read on the website, including the brochure and date/price sheet pertaining to specific hunting dates, outfitter fees, license fees, accommodations, services, provided, location and terrain description of hunting areas, weather considerations, game condition, and hunting methods and agrees that the content of said material coincides with all the information received by telephone from C.K. Outdoor Adventures LLC (CKOA) . Where differences exist, this written contract controls. This agreement shall be binding upon the parties hereto, their heirs, representatives or agents and shall not be assigned without the specific written approval of all parties.
  9. Any lawsuit, judicial proceeding, or any other action concerning this contract or provisions hereof shall be instituted only in the local court where services were rendered.
  10. Confidentiality: The sportsman(s) hereby agree to not publicly write document or post in print, online, video or audio anything about their hunting trip with, or anything about C.K. Outdoor Adventures LLC (CKOA) including but not limited to, hunting locations, game densities and satisfaction or impressions about the hunt without the expressed written consent of C.K. Outdoor Adventures LLC (CKOA).
  11. Outfitters are licensed and required to possess the minimum level of liability insurance and acknowledge that the activities of outfitters are regulated by state regulations.

By signing below the parties hereunto acknowledge that they understand all the terms of this contract and furthermore agree that this contract shall be governed by the laws of the state, both as to its interpretation and performance.

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Sportsman's Signature:** \_\_\_\_\_

**C.K. Outdoor Adventures LLC (CKOA)**

**Representative's Signature:** \_\_\_\_\_

**C.K. Outdoor Adventures LLC (CKOA)**

**Representative's Printed Name:** \_\_\_\_\_

***THE LAWS OF THE STATE SHALL CONTROL THE PERFORMANCE OF THIS AGREEMENT***