

Jimmy & Sharon Millican Ranch
Bulls Creek Hunt Camp Services, LLC
Hunter Release / Indemnification / Liability Waiver / Regulations Contract & Agreement

Deposit Agreement: A minimum nonrefundable deposit of 50% is required per hunter in order to reserve your hunt.

Doe hunts are \$400 per gun with a \$200 deposit due at booking. \$200 is due before entering ranch for hunting. Buck hunts are \$600 per gun and require \$300 deposit due at booking. \$300 is due before entering ranch for hunting. A discount of \$50 a day is available for weekday (M-Th) hunts. A legal buck is defined as 8 points or less and with greater than a 13" spread, a buck with one unbranched antler or a spike buck. A legal buck (8 points or less, 13in or wider) within 125yd range fulfills the obligation of the ranch for hunter opportunity to harvest and the balance due applies. Bucks with over 8 points are charged \$50 for each scorable point over the 8 point. (I.e. a ten point would be \$650). Hunters are welcome to put down deposits for multiple deer.

The balance must be paid in full by a payment method approved by the Ranch Owners/Managers prior to the hunter leaving with their animal. There is no guarantee of getting a harvest. Lodging and food are the responsibility of the hunter, unless otherwise agreed upon. The guide will cape and quarter your deer 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!

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.
- 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 valid Texas hunting license. Hunter is responsible for and must have a valid Hunter Safety Certification. Nothing illegal is allowed and hunters are required to abide by Texas State laws while at our ranch. Texas Hunting License and proof of hunter safety certification will be confirmed before the first hunt.

- Remaining balance 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 deer. If your deer 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 a hunter kills or wounds a cow or livestock other than the game species approved by the guide, livestock market price plus \$1000 fee will be required of the hunter before leaving the ranch.

- Approved games species on the Millican Ranch include deer, pigs, coyotes, and bobcats. Animals not approved as a huntable game species on this ranch include turkey, fox, rabbits or any other animal not listed as an approved species above.

- No alcohol is allowed on the ranch and anyone deemed intoxicated is not allowed to hunt. Excessive profanity or vulgarity is not allowed. We promote a family friendly environment. No smoking while hunting or around hunting areas.

- We have elevated blinds or 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.

- Train tracks. No hunting on the West side of the tracks. Gates at track will stay closed and latched. Only approved vehicles on the East side of the tracks. Please be cautious at train track crossing.

- All hunters are required to have a guide escort them to the blind while on the ranch, unless approved by the guide or ranch owners. Hunters may sit all day in the blind or can hunt morning and evening. Please communicate your preference with the guide.

- Guide will inspect the animal harvested before field dressing deer.

- Only the partners, Owners and employees of the Ranch are permitted to operate the gate locks and know the combinations. Gates will always remain closed and locked.

- 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 Jimmy & Sharon Millican, Bulls Creek Hunt Camp Services, LLC 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 Jimmy and Sharon Millican, 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.

9. I UNDERSTAND AND ACKNOWLEDGE THAT AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES. I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES.

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: _____