**5C HUNTING CLUB RULES AND BYLAWS**

Table of content:

GENERAL INFORMATION SECTION

HUNTING/HARVEST SECTION

MEMBER CONDUCT SECTION

LIABILITY WAIVERS

The following rules and bylaws are in place to help deter violations and assist in following guidelines to manage our deer herd as directed by the Wildlife Biologist, and the Management Company.

We maintain a website as well as a 5C Facebook Group. We encourage members to join the group. All pertinent information is posted on our FB group and sent in an email. **It is the members responsibility to keep their information updated with Chuck Cobb.**

**GENERAL INFORMATION SECTION**:

DEFINITIONS:

Member: A members family consists of the paying member, the members spouse, the members (and spouse’s) children or grandchildren attending primary school/college **FULL** time (through age 22), and members unmarried children who are active-duty military (through age 22). Only the individuals described above are considered members and will be allowed to hunt under the lease membership. Any person not described in this definition is considered a guest.

Main Camp: This is the area of CR 607 and CR 604 which includes all campers, camp kitchen, and skinning rack. This is also the designated MLDP tagging location for deer harvested on this property.

Gut Pile: The only place that is designated as the lease gut dumping site is on 604 west of camp. Go all the way to the railroad tracks on the left.

Off Season: End of deer season through Sept. 1st.

Season: Opening day of bow season (per TPWD) through Jan. 31st for doe and last Sunday of Feb. for bucks.

Basic Camp Fee per member: Electricity: 30 Amp-$250/50 amp-$400, Camper: $200 per camper.

Suspension: Means loss of all use of the lease for the specified time of suspension unless stated otherwise in the harvest rules.

Lease staff:

Lease Holder Chuck Cobb 409-853-2252

Sr. Manager David Gray 832-656-4847

Manager Josh Cobb 409-988-2899

Any reference to lease staff in this document refers to these individuals. If Chuck Cobb is not present, the manager on duty is in charge of the lease and will make the decision for any issues that come up. Lease staff responsibilities include, but are not limited to, making sure all lease rules and bylaws are followed, checking in animals harvested by members, ensuring jaw bones are aged properly, the harvest logs and forms are filled out properly, and proper photographs are taken of each animal. They will also be checking stand sites to ensure no trash is left in the woods, assisting in keeping the utilities in camp in working order, etc. Per the Management Company…No member will call or contact the Management Company staff or the Wildlife Biologist. These people deal with **THE LEASE HOLDER ONLY**, not members of hunting clubs.

Hunting on this lease is by invitation only. Each member must be invited back to the lease each year to be a member.

**LEASE FEES:** The annual lease dues vary each year and is in addition to the camper/electric fee. A $700.00 deposit is due January 15th with the remaining balance due by the 2nd work weekend. A paid membership includes 2 stands, 1 campsite that has running water, electricity, and sewer hookup. Each lease year will run from March 1st through the last Sunday of Feb. See hunting/harvest section for allowable harvest.

**Mowing fee**-$100.00 tractor/fuel cost **for each** stand site (if applicable). Mowing fees are due by July 15th to be placed on the mowing list. **ALL STAND SITES WILL BE MOWED EVERY YEAR.** If you do not pay the mowing fee, you will be responsible for mowing your stand sites.

**NOTE:** If, for whatever reason (weather, time, etc.) we are not able to mow your stand, a note will be made in your file and your mowing fee will be carried over to next season and you will not be charged.

**Stand moving fee**-$80.00 charge **per stand** for moving stands with the tractor. This means 1 trip. Have your ladder disassembled prior to move. If at all possible, the member will be present to assist. If you are not able to be there, remember...lease staff will make every effort to move the stand without causing damage but, the **lease staff is not responsible for damage caused by moving your stand.**

**Recovery fee**-$40.00 to use lease equipment to recover your truck/ATV if you get stuck, run out of gas, break down, etc. If another member uses their equipment to get you out you should pay them for their time/fuel. This is due at the time of the recovery.

**Late fee**-$60.00 for not having any membership dues or mowing fees paid on time. Member will also be refused use of the lease until all fees/dues are paid. Failure to pay lease dues on time may result in losing your spot in seniority on the membership list. Any member becoming 2 weeks late on their dues may be dropped from the lease roster.

All lease fees will be paid by cash, check, cashier check, money order, or **GIFT (friend/family)** on PayPal, or Venmo.

My PayPal is my email: CEC304@GMAIL.COM. My Venmo is: @Chuck-Cobb-1.

If the member pays by PayPal and, for any reason, there is fee charged, the fee will be added to the amount owed by the member. To avoid these fees only use a debit card or bank account to pay with PayPal. **Using a credit card will automatically incur these fees.** A receipt will be issued to the member at time of payment. If dues are sent by mail the **check will be made payable to Chuck Cobb** & mailed to:

Chuck Cobb

4078 Tin Top Arena Rd.

Orange, Tx. 77632

**NOTE:** If you decide to send your payment by mail, it must be received by me **by the due date, not postmarked by the due date.** If you pay by personal check and your check is returned for any reason, **I will not accept personal checks from you again and a $50.00 returned check fee will be owed.** If this causes your payment to be late, the late fee may also be applied.

**\*\*\*\*ALL FEES/DUES/FINES ARE NON-REFUNDABLE\*\*\*\***

**BYLAW/RULE CHANGES:** Chuck Cobb may, at any time, change, modify, delete, or add to these bylaws without notice to the membership or approval of the membership when it comes to 5C HUNTING CLUB liability issues, funding issues, equipment issues or for the lease’s best interest. These bylaws will be posted on our web site www.5chuntingclub.com. Please familiarize yourself with them and look there for changes. Any bylaw/rule change will become effective immediately unless otherwise noted.

**ANNUAL MEETING/WORK WEEKENDS:** There will be a mandatory meeting of all the members on the 2nd Saturday of September of each year. This September meeting is very important as we will update members on all lease business, rule/bylaw changes, and updated deer harvesting information for the upcoming season. We will also go over tagging & weighing requirements. No lease member will be allowed use of the lease without the information from this meeting. It is the member’s responsibility to obtain the meeting information.

There will be 2 work weekends each year. These are generally toward the end of March and April and will be announced when deposits are paid in January. Members are **REQUIRED TO ATTEND ONE** of these work weekends and work both full days. ***If a member fails to attend at least one of these work weekends or make up the weekend, a $200.00 fine will be imposed.***

**LIABILITY WAIVER:** All Members will be required to sign the liability/release waiver every year when they pay their dues. Members are required to ensure that their guest have a signed liability/release waiver on file. **Members not having a guest sign a waiver will be ask to leave the lease and not return.** If no staff members are available, the member will call Chuck Cobb or David Gray for the location to retrieve the blank waiver/release form. The original waiver/release document will be properly filled out, signed by all parties and dropped in the mail slot in the cook shack.

**HUNTING/HARVEST:**

**All TPWD laws will be followed on this lease**. Any violation of Texas State Law will result in the Game Warden being called. If you receive a ticket from the Game Warden you may be subject to a suspension, lease fine, or membership termination.

***Hunter observation sheets and harvest documentation are a requirement on this lease. Failure to complete these forms as instructed will result in a suspension.***

**Members should not do anything to interrupt a fellow member’s hunt on this lease.**

The interruptions include but not limited to, going to your stand late, leaving early, using the rifle range, or making excessive noise. Any member caught driving on the lease around another member’s deer stand, feeder, or stand area without permission during deer season is subject to a 7-day suspension 1st time and 14- day suspension per occurrence afterwards. This will be considered roaming, joy riding and will not be tolerated.

No hunter under the age of 16 may hunt alone in a stand. All youth must demonstrate knowledge of what to look for in aging live deer before hunting alone. This decision is made by Chuck Cobb and is final.

There will be no “stalking” or hunting on foot on this lease. All deer hunting/harvest is to be done from a stand/blind.

**PROTEIN FEEDING:** Every member is **highly encouraged** to maintain a gravity style protein feeder at 1 of their stand sites from January through August. During this time, our does are pregnant and bucks are worn down from the rut. The additional protein is a huge benefit to their health during this time. Either protein pellets or a roasted soybean/corn mix has been successful in the past. **This is something we can all do that is a direct benefit to the health of our deer herd!**

**STANDS:** \*\*violation of community stand rules (posted in kitchen) will result in a 30 day suspension\*\*

Member will be allowed 2 reserved stand sites (1 high line stand per member). Stands on a road, right of way, or clear cut will be elevated a minimum of 4 foot off the ground. Stands on a road, right of way will be a minimum of 500 yards apart. Stands in a wooded area or clear cut will be a minimum of 400 yards apart. All distances are measured from the actual stand either by laser range finder or by a spot on Google Maps. **Stands/feeders will be in place and all stand/site work will be completed by September 1st.**

All stands will be marked on the lease map. This will be done by GPS coordinate, or by a screen shot of a pin dropped on Google Maps. The spot on the map will be the exact location of the stand itself.

All stands/feeders will have the members name stenciled on it. The size and color should be visible when someone comes upon the stand.

**Any member caught hunting another member’s stand/stand site or tampering with their feeders, cameras, etc. without consent of that member will have their membership terminated immediately.**

**STAND SITE SELECTION:** New members will have the choice of which stand sites are available at the time they get on the lease. Once a stand site is chosen by a member, it is their site until they give it up or get off the lease. Changing stand sites is done by seniority. At the top of the seniority list is the senior manager. From there it works its way down through the managers, the most senior member, and down to newest member. Your member number is your number on the seniority list. I will send out an email at the end of season for anyone wanting to get on the stand move list. **Members may only move 1 stand per year.**

**HUNTING TIMES:** Morning hunts: Hunters must be on the stand 1 hour before sunrise and stay until **9:00 a.m.**

Evening hunts: Hunters should be on the stand by **3:00 p.m.** (4:00 p.m. before time change) and remain until **30 minutes after sunset.**

**DEER HARVEST:** Deer harvest is set each year by the wildlife biologist. The biologist uses information from hunter observation sheets, harvest logs, spotlight surveys, and camera surveys to determine the number of animals which need to be harvested on our property. We are issued a set number of buck tags and antlerless tags. From opening of season until mid-November each member is allowed 1 buck and 1 doe. Around mid-November, Chuck Cobb will determine if and when to open up the rest of the tags so members may harvest another buck or doe. Unless we are having a high doe harvest year, you will usually have a chance for a 2nd doe and possibly a 2nd buck.

**Bucks:** All bucks on this lease must be at least **4.5 years old** as determined by jaw bone aging, or 3.5 years-old and meet the antler criteria set by the lease. Every hunter is **solely responsible** for any animal that they choose to pull the trigger on. A good rule of thumb is if you are not 100% sure…let it walk! Every effort should be made to familiarize yourself with how to age deer on the hoof. The use of game cameras is highly encouraged. This gives each hunter a chance to closely examine pictures of various deer and get a feel for their body characteristics.

**The penalty for harvesting a buck that does not meet our harvest guidelines is as follows:**

This is a progressive penalty system with a "3 strikes you're out rule":

1st offense:

3.5-year-old buck - $250 fine and a 30 day suspension on any deer harvest.

2.5-year-old buck or younger (including nubbin buck) - $500 fine and 60 day suspension on any deer harvest.

2nd offense:

3.5-year-old buck - $500 fine and a 60 day suspension on any deer harvest.

2.5-year-old buck or younger (including nubbin buck) - $1000 fine and 120 day loss of lease use suspension.

3rd offense: any buck under 4.5 years old - membership termination.

There is a 5-year redemption period for each violation. For each 5 years with no harvest violation, 1 violation will be removed from that member’s file.

**\*\*Suspensions will only be served during open deer season and will not affect hog hunting or member activities during the off season. Suspensions will roll over to the following season if not fully served during the current season.**

If a harvest violation fine is assessed against a member, that member **will not** be able to harvest a 2nd buck that season. Member will be denied all use of the lease until the fine is paid in full.

**Management Buck:** Any 4.5-year-old buck that is under 110”.

Any member that harvests a management buck **BEFORE** a trophy buck will not be bound by the “1 buck rule” prior to tags being opened up in mid-November. If a member’s first buck of the season is a trophy buck, that member cannot harvest another buck until the tags are opened up. Under no circumstances may a member harvest more than 2 bucks in one season.

**Does:** There are no restrictions on the age or weight of does. **Remember: To avoid accidentally shooting a nubbin buck or a spike…never ever shoot a lone doe.** Wait until there are multiple does out then shoot one of the bigger ones.

**If a member or guest fires a shot at any animal, the member must immediately notify the manager on duty.** If the deer ran off, lease staff will come to the site and assist in trailing the animal. Lease staff will assist in determining if the shot was a hit or miss. If it was found to be a hit (by locating blood, meat, etc.) and the deer is not recovered, **it is considered a harvest and the harvest is removed from the member’s quota of deer for the year**.

**Tracking Dogs:** If a deer is wounded (blood/meat located after being shot) **EVERY EFFORT WILL BE MADE TO CONTACT A TRACKING DOG HANDLER.** There are phone numbers on the kitchen board. The cost for this service **will be the responsibility of the hunter**. **Lease staff will be notified if a dog handler is utilized and of the results of the tracking efforts…NO EXCEPTIONS!**

Failure to report a deer not found due to the above circumstances, or lying about the lost deer being a buck or doe, will cause for membership termination. If a hunter misses an animal, they should get with a staff member and go the range and check to ensure that the weapon is sighted in correctly. If a member is continuously missing shots at animals, at Chuck Cobb’s discretion, the member may be required to demonstrate efficiency with the hunting rifle before being allowed to continue hunting.

**TAGGING OF DEER: \*\*NO HARVESTED DEER WILL LEAVE LEASE PROPERTY UNTIL THE FOLLOWING STEPS ARE COMPLETE\*\***

Every deer harvested on this property must be transported directly to the camp area and tagged with a MLDP tag. As a MLDP-CONSERVATION (formerly MLDIII) lease we only tag deer using the MLDP tags provided by the Wildlife Biologist. Members **do not** tag a deer with the tag off of their hunting license or record the harvest on the back of their hunting license. Once the deer has tagged, it will be weighed and the “live weight” recorded on the lease harvest log. The deer can then be skinned and quartered. Once this is done and the head removed, 2 pictures of the deer head are required. **1 frontal and 1 side** view of the head, including the full rack if a buck, will be taken and forwarded to Chuck Cobb. At least 1 side of the jawbone will then be removed from the head and a jawbone tag attached in the approved manner. **Make sure you do not damage any teeth.** The lease harvest log will then be properly completed. The jawbone will then be placed in the jawbone basket for the biologist. **Taxidermist:** If a member harvests a buck that they are going to bring to a taxidermist **for a shoulder mount**, the member has 2 weeks to bring the jawbone back to the lease. Once it is brought back it will be aged by a staff member and placed in the jawbone basket for the biologist. European mounts do not require the lower jaw to be intact.

Members shall pressure wash all meat, tendons, and blood off the jawbones before they are placed in the jawbone basket. Failure to do this creates maggots and an unpleasant odor around the skinning rack.

**Hogs:** Hogs may be hunted year-round day or night. During season, please limit hunting to your stand site, major roads, or highline. If you plan to night hunt during deer season, please be courteous about not disturbing other members stand sites during the night. Please add hog kills to the total on the dry erase board in the kitchen. Members are encouraged to shoot every hog that they see. The lease maintains several hog traps in various areas of the property. If you want to use a hog trap, please be prepared to provide the corn and possibly a charged battery for the feeder. **If you set a hog trap, you are responsible for making sure the trap door is pinned open before you leave the lease.** Anyone who leaves the lease and leaves a hog trap set will be subject to a 14 day suspension. It is unethical and illegal to leave an animal in a trap to die of starvation/dehydration. Please notify staff of any repairs needed.

**PREDATOR/VARMINT:** Harvest of predators is encouraged. Again, during season please be courteous of other members hunting areas. During season only hunt around your stand site. No member will bait an area or use a predator call during deer season if it interrupts another member hunting. Check with Chuck Cobb prior to doing this during season.

**TURKEY:** Turkey hunting is allowed during spring season only in Jasper County.

**SQUIRREL/BIRD/DUCK:** There will be no squirrel, dove, or duck hunting allowed on this lease. Our extended hunting season prohibits this. This is a managed deer lease. The only exception to this is spring squirrel season. During the spring squirrel season, you may hunt around your stand site only unless you have permission from another member to hunt around their stand.

**ROAD HUNTING:** During the off-season members may hunt hogs and predators from lease roads and high line areas as long as it does not interfere with other members stand.

**SKINNING RACK:** The skinning rack is the **only** place that members are allowed to process harvested animals. The skinning rack is also the **only designated tagging location** under our management plan with the Wildlife Biologist and TPWD. The skinning rack is lighted, has running water, a pressure washer, and multiple gut buckets. Members will use the pressure washer to clean the concrete, tables, and gut buckets after every use. **EVERY MEMBER WHO CLEANS AN ANIMAL WILL TRANSPORT THE GUTS TO THE GUT PILE AND PRESSURE WASH THE GUT BUCKET. ANY MEMBER WHO IS CAUGHT LEAVING HIDES, GUTS, OR ANY ANIMAL PART AT THE SKINNING RACK, OR FAILS TO PRESSURE WASH THE GUT BUCKET AFTER CLEANING AN ANIMAL WILL BE FINED $60.00.** When someone forgets to dump the gut bucket, it creates maggots and attracts varmints. It also creates a terrible smell for the members who have their camper near the skinning rack.

**MEMBER CONDUCT:**

**UNDER NO CIRCUMSTANCES WILL A MEMBER CUT DOWN A PINE TREE.** You may trim the limbs on a pine tree when trimming your shooting lanes but **DO NOT** top out, cut, or otherwise reduce the height of a pine tree. No member or guest will cut any trees down, nail on trees, or fasten screws to any tree. No Member will cut a new lane, road or trail on this lease without Chuck Cobb’s permission. **Any fine or bill for damaged trees will be the responsibility of the member**

**CAMPSITE: No loud music/noise after 10:00 pm.** Each campsite will be maintained and clean. No trash or litter will be tolerated around campsites or stand sites. Each member will make an effort to keep the area around their camper mowed year-round. When you leave the lease all electrical connections to campers will be turned off/disconnected. **Any member found leaving their camper electric connected after they depart the lease (during the off-season) will be fined $60.00 and the camper electric cord will be disconnected from the outlet. A $60.00 fine will also be assessed if your water connection is left on after you depart the lease.** Camper water hoses can rupture from constant pressure, or you could develop a leak in the camper. This could cause the water tank to be depleted and water pump damaged before the leak is discovered.

I urge everyone to use their propane furnace in their campers for heating. If you have to use an electric heater please keep it to a minimum.

There is a 600 lbs. ice machine for members use only. The main purpose is for the icing of harvested game. Please be considerate. If there have been several animals harvested, allow the ice machine to refill before taking ice for non-game animal uses.

There is a trash dumpster located inside the front gate. This dumpster is paid for by the lease and is for lease trash only.

**DO NOT** use items that don’t belong to you without the owner’s consent. There have been issues in the past with tools not being returned, gas being used out of other people’s gas cans, etc.

There is a fire pit near the camp kitchen. This is the only authorized camp fire location.

**ALCOHOL/DRUG USE: ABSOLUTELY NO ILLEGAL/RECREATIONAL DRUG USE ALLOWED.** There is no leniency on this issue. Alcohol is allowed in moderation in the camp area. At no time will a member be allowed to go hunting while under the influence of alcohol or prescription medication that affects judgement (pain meds, muscle relaxers, etc.). ***GUNS AND ALCOHOL DO NOT MIX!*** No member will become intoxicated to the point that they become a danger to themselves or others. This is a family lease with wives and children present. Drunken behavior will not be tolerated.

**ALTERCATIONS BETWEEN MEMBERS:** At no time will a member use profanity or physical violence toward a Staff Member or other member of the lease. If there is a disagreement that members cannot work out, bring it to one of the lease staff.

**GUEST:** \*\*\****Guests are not allowed to harvest a buck*\*\*\***

If a member brings a guest, that member is solely responsible for the guests conduct and harvest. During season, 1 guest at a time is allowed to hunt after November 15th. Guests may only harvest 1 doe (off the member’s quota) and unlimited hogs. During the off season, guests may harvest unlimited hogs. While on the lease guests must remain with the member unless on the stand. The member **WILL** be penalized for allowing a member to kill a buck. Penalty may range from suspension to termination and is decided by management.

**CHILDREN:** When a member brings a youth to the lease, it is the responsibility of the member to supervise and entertain the child. Don’t leave young children unattended anywhere at any time.

**SIGN IN SHEET: All members must sign IN & OUT on the sign in sheet at the camp kitchen. T**his is primarily for safety issues. The sign in sheet in the kitchen lets members and staff know who is present at the lease. **There will be no exception of filling out the sign in sheet when arriving or departing the lease.** When signing in you must enter the pounds of feed you bring to fill your feeders. All members must do this. These records are reported to the biologist as part of our management program.

**LEASE MAP/MAGNET BOARD:** Each member will have a magnet with their corresponding member number on it. Any time you, a member of your family, or your guest go to a stand you are required to place your magnet on your stand site. As soon as you return, the 1st thing you are required to do is come to the kitchen, remove your magnet from the map board, and complete your observation sheet. The lets other members know where you are hunting. Members are required to choose a route to their stand that affects the fewest hunters possible. No member will arrive at the lease and go directly to a stand to hunt without passing through the main camp first, signing in at the kitchen, and placing their magnet on the lease map of your hunting location on the lease.

**ATV/UTV/4 WHEEL DRIVE USAGE:** The speed limit for **ALL** vehicles in camp is **5 mph.** This applies to all roads within 200 yards of camp in any direction.

The destruction of trails/roads by vehicles is not permitted. This is a hunting lease, **NOT** an ATV park.

No one under the age of 15 is permitted to ride 4 wheelers/ATVs/UTVs unless under the direct supervision of an adult over the age of 18.

Joy riding, trail riding, exploring the lease is strictly prohibited from Sept. 1st through the end of season. Remember…the less traffic on the lease during this time the less pressured the deer feel. Other than feeding, checking cameras, lease staff performing lease maintenance, etc. travel on the lease will be restricted.

**WEAPONS: NO LOADED LONG GUNS IN THE CAMP AREA.** All weapons should not be loaded until you get in your stand and should be unloaded when you leave the stand. Handguns may be carried in a holster. **ANYONE CAUGHT TAKING A HANDGUN OUT OF A HOLSTER IN CAMP AND SHOWING IT AROUND WILL FACE A SUSPENSION.** If a member is showing someone a firearm it should be unloaded and shown at their camper. There will be no firing of weapons in the camp area**. NO ONE WILL HANDLE ANY TYPE OF FIREARM WHILE CONSUMING ALCOHOL (INCLUDING CARRYING A HANDGUN).** Any member found handling firearms or bows while intoxicated will have their membership terminated.

**SHOOTING RANGE:** This lease has a 200-yard firing range with a covered bench rest. The range is open during the off season. As a general rule the range is closed during season. It may be used to check weapons after a miss, after dropping a weapon, etc. but just remember…you are creating a disturbance around member’s stands by the firing of weapons so please keep it to a minimum during season.

Members are expected to supply their own targets and shooting equipment. There is a tool box with a lead sled and sand bags for members use. The upkeep of this range is all our responsibility. Please pick up your brass, ammo boxes, targets, and trash and put it in the garbage can. If you notice something in need of repair (targets stands, bench, chair, etc.) please notify lease staff. **SHOOTING SAFETY IS THE 1ST PRIORITY. ANYONE CAUGHT BEING UNSAFE ON THE RANGE WILL BE DENIED USE OF IT.**

***At no time will a member give any lock combination to a non-member.***

All members and guest will always **carry their cell phone at all times** while traveling on this lease for communication with staff members, members, welfare checks, etc.

If you are assessed a fine or owe fees or late penalties of any kind, you will be denied all lease privileges until all fines/fees are paid.

**REMOVAL OF PROPERTY:** Any member who does not renew their membership must have all stands, feeders, trailers, and personal property off of the lease by March 15th. Stands and feeders may be removed before Feb. 28th **only** if it does not interfere with other members hunting. Unless arrangements are made with Chuck Cobb, any property left on the lease after March 15th will be considered abandoned property and will be removed by lease staff.

If you are told to leave the lease permanently due to rules/bylaw violations, your property must be removed within 30 days. The removal of your property will be done in a manner as to not interfere with other members hunting. Any property not removed within 30 days will be considered abandoned and removed by lease staff.

At times the Management Company will come in and perform timber harvesting operations. When they do this, it is not uncommon for them to order all equipment removed from the area. This is common after they clear cut and are fixing to plant. Members should understand that if this occurs, they may have short notice to remove their stands/feeders. If they are unable to do this lease staff may have to perform the removal and the member will be charged the $80.00 stand moving fee for each stand. If this occurs, the member’s equipment will be stored near their camper/camp site.

**Tractor:** Only managers or members that are approved by Chuck Cobb may use the lease tractor. Anyone who is not proficient in the operation could cause injury to someone or cause expensive damage to the tractor or implements. Anyone caught on the tractor that is not approved by Chuck Cobb could be fined, suspended, or asked to leave the lease. Do not allow children to play on the tractor.

**DOGS:** At no time will any dog be used to hunt animals on this lease. Any dog over 15 lbs. will be kept on a leash in camp. A dog’s owner is responsible for any damage or injury by their animal. ***Vicious dogs are not allowed in camp.***

**Rule Enforcement Committee:** There will be a 4-person committee appointed by Chuck Cobb to address harvest rule violations, major rule violations, and any habitual violations. This committee will be given all evidence concerning the violation and make a decision as to what penalty should be assessed. Once the committee has reviewed the incident and come to a decision, Chuck Cobb will notify the member of the decision. This committee has the ability to use discretion concerning what penalty should be handed down.

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***If you are unsure of anything on this lease please ask a member of the lease staff. I would much rather you ask than to create a situation where I have to make a decision concerning possible rules violations.***

Assumption of Risks and Covenant Not to Bring Any Civil Litigation or To Sue

The State of Texas §

County of Jasper §

County of Newton §

Know all men by these Presents:

That I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, family, and minor children for and in consideration of being extended the privilege of using the 5C HUNTING CLUB Lease Land located in Jasper and Newton County Texas and/or other facility or motorized vehicles of the 5C HUNTING CLUB, whether as a member, guest, participator, visitor, bystander or spectator, or any other reason for my presence and participation of activities at 5C HUNTING CLUB Leased Land, have prior and said date executed will assume and hereby do assume all risks of injury to my person and damage or loss of property in my possession arising out of or in any way incident to the above mentioned 5C HUNTING CLUB Leased land, facilities, or activities, and that I, the undersigned, for the above mentioned consideration have covenanted and hereby do covenant never to sue or bring any legal equitable action in any court whatsoever against the 5C HUNTING CLUB, 5C HUNTING CLUB Staff, Charles E. Cobb, Charlotte J. Cobb, The owners of the leased land, American Forest Management Company, American Forest Management Employees, or any of 5C HUNTING CLUB Members Or Guest for any such injury, damage or loss that may occur. This document will remain on file and in effect so long as the signer is a member or guest with 5C HUNTING CLUB. No other document or documents will be required as a Waiver/release for 5C HUNTING CLUB or its members as to action of civil litigations. My signature on this document also affirms that I have read and understand all bylaws and rules of 5C HUNTING CLUB. I will accept and comply with these bylaws and rules as a member or guest on the lease. The signing of this waiver once is considered to cover anytime you’re on the lease after your signature on this document or until you ask for document to be canceled without pending litigation where this document would apply.

List Spouse &Minor Children Names included in this release \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Member’s Signature, Print Member’s Name, & Texas Driver’s License or ID #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Members Phone # & Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Members Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Member Emergency Contact and phone # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Witness Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone# and Texas Driver’s License or ID # of Witness\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Executed This Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RELEASE, HOLD HARMLESS & INDEMNIFICATION

In exchange for the right to hunt on the property of 5C Hunting Club (hereafter referred to as Lease Holder), located at 1030 CR 607 Kirbyville, Jasper County, Texas, located in Jasper and Newton Counties Texas, the Lease Member agrees to the following:

Lease Member waives for his or her executors, administrators, assignees or heirs, any and all rights and claims for damages, losses, demands and any other actions whatsoever, which he or she, individually or in solido, may have or which may arise against Lease Holder, and any of his or her heirs, employees, directors, officers or agents, including but not limited to any and all injuries, damages or illnesses suffered by Lease Member and/or Lease Member's property, which may, in any way whatsoever, arise out of, be related to or be connected with hunting or in any way connected with his or her presence on the property of Lease Holder. Lease Member on behalf of himself or herself and his or her executors, administrators, assignees or heirs, here by expressly release Lease Holder and any of his or her heirs, employees, directors, officers or agents from any and all such claims.

Lease Member hereby expressly assumes the risk of entering the land of Lease Holder and of taking part in activities relating to hunting/fishing on the land of Lease Holder which include, but are not limited to, the discharge of firearms and the firing of live ammunition and use of and presence on the land of Lease Holder.

Lease Member agrees to indemnify, hold harmless and defend Lease Holder and any of his or her heirs, employees, directors, officers or agents from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to or connected with the discharge of firearms, use of and presence on land of the Lease Holder. And should any such claim, demand or lawsuit arise or be asserted in any way whatsoever related thereto, whether arising under the laws of the United States, any state, or under any theory of law or equity, Lease Member will indemnify, hold harmless and defend Lease Holder and any of his or her heirs, employees, directors, officers or agents, from any and all costs, expenses or liability including, but not limited to, the cost of any settlement or judgment made or rendered against Lease Holder and any of his or her heirs, employees, directors, officers or agents, whether individually, jointly, or in solido with Lease Member, together with all costs of court and other costs or expenses incurred in connection with any such claim, demand or lawsuit, including attorney's fees.

Lease Member further more hereby acknowledges and agrees that he or she has read, understands and will at all times abide by this agreement. This instrument binds Lease Member and his or her executors, administrators, assignees or heirs.

 LEASE MEMBER: LEASE HOLDER

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 Signature Signature

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Print Name Print Name

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