

## **TERMS AND CONDITIONS AGREEMENT**

This Terms and Conditions Agreement ("Agreement") is made between 3V Outfitting LLC. ("3V") and the hunter ("Hunter") identified below.

### **In General**

3V will use its best efforts and abilities to provide Hunter with quality guidance and outfitting services. 3V does not and cannot guarantee good weather or a successful kill of game, nor that the hunter will kill a trophy animal. Hunter is obligated to make reasonable attempts to track all wounded animals and complete the hunt. Neither the weather nor the results of the hunt are guaranteed, and Hunter acknowledges and accepts these terms. Hunter shall abide by all reasonable rules and safety instructions given by 3V as well as all applicable state and federal laws at all times, and will not engage in any conduct which may subject 3V to investigation, criminal prosecution or civil liability.

3V reserves the right to publish any and all photos and/or videos of animals taken by Hunter who expressly consents to the same without license or compensation for the same. At its discretion, 3V reserves the right to obtain one (1) replica of any animal taken by its contracted Hunter.

### **Payments and Deposits.**

**Hunts booked by deposit require balance to be paid no later than 7 days prior to the start date of the hunt.** Hunters will not be allowed to hunt until deposit has been received by 3V (**NO EXCEPTIONS WILL BE MADE**). If a hunt is booked less than 7 days prior to the start date of the hunt, Hunter agrees to pay 3V the full price of the hunt in advance before Hunter is allowed to hunt.

### **Force Majeure and Cancellation Policy.**

Any prevention, delay or stoppage due to acts of God, inclement weather, catastrophes, strikes, lockouts, disputes, governmental restrictions, regulations, controls, judicial orders, enemy or hostile governmental action, war, acts of terrorism, civil commotion, insurrection, fire or other casualty, pandemics, and other causes beyond the reasonable control of 3V which shall significantly interfere with 3V's obligation to perform under this Agreement shall excuse the non-performance by 3V for a period equal to any such prevention, delay or stoppage. If at any time a hunt becomes unavailable due to any of the above conditions, Hunter shall receive full refund for monies paid to 3V. 3V reserves the right to cancel hunts at any time. Although 3V tries not to cancel hunts, factors such as weather, unsafe conditions and other issues can arise that make it difficult or impossible to conduct the hunt. In the unlikely event a hunt must be cancelled, 3V will provide Hunter with full refund of the deposit monies paid to 3V.

Hunts that were booked more than 7 days prior to the start date of their hunt can be cancelled and receive a full refund of their deposit if the hunt is cancelled more than 48 hours before the start date of the hunt. Hunter may also attempt to reschedule the hunt for the current season, space permitting. However, if Hunter cancels or fails to reschedule with 3V less than 48 hours prior to the start date of the hunt, Hunter will forfeit the entire deposit. Hunters that scheduled hunts with 3V less than 7 days before the start date of their hunt automatically lose the right to receive their payments back from 3V if the Hunter is the party cancelling the hunt.

### **Fees and Expenses.**

All hunts include one-on-one guidance, unless otherwise specified in the Agreement. The hunts include snacks and beverages. Lodging in a ranch bunkhouse, if needed, is provided for a nightly fee. Firearms and ammunition, if needed, can be rented from 3V for a fee. Care of trophies including capping of heads, and transportation to the meat processor is also provided for a fee. Hunts do not include license fees, meat processing, taxidermy, alcohol, or transportation to the ranch. A complete list of hunting, lodging and additional fees is listed in Exhibit A

### **Assumption of Risk and Limitations of Liability.**

Hunter acknowledges that hunting involves inherently dangerous activities whose hazards can be reasonably limited through strict adherence to safety rules and the application of common sense, but never eliminated. Hunting involves: (1) use of deadly weapons, such as firearms and bows; (2) potential encounters with undomesticated and dangerous animals, including prey, poisonous snakes; and spiders, whose behavior cannot be controlled or predicted in advance, yet may pose a danger to life and limb; (3) interaction with other people with varying levels of knowledge, experience, common sense, safety consciousness, morality, and criminal conduct; (4) exposure to inclement weather conditions, including without rains, winds, floods, storms, snow, ice and lightning. Hunter is encouraged to conduct his/her own research, educate him/herself about the local conditions and safety precautions.

Hunter acknowledges the inherent risks of death, catastrophic injuries, serious debilitating injuries, and significant property damage that could be suffered by Hunter and Hunter's party as a result of any of the above inherently dangerous activities. Hunter voluntarily, knowingly, and intelligently elects to accept any and all risks posed by the above inherently dangerous activities, and, by signing this document, hereby irrevocably releases, discharges, waives, forgives, acquits, covenants not to sue, and holds harmless 3V against any and all deaths, personal injuries, property damages of any nature, claims or losses arising from, or incurred, during all activities connected with 3V, including without limitation, direct, indirect, and consequential damages or injuries, as a direct or indirect result of the inherent risks, whether caused or contributed to by the intentional, reckless, grossly negligent or negligent actions or omissions of any third parties, whether based upon tort or contract law or any other legal theories whatsoever, even if the possibility of such injuries and damages was brought to the attention of 3V or they were deemed to have been foreseeable. It is the intention of both 3V and Hunter that this Agreement will be effective as a bar to all lawsuits and claims of whatsoever character, nature, and kind, known or unknown, claimed or concealed, all of which shall be forever barred, which includes all matters which any

of the Parties do not know of or suspect to exist, whether through ignorance, oversight, error, negligence, concealment, fraud or otherwise, and which, if known, would materially affect the decision to enter into this Agreement.

This Agreement, the rights, duties, and obligations of the Parties hereto, including assumption of risk and limitations of liability, shall be governed, construed, interpreted, and enforced in accordance with the laws of the State of Texas, and shall be deemed to have been entered into and performed in the State of Texas, excluding conflicts of laws principles. In the event that, despite the above, the limitations of liability are not valid or enforceable in Hunter's state of citizenship or in the situs where the injuries or damages occurred, then to the greatest extent allowable by applicable law and forum, Hunter irrevocably covenants not to assert any legal claims, theories or limitations of liability that provide 3V with lesser legal protections than those afforded by Texas law. In the event that liability ceilings are not valid or enforceable in Hunter's state of citizenship or in the situs where the injuries or damages occurred, then 3V's maximum legal liability, under any legal theory whatsoever, shall be limited to the total compensation actually received by 3V from Hunter for the services rendered by 3V hereunder.

**Miscellaneous.**

This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, supersedes all existing agreements between them concerning such subject matter, and may be modified only by a written instrument duly executed by all Parties. All legal disputes shall be resolved only in the Tarrant County Superior Court. The Parties each waive their respective rights to a trial by jury of any contract or tort claim or any cause of action brought by either of them arising out of or in any way connected to this Agreement. The prevailing party in any legal dispute shall be entitled to reimbursement of its actually-incurred attorneys' fees and costs. This Agreement shall be binding upon 3V and Hunter, including all agents, representatives, attorneys, attorneys-in-fact, assigns, heirs, beneficiaries, executors, administrators, owners, members, shareholders, officers, directors, employees, independent contractors, instructors, guides, assigns, successors in interest, and next of kin to any of the above. The language in this Agreement shall be construed according to its fair meaning, and not strictly for or against any of the Parties hereto and there shall be no presumption against any Party who was responsible for drafting this Agreement or any part thereof. The failure of any Party hereto at any time to enforce performance by the other Party of any provision of this Agreement shall in no way affect such Party's rights thereafter to enforce the same, nor shall the waiver by either Party of any breach of any provision hereof be deemed to be a waiver of any other breach of the same or any other provision hereof. If any provision or portion of a provision of this Agreement or any application to any Party or circumstances shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall nevertheless remain in full force and effect to the fullest extent permitted by law.

I have read and agree to the above terms and conditions:

## **Hunt Cost and Details**

**First Name**

**Last Name**

**MI**

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**DATE OF HUNT:**

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**TYPE OF HUNT:**

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**DEPOSIT/PAID:**

**BALANCE DUE:**

**ALL LICENSING FEES PAID BY HUNTER**

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***3V Outfitting LLC accepts deposits via check or Venmo.***

***If paying by check please send tracking number to hunt manager and mail check with a copy of the contract to:***

***Douglas Horton: 1501 Alta Dr. Fort Worth, TX 76107***

***Please make checks payable to: 3V Outfitting LLC.***



## Hunt Information Sheet

Where we are located- We will be hunting at the Strawn Valley Ranch in Strawn, Texas. The ranch is conveniently located 1 hour west of Fort Worth. Take Interstate 20 west out of Fort Worth for 66 miles and exit to the north on Hwy 16 (exit 361). Go north on Hwy 16 for 3.5 miles and turn right on Davidson Cemetery. Head east for  $\frac{3}{4}$  of a mile and the ranch entrance is on the right.

What comes with every hunt- All hunts will include one to one guiding, snacks and beverages. Deer will be field dressed at the ranch and is optional if you would like to take the carcass and or head to your local processor or taxidermist. If you do not want the meat, it will be donated. Guns and ammo are not included so bring your own firearm. If you do not own a firearm we will provide you with one but will come with a fee of \$100.

A deposit of %50 will be required at booking and shall be delivered to 3V Outfitting LLC no later than 3 weeks prior to the hunt date. The remaining balance will be calculated after the hunt and payable before departing the ranch. If it is necessary for the hunter to cancel the hunt, 3V requires 48 hours notice in order to get a full refund. If the hunt is canceled by the hunter less than 48 hours prior to the hunt,

### **Arrival/Rules-**

When you arrive at the ranch, your guide will show you to the bunkhouse we have prepared for your stay. You will unload your firearms and put them in the safe closet until it is time to hunt. All guns must be unloaded (bolts open or magazines removed) before and after the hunt. Treat every gun like it's loaded and do not point your gun at anyone. Chamber your bullet when the guide gives you the green light to do so when you are in the stand.

### **What a day looks like**

Morning hunt- Plan to get up early! Your guide will take you out to your stand an hour and a half before sunrise and will be with you the entire time to help you age and score the deer in the field so that you harvest the appropriate deer to meet your needs. After the morning hunt is over, your guide will head back to the bunkhouse dining room to talk about your hunt and make a plan for the afternoon hunt, should the morning hunt prove unsuccessful.

Lunch- There will be snacks at the bunkhouse, but if you want a big lunch, there are 5 restaurants in the Strawn/Thurber/Mingus area that provide great home cooked meals. There are multiple activities to do while waiting for the evening hunt such as fishing or a side by side tour of the ranch.

Evening hunt- Your afternoon will begin about 3:30 and your guide will take you back out to the stand. For those who do not like to sit in stands, spot and stalk opportunities are available at the discretion of your guide. Safety is paramount and depending on the number of hunters present, it may not be safe to be out of the blind.

When you kill- After you have harvested your buck/doe, we will take them to our facility where we can hang them, gut them and cut any kind of meat out that you would like. If you just want them gutted that is perfectly fine. There are two local taxidermy/meat processors in the area if you do not have one of your own. Bucks will be scored at this time and final payment will be calculated and due before departure from the ranch.

Douglas Horton  
7799 Barber Ranch Road ,76126 Fort Worth, TX  
817-584-1051  
3voutfitting@gmail.com

**Hunting/Fishing Liability Release Form**

I \_\_\_\_\_ in signing this form, agree to release the Landowner, Lease Holder, Employees of the Landowner/Lease Holder, and their Heirs, from any and all liability for personal injury, property damage, and or the loss of life resulting from any activities, I, or any other person may engage in while a guest on the Property. I am aware that the discharge of weapons is an inherently dangerous activity and I will be held personally responsible for the actions of myself and any other person for whom I am responsible. This includes, but is not limited to, any Children or Adults I may escort onto the property with or without the permission of the Land Owner or Lease holder.

I am aware that this land or property is used or may be used for Agricultural purposes and I am required to consider the safety of Persons, Livestock, Machinery, Structures, and that of other surrounding areas on or adjacent to this property before discharging a weapon or engaging in any activity that may put any of the aforementioned property or persons at risk of any damage, injury, or death.

In addition to the above I also agree to the following:

1. I agree to abide by any and all game laws of the state.
2. I agree that the Land Owner, Lease Holder, or Employees of the Land Owner or Lease Holder may approach me or any other person in my presence to verify that I am adhering to all Game Laws of the State or any other Restrictions, Rules, Conditions, or Instructions given to me in writing or verbally by the Land Owner, Lease Holder, or their Employees.
3. I agree that I will leave all gates, Cattle Crossings, and or Security Devices in the condition that I found them.
4. I agree to leave the property and notify the Land Owner, Lease Holder, and or their Employees, if I find anything that is unsafe or dangerous to myself, other persons, Livestock, or may cause any kind of property damage.

I also agree that the Rights and or Privileges to be present on this property given me by the Land Owner or Lease Holder, may be Revoked at any time by the Land Owner, Lease Holder, or their Employees, at any time, and for any reason, either verbally or in writing.

I agree that this Liability Release shall be in effect from \_\_\_\_\_ and shall remain in effect from this date until \_\_\_\_\_.

If any part of this form is found to be improper, I agree to the intent and purpose of this form. By my signature below, I bind my Family, Heirs, and all other interested persons acting on my behalf to the terms of this agreement.

Hunter's signature: \_\_\_\_\_

## Hunting packages/ Lowfence

### Package #1

#### **\$2975.00**

1 buck up to 140"—guides call on inches & age.

2 does.

Unlimited pigs & varmints.

A true cull can be added for **\$1,000** during the hunt-guides call.

Free lodging on the ranch/each person will have their own private bedroom & bathroom-up to 3 nights.

Meals not included- many restaurants close by in town.

Alcohol not included - bring whatever you desire/alcohol only back at the lodge/no alcohol during the hunt or in the field.

Snacks, drinks, coffee & water included.

1 on 1 guided over corn feeders with elevated stands.

### Package #2

#### **\$5975.00**

1 buck 140" to 160" —guides call on inches & age.

2 does.

Unlimited pigs & varmints.

A true cull can be added for **\$1,000** during the hunt-guides call.

Free lodging on the ranch/each person will have their own private bedroom & bathroom-up to 3 nights.

Meals not included- many restaurants close by in town.

Alcohol not included - bring whatever you desire/alcohol only back at the lodge/no alcohol during the hunt or in the field.

Snacks, drinks, coffee & water included.

1 on 1 guided over corn feeders with elevated stands.

\*A gun range on the ranch is available.

\*Free fishing in stock ponds and lakes included.

## Caddo Highfence Ranch

<b>Inches (Whitetail)</b>	<b>Price</b>
125-140	\$3,000.00
140-155	\$6,000.00
160-180	\$8,000.00
180-200	\$12,000.00
200+	\$15,000.00

### **Add On**

Cull/Management Buck	\$2,500.00
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### **Red Deer**

Management Stag (Under 300 in)	\$5,000.00
Trophy Stag (300+)	\$10,000.00
Hind/Female Red Deer	\$1,000.00

### **Fallow**

Bucks	\$5,000.00
Doe	\$1,000.00

### **Black Buck**

Bucks	\$4,000.00
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Doe \$1,000.00

**Axis**

Buck \$6,000.00

Doe \$1,000.00