

## Kansas Farmland Outfitters

6954 NW 110<sup>TH</sup> ST.

Potwin, KS. 67123

\*Kansas Farmland Outfitters Hunt Lease Agreement/Liability Release / Here after referred to by **KFO** and /or **Lessor**.

**THE FOLLOWING IS A LIABILITY RELEASE ALL CLIENTS MUST SIGN BEFORE BEGINNING THEIR HUNT WITH KFO. THIS DOCUMENT IS SIGNED IN CAMP BUT IS PROVIDED ON OUR WEBSITE TO GIVE HUNTERS AMPLE TIME TO STUDY THE DOCUMENT PRIOR TO ARRIVAL.**

Description of Desired Hunt\_\_\_\_\_.

This non-exclusive lease entered unto this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Kansas Farmland Outfitters Inc hereinafter called Lessor, and \_\_\_\_\_ Lessee (Despite the Lessee being the name of one individual each hunter that signs this release hereby recognizes the entire group is releasing KFO from suit and not just that particular person on the Lessee blank. For example if the Jones group has 3 hunters this release might say "Jones" in the blank of Lessee however the group hereby acknowledges on an individual basis they are waiving all rights to a liability suit no matter the circumstances which may occur. The Lessees, whether one or more, acknowledges the hunt or outing begins the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ends the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

### **Monies**

For and in consideration of the sum of \_\_\_\_\_ minus the deposit paid upon booking.  
Number of hunters in the hunt group include\_\_\_\_\_.

### **Review of Liability Waiver**

All individuals in the group and the group agree that have had ample time to read the lease and understand they are on an individual and on a group basis releasing any liability suit no matter what may happen as they each recognize and understand hunting may be a dangerous sport. By signing this document each individual hunter is agreeing they have had time to review document and does understand they are waiving all rights to a suit of any kind. Failure to read the document thoroughly is the sole duty of each individual and the responsibility of each individual as they agree with their signing. Parties agree that they have been exposed months in advance to the signing of the lease as it is located on the **KFO** website located at [www.KansasFarmlandOutfitters.com](http://www.KansasFarmlandOutfitters.com) All individuals recognize the signing of the following waiver waives all rights to a liability suit both on an individual basis and a group basis. All individuals agree they waive the right to any type of suit against **KFO**, its landowners, employees, lodge owners, and owners of **KFO**, no matter what scenario presents it-self. All individuals agree to waiving all rights to any suit of any kind against **KFO**, its landowners, and its owners. All parties of this agreement doth hereby agree and understand that Lessees encompass and include every person in a

hunt group and waive liability for each and every person in the hunt group, not just the "group leader". (An example would be if 4 hunters traveling and hunting together as a group sign this liability waiver, they are acknowledging that each individual is waiving all rights to a liability suit individually and as a group.)

## **A. GENERAL RIGHTS AND RESTRICTIONS**

1. Balance of hunt to be paid upon arrival minus any deposits or payments made prior to arrival.

2. The harvest lot for any animal taken shall be as stated:

**ARCHERY** - 1 buck (minimum 125 green score), 1 Doe per hunter for the published rate. \$500.00 dollar fine paid to Lessor of any buck less than 125 green score inches of gross score nature.

**FIREARM** - 1 buck (minimum 130 green score), 1 Doe per hunter for the published rate. \$500.00 dollar fine paid to Lessor of any buck less than 130 green score inches of gross score nature.

2. Any Lessees who is a minor shall at all times during a hunt be accompanied by an adult.

3. Lessees has been advised by Lessor and does hereby acknowledge that it shall be Lessee's responsibility to obtain his own hunting license, deer tags, duck stamps, both State and Federal, or any other license, tag, or stamp as required by the Department of Natural Resources or US Fish and Wildlife Service. Lessees understands that if they have questions in regard to hunting license, tag or stamp requirements that he can contact the Kansas Department of Natural Resources. Lessee acknowledges tags are not guaranteed.

4. Lessees have been advised by Lessor and acknowledges that this hunting lease does not permit him to harvest any animal, fish or game except as permitted by Kansas law.

**5. Lessees acknowledge, and understand that certain circumstances of nature, including but not limited to floods, snowstorms, Acts of God, etc, may result in restricted access to said lease area or areas and hereby agrees that Lessor has no liability in these said circumstances. Lessees further understand that he is hunting wild, free ranging animals and that no warranty either expressed or implied is made in regards to Lessees ability to successfully harvest and/or successfully retrieve a wounded animal.**

6. Lessees agrees he will not organize any deer drives.

7. Lessees agrees and recognize that if any member is "suspected" of illegal drug usage while in attendance at their hunt at **KFO** that person or persons doth hereby surrender their full hunt monies without refund, whether or not possession of illegal drug use is proven. It is totally up to the management of **KFO** to suspect and determine illegal drug use by a Lessee or Lessees and **KFO** can elect to suspend one or the entire entire hunt group from the premises without refund. Further, Lessees agree to waive all rights to a suit to recover any expenses lost as a result of such a revocation of hunt services by **KFO**.

## **B. LESSEE'S RIGHT AND DUTIES**

1. Lessees agrees they are knowledgeable in the field of hunting, woodsman ship, and firearms, tree stand usage. Lessees also agrees that they have been advised of the dangers associated with the use of deer stands, and deer steps.
2. Lessees acknowledge that they have been advised of the physical lease boundaries by the Lessor and that Lessees understand where the physical boundaries are located. Lessees will at all times remain on the Lease premises and will not hunt or venture upon lands not covered by the terms of this agreement.
3. Lessees shall at all times while occupying a deer stand wear a safety belt or harness to prevent falls. Harness's and belts are to be affixed to the tree prior to begin climbing up the tree towards the stand per ATA standards. This is a climbing belt to assure no falls occur. The client hereby agrees to use the harness in this manner as a fall restraint system.
4. Lessees agree to check in all harvested animals with KFO, and/or one of its authorized representatives.
5. Lessees agree to pay the landowner in full retail price of any livestock accidentally killed by him or her. Retail price to be determined by landowner.
6. Lessee agrees to keep an "upbeat spirit" during his or her outings wherein if the lessee verbally expresses discontent to other hunters in camp he or she is subject to banishment without refund. One hunter can ruin the entire mood of a camp therefore Lessee agrees to refrain from causing behavioral problems verbally and hereby agrees banishment without refund is subject to the discretion of KFO Owners and Managers.

## **C. HERO PHOTOGRAPH AND RIGHTS TO HERO PHOTOGRAPHS**

1. Lessor reserves the right to use any of Lessee's harvested deer as a promotion for Lessor's business. This right shall include but not be limited to pictures, publications, articles, advertisements nor any other promotional device used by Lessor in promoting Lessor's business.

## **D. TRIP CANCELLATION/ASSIGNMENT**

1. If Lessees of a reserved permit hunt must cancel his reservations for any reason, his deposit and/or account balance may be transferred to another available hunt for up to two years. All deposits are non-refundable unless documented medical emergency occur, after which KFO owners will vote upon each situation and may or may not determine the medical or personal emergency warrants a refund. No refunds are guaranteed. Those requesting a refund of deposit must submit in writing the nature of their request and KFO Owners will solely govern the consideration of refund. KFO highly recommends to lessee the insurance coverage provided by Travel Guard located at [www.travelguard.com](http://www.travelguard.com) which can be found on the KFO website.
2. Each individual Lessee recognizes this document as a hold harmless agreement for any suit.

3. If Lessee (except Lessees with reserved permit hunts) must cancel his reservations for any reason his deposit and or account balance may either be transferred to another available hunt (for up to two years) or Lessees may assign his deposit and/or balance account to a replacement hunter if he or she so desires. Replacement hunters are the responsibility of the Lessee to locate, however KFO will help find a replacement hunter if Lessee requests. No guarantees to the finding of a replacement hunter are made by KFO.

4. Any cancellation made later than 90 days prior to the hunt may not be honored by KFO no matter the reason, however discretion will be used by KFO Owners solely.

## **E. HOLD HARMLESS**

Lessees acknowledge that he/she has knowingly and voluntarily entered a Hunting Lease Agreement, or become a party bound by the terms and conditions of this Hunting Lease Agreement by and between Lessor, Landowner and Lessees. I understand the terms, provisions and conditions of this Hunting Lease Agreement and agree to abide by its terms, provisions and conditions.

Lessees further acknowledge and understand that no warranty, either express or implied, is made by Lessor and/or Landowner as to the condition of the hunting lease (hereinafter the "leased premises") located in the State of Kansas or of any roads, buildings, gates or other improvements located thereon. I expressly waive any express or implied warranties--whether arising under statute, common law, or any other source--that might otherwise apply. This document serves to warn me that dangerous conditions, risks and hazards do exist. My presence and activities on the leased premises expose both me and my property to dangerous conditions, risks and hazards, including, but not limited to: Falls from tree stands, Poisonous snakes, insects and spiders; falling trees, poisonous plants or other hazardous plant conditions; blinds and tree stands, whether or not erected by Lessor; erosion, rocks, slippery conditions, holes in the ground, obstructed pathways, and other general conditions of the land--both on and off roadways--creating rough, hazardous and dangerous driving and walking conditions; animals--both wild and domestic--that may be diseased and/or potentially dangerous; deep or rushing water; persons with guns and archery equipment--both on or off the leased premises; and farm machinery, logging equipment, all production equipment, and the use of vehicles. Personal health conditions are the liability of the Lessee. I hereby state that I am aware of these facts and assume all such dangers, risks and hazards no matter the circumstances.

Lessees hereby release and agree to protect, indemnify and hold harmless the Lessor and/or Landowner, and their respective heirs, agents, employees and assignees and any person or entity leasing hunting ground to Lessor and/or Landowner, from and against any and all claims, demands, causes of action and damages, including attorneys' fees and costs, resulting from any accident, incident or occurrence incidental to or in any way resulting from the use of the leased premises, Lessor's and/or Landowner's equipment, the Office or Lodge, and any improvements located thereon, whether or not caused by the Lessor's and/or Landowner's negligence or gross negligence. This release applies during the entire time that I am on the leased premises. I hereby further covenant and agree that I, my heirs, successors, and assigns will not make any claim or institute any suit or action at law or in equity against

the Lessor and/or Landowner, or their respective heirs, agents, representatives, employees, successors or assigns and any person or entity leasing hunting ground to Lessor and/or Landowner, by reason of conditions of the leased premises or activities occurring thereon.

Lessees acknowledge that this paragraph E shall be effective for and during the year they are hunting or visiting with KFO and all years after if any injury results from their outing at any future time period. Lessees further understand that a Release of Liability in substantially the form as set forth in paragraph E-1 above shall be executed by all Lessees and hunters at the time of the hunt, but prior to entering the leased premises and lodge location or facility the hunter and any non hunter accompanying them.

If Lessees are adults accompanied by a minor child, Lessees hereby covenants and agrees that he/she will assume all responsibility for the safety and conduct of the child. Lessees assume all risk on the child's behalf and agrees to indemnify and hold harmless the Lessor and/or Landowner for any claims resulting from the child's use of the leased premises. Lessees further agree that no minor child shall be permitted to accompany lessee for purposes of hunting or otherwise using the leased premises except as otherwise permitted under the laws of the state in which the land is located.

F. Any client of KFO who attempts to negotiate a land lease with a current KFO Landowner agrees to pay KFO \$50,000.00 within 12 months of incident irregardless of the outcome of the attempted transaction.

_____	Lessor	_____	Lessee 1
_____	Date	_____	Lessee 2
		_____	Lessee 3
		_____	Lessee 4
		_____	Lessee 5
		_____	Lessee 6