

Trophy Club Outfitters

1139 S Jackson Street, Greencastle, IN 46135
Neil Masten, CEO (765) 721-4114

BOOKING FORM AND CONTRACT

First Name _____ Last Name _____

Street Address _____

City _____ State _____ Zip _____

Home Phone # (_____) _____ - _____ Cell Phone# (_____) _____ - _____

E-Mail _____ @ _____

Height _____ Weight _____ Eye Color _____ Hair Color _____

Social Security # _ _ _ - _ _ - _ _ _ _ _ Date of Birth _ _ / _ _ / _ _ _ _ _

Please visit www.TrophyClubOutfitters.com for the current Price Guide. Once you have reviewed this Price Guide please call Neil Masten at (765) 721-4114 to confirm date, cost, and availability.

NAME AND/OR TYPE OF HUNT _____

WEEK # _____ DATE _____ COST PER _____ NO. IN PARTY _____

HAS DATE, COST, AND AVAILABILITY BEEN CONFIRMED BY TROPHY CLUB? **YES / NO**
(please circle)

Pick Up & Return from Indianapolis
Int'l Airport: add \$200.00 _____

Hunt Cost _____

Total Deposit _____

Balance Due _____

Visa/MasterCard # _____ Expiration Date _ _ / _ _ / _ _

COMMENTS: _____

PLEASE READ THE TERMS AND CONDITIONS OF THIS CONTRACT, THEY ARE AN IMPORTANT PART OF THIS CONTRACT. DO NOT SIGN THIS CONTRACT UNTIL YOU HAVE READ AND UNDERSTOOD THEM.

**TROPHY CLUB OUTFITTERS INC.
TERMS AND CONDITIONS**

All hunts will consist of hunting from existing stands or if special arrangements have been made for a hunter to bring their own climbing stand, and transportation to meat processor.

Hunts include lodging and meals only. Hunts do not include license fees, alcohol, meat processing, taxidermy, and transportation to and from the airport (unless specified). License fees and bag limits are subject to change by Commission without notice and the hunter accepts and understands this. No representation is made that a given hunt is quality, high demand or standard. Due to printing updates or lack of, or changes made by the Indiana Department of Game and Fish, some advertising statements may or may not remain accurate and the hunter accepts and understands this.

Deposits are non-refundable. Payment in full for hunt will be paid 30 days prior to arrival or day of arrival before any hunting or scouting can be done. Trophy Club Outfitters, Inc. reserves the right to cancel the hunter and/or release this contract to another outfitter.

Hunting is strenuous, physical exercise requiring stamina and good conditioning. The weather in Indiana can vary greatly over a short period of time, and extreme conditions of adverse weather may be encountered. The hunter recognizes these facts and represents that he/she is in good health and good physical condition so that he/she can participate in the hunt; unless he/she is handicapped and participating in the special handicap hunts.

Hunting is an activity requiring the use of weapons such as firearms and bows, which can produce injury. It requires hazardous activities in the wilderness. The hunter recognizes and accepts all risks which can arise during hunting. The hunter holds harmless, forgives, releases and waives any claims which he/she may have against Trophy Club Outfitters, Inc. for injuries, losses or damages of any nature arising from or incurred in hunting and other activities with Trophy Club Outfitters, Inc.

Trophy Club Outfitters, Inc. will use its best efforts to provide quality guiding and outfitting services to the best of its abilities. Trophy Club Outfitters, Inc. cannot and does not guarantee good weather or a successful kill of game, not that the hunter will kill a trophy animal, and the hunter accepts these terms. Neither weather nor the results of the hunt are guaranteed.

From time to time in our modern society, disputes arise and the hunter agrees that Indiana law shall govern this contract and the legal obligations of Trophy Club Outfitters, Inc. The hunter also agrees that the District Court of Putnam County, Indiana, shall be the exclusive and sole venue for all suits which may arise out of any disputes concerning this contract and the services provided by Trophy Club Outfitters, Inc. In the event suit is filed the prevailing party shall be entitled to reimbursement of the attorney fees.

The hunter agrees that he/she will abide by all state and federal laws at all times and will not engage in any conduct which may subject Trophy Club Outfitters, Inc., its employees, guides or customers to investigation or prosecution. By signing you agree to the terms and conditions.

Signature

Date

Print Name

APPROVED BY _____ ON _____
Neil Masten, CEO Date

WAIVER AND RELEASE AGREEMENT

Please read carefully before signing

This is a release of liability and waver of certain legal rights

In consideration for my being permitted to participate in the activities of HUNTING AND RELATED ACTIVITIES THERETO, I agree to the following Waiver and Release:

I acknowledge that HUNTING AND RELATED ACTIVITIES THERETO has inherent risks, hazards, and dangers for anyone that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The risk of handling firearms and being near others that have firearms in their possession;
2. The risk of injury from ammunition and shot from other guns;
3. Walking in rugged country, including encounters with wildlife, animals and insects;
4. Inclement weather conditions;
5. The risk of injury from riding on all terrain vehicle (ATV) or any vehicle used off the paved road.
6. The risk of injury from the use of tree stands.

I understand the risks, hazards, and dangers as described above and have had the opportunity to discuss them with REPRESENTATIVES OF TROPHY CLUB OUTFITTERS, INC. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICE OF REPRESENTATIVES OF TROPHY CLUB OUTFITTERS, INC. WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS TROPHY CLUB OUTFITTERS, INC., NEIL MASTEN, THE MARVIN EVANS FAMILY TRUST, PHYLLIS EVENS, TODD MASTEN, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of actions, liabilities, suits, expenses (including reasonable attorney's fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of TROPHY CLUB OUTFITTERS, INC., NEIL MASTEN, THE MARVIN EVENS FAMILY TRUST, PHYLLIS EVENS, TODD MASTEN, or from some other cause. I, for myself, my heirs, my successors, executors, and subrogees, further agree not to sue TROPHY CLUB OUTFITTERS, INC., NEIL MASTEN, THE MARVIN EVENS FAMILY TRUST, PHYLLIS EVENS, TODD MASTEN, as a result of any injury, paralysis or death suffered in connection with my use and participation in the activities of HUNTING OR RELATED ACTIVITIES THERETO.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

_____/_____/_____
Date

Signature

Mailing Address

Print Name

City

State

Zip

Phone Number