



Main Frame Outfitters Agreement

THIS AGREEMENT is made and entered into by and between Main Frame Outfitters of Dresden, Ohio, hereinafter referred to as "Outfitter", and _____ hereinafter referred to as "Client". If Client intends to include additional persons in his party, each additional participant shall be personally and individually responsible for each provision contained in this Agreement and shall individually sign copies of this Agreement and all attachments prior to arriving at the Outfitters Properties. This Agreement shall be effective when Outfitter has received Client's deposit, and this agreement has been signed by Outfitter and Client.

TYPE OF HUNT:

- | | |
|--------------------------------------|----------------------|
| a) _____ Archery Whitetail Hunt | e) _____ D.I.Y. Hunt |
| b) _____ Shotgun Whitetail Hunt | f) _____ Turkey Hunt |
| c) _____ Muzzleloader Whitetail Hunt | |

IN CONSIDERATION OF THE MUTUAL AGREEMENTS AND PROMISES CONTAINED HEREIN, Outfitter and Client agree as follows:

OUTFITTER AGREES TO:

- Maintain insurance as required by applicable State of Ohio.
- Provide Client with the following services from the _____ day of _____, through the _____ day of _____, 20__:

- | | |
|---|----------------------------------|
| a) _____ Guided Hunt | e) _____ Unguided Hunt |
| b) _____ Lodging | f) _____ No Lodging |
| c) _____ Meals | g) _____ No Meals |
| d) _____ Field Dressing and Quartering Game | h) _____ Filming hunt
(\$500) |

h) _____ Military Discount (\$500 off)

- Provide Client with copies of hunting regulations, necessary license application forms and other reasonable information requested by the Client related to the hunt.
- Outfitter does not agree to provide personal gear, hunting gear, hunting or fishing licenses, taxidermist fees, meat processing, boxes, dry ice, boxing or shipping of meat, cape and antlers, or liquor.

CLIENT AGREES TO:

WOUND POLICY: Main Frame Outfitter's DOES ENFORCE a "wound policy". If a hunter draws blood, the animal is considered dead and the tag filled. The hunt is terminated at that time. For this reason, the hunter/client agrees to take only shots that they are comfortable with regardless of whether or not their guide suggests they take the shot. We accept NO responsibility/liability for a client's decision to fire a shot. Main Frame Outfitter's will make all reasonable efforts to track and/or recover the wounded animal, however, in the case that recovery is not possible, Main Frame Outfitter's claims NO ethical or financial liability.

If the client does shoot a deer under the minimum of 130", the client is fined \$750 by the Outfitter.

While hunting if the client takes a "button buck" the client is fined \$1,000 by the Outfitter.

There are no exceptions to this policy. Main Frame Outfitter has adopted this policy for ethical reasons.

Client is required to bring their own safety harness outfitter will not provide one. If hunter fails to bring a harness the client will not be able to hunt till he/she has one.

WEAPONS POLICY: Keep weapons free of "chambered" shells at all times unless in immediate position to harvest game. Main Frame Outfitter's and/or their guides may dismiss a hunter from the field for the day if this policy is not adhered to. THERE ARE NO EXCUSES FOR THE COMPROMISED SAFETY OF THE CLIENT, OTHER CLIENTS OR THEIR GUIDES.

- **ALCOHOL/DRUG POLICY:** Client will refrain from consuming any alcoholic beverage and/or drug during the day or until all fire arms associated with the hunt are unloaded and stored for the day. Detection of alcohol and/or drug use while in the field will be considered grounds for dismissal from the hunt. This determination can be made at the sole discretion of Main Frame Outfitter's. THERE ARE NO EXCUSES FOR THE COMPROMISED SAFETY OF THE CLIENT, OTHER CLIENTS OR THEIR GUIDES.
- Be responsible for the game, hide, capes and antlers at all times.
- Client is responsible to have check and confirmed all equipment is functional.
- Is responsible to letting outfitter know of any allergies or medications.
- Pay all fees when due and furnish all required information by the dates promised.
- Live and hunt in a manner consistent with state and federal laws and regulations and abide by rules provided from time to time by Outfitter.

- Purchase applicable licenses as necessary for the hunt.
- Assume the risk of hunting, riding on or in a hunting vehicle or any other activity associated with the hunt based upon any disclosed or undisclosed condition.

FEES AND PAYMENTS:

In consideration of the services Outfitter has agreed to provide herein, Client agrees to pay Outfitter the sum of \$_____ per person for a party as follows: a deposit of \$_____ (1/3 of total hunt cost), concurrently with the execution of this Agreement; an additional balance of \$_____ (2/3 of total hunt) ON OR BEFORE the date of Day___ Month___ of 20___, The Final payment of \$_____ (3/3 of total hunt) will be due the date of Day___ Month___ of 20___. Client understands that in the event payment is not made as provided herein, Outfitter shall have the right at his sole discretion to cancel Client’s hunt and terminate this Agreement, and retain all funds previously paid as liquidated damages and as his sole and exclusive remedy. Client understands that when Outfitter enters into this Agreement with Client, space is reserved for Client and all members of his party, reservations from other clients are not accepted. Additional clients to take Client’s place may not be obtainable prior to the hunting season for which Client had retained the within described services from Outfitter without consent from Main Frame Outfitter’s. Client further understands that upon entering into this Agreement, he is obligated for the full amount stated herein, regardless of whether he is able to obtain the full number of persons stated above expected to be included in his hunting party.

In the event Outfitter is unable to perform any portion of his obligations hereunder for any reasons beyond Outfitter’s control, including but not limited to weather, fire, acts of nature or governmental action, Client shall not be entitled to a refund of any portion of his fee previously paid.

DISCLOSURE, DISCLAIMERS AND WAIVERS:

Each Client and all members of his hunting party must read and initial the following:

I UNDERSTAND AND AGREE that the hunting and related activities, and all other hazards and exposures connected with the activities conducted in the outdoors, do involve risk; I am cognizant of the risks and dangers inherent with such activities in Ohio; I am fully capable of participating in the activities contracted for and willingly assume the risk of injury as my responsibility, including a loss of control or balance in walking or climbing; from handling of firearms and being near others that have firearms in their possession; from ammunition and shot from my gun or other guns; from riding on and/or operating All-Terrain Vehicles (ATV), from use of animals, from adverse weather conditions, from collisions with trees, rocks and other man-made or natural obstacles, whether they are obvious or not obvious.

All Parties Initial Here: _____

I UNDERSTAND AND AGREE that the route or activity chosen as part of the Hunt in which I am participating may not be in the safest area, but has or will be chosen for its interest, challenge, or because it best meets the goals of the services for which I am contracting. Should animals ever be used or are present as part of my activities, I understand that an animal, irrespective of its training and usual past behavior and characteristics, may act or react unpredictably at times, based upon instinct or fright, which likewise is an inherent risk to be assumed by me.

All Parties Initial Here: _____

I UNDERSTAND AND AGREE THAT my participation in this activity (hunt) is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I am in adequate physical AND medical condition to be able to participate in the hunting activities. I agree that Main Frame Outfitter's assumes NO liability for my medical condition, injuries or health complications during or after the subject hunt. I am signing this agreement 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.

ALL Parties Initial Here: _____

The following Waiver and Release of Liability is made a part of the Main frame Outfitters Agreement:

THIS IS A WAIVER AND RELEASE OF LIABILITY. THE CLIENT HEREBY KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Main Frame Outfitter's, THEIR DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS from and against any and all claims, actions, causes of action, 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 hunting or from some other cause. I, for myself, my heirs, my successors, executors, and subrogees, further agree not to sue Main Frame Outfitters as a result of injury, paralysis, or death suffered in connection with my use and participation in the activities of hunting.

IF CLIENT IS UNDER EIGHTEEN (18) YEARS OF AGE, THE SIGNATURE OF HIS PARENT OR GUARDIAN IS ALSO REQUIRED.

IN WITNESS WHERE OF we have hereunto set our hand on the date indicated. The last such date shall be the effective date of this Agreement.

Done this ____ day of _____, 20__.

DbA Main Frame Outfitters of Ohio

By: _____ Raymond Prouty or Ashley Rogalski

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

CLIENT SIGNATURE(S):

DATE:

EMAIL:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CLIENT ADDRESS(ES):

Return signed contract to:

Main Frame Outfitters

PO Box 185

Dresden, OH 43821

Phone: 1-(607)-275-7785