

# AMR - Hunting Membership License & Indemnity Agreement

It is understood that the rights and privileges described herein are limited to the land and provisions described herein and to the undersigned Member (Hereinafter Member) and Land Manager (Hereinafter Licensor), Landowner and Member(s) and are not for the benefit of any other third party, and are not assignable without express written consent of Licensor, and payment of all amounts due under this license and license agreement. This License supersedes any and all previous licenses for this property. Licensor has, or will have, agreement(s) to obtain from Landowner, certain hunting, leasing or license rights, understandings, or agreements, regardless of whether verbal or written, which are hereby being licensed to Member. Under no circumstances do such rights herein exceed those rights obtained or to be obtained by Licensor from Landowner, and if there are any interpretations not consistent with the license granted herein, this agreement shall be amended to confirm to those rights granted by Landowner to Licensor, without further recourse. **In no event will Member attempt to contact or communicate in any way with Landowner without prior written approval from Licensor.** In no event will Member circumvent such agreements or rights, and Member further warrants not to attempt such circumvention. Any attempt to circumvent such agreements shall be considered a breach of contract and shall immediately cause cancellation of this license agreement, and all rights hereunder without recourse or refund.

## LICENSOR AGREES TO LICENSE TO MEMBER CERTAIN HUNTING RIGHTS UNDER THE FOLLOWING TERMS AND CONDITIONS:

### Terms and Conditions

- 1) The terms of this Membership License will begin at contract signing and upon receiving payment in full and end on 1 year anniversary date of such. You will be given an option to renew each year 30 days prior to your anniversary date.
- 2) This License is for hunting of the following game only: Whitetail Deer, Turkey, Hogs, Javelina, Dove Quail, Pheasant, Chukar, and Exotics per Texas Parks and Wildlife Department MLD3 PROGRAM and Per the AMR Individual Ranch Harvest Rules. No animals outside of membership allowance will be harvested without prior written approval from Manager.
- 3) Payment is \$\_\_\_\_\_ per year for a \_\_\_\_\_ **Membership** (For Membership Level Details Please refer to the current AMR Hunting Lodge Rate Card) Full payment is due upon contract signing and allows for immediate family members to hunt from paid Members Quota. Other game animals may be substituted, purchased and harvested with written approval from Manager at the rates advertised on the AMR Hunting Lodge current year rate card. Note: Prices and availability of animals are subject to change due to market or environmental conditions. Manager and Landowner have the rights to restrict the quantity and quality of available game without recourse.
- 4) It is understood that no hunting, scouting or equipment may be moved onto the property prior to payment in full.
- 5) **LAWS-** a) All state and federal laws shall be obeyed. b) Membership is for the purpose of hunting legal game only; no other rights are given, expressed or implied. c) Members may not collect, gather or harvest any materials or artifacts from the property. d) Member may not damage trees, crops, roads or dwellings, fences, buildings or other property on the land. Member agrees to repair any damage he causes and to return the land and property to the lessor in its prior condition at Member's sole cost and expense. **Conviction of a wildlife law violation on the property, by any single Member of hunting group may, at Licensor's option, cause cancellation of license immediately without recourse or refund.**
- 6) **ACCESS TO THE PROPERTY** – Members may schedule access to the property for at least 2 days per month in June, July, August and September for scouting, Member must call and notify the Manager 7 days in advance at the phone number(s) listed for the Manager. The AMR Lodge Hunting Season will open the first Wednesday in October. Members will have reserved access to the property each Wednesday through Sunday of each week for the purpose of hunting whitetail deer and or exotics in the months of October, November, December, January and February as well as for each Wednesday through Sunday in each week of both April and May for the purpose of hunting Rio Grande Turkey and or exotics. Any access for the purpose of hunting outside of the above time periods will require Manager approval via text, email or in writing. **ACCESS TO LIVESTOCK AND BREEDING PENS AND STORAGE AREAS ARE PROHIBITED BY MEMBERS.**
- 7) **RESERVATIONS, LODGING AND HUNTING AREAS - AMR Property** Lodges and Hunting Stand and Feeder Areas, outdoor cooking areas and shooting range will be available to the Members by reservation only either online or by phone Reservations to 800-277-1647 made at least 7 days prior to arrival, NO MORE THAN 8 Days of reservations may be on the calendar at one time. Each paid member is entitled to One Lodging Unit and One Hunting Area per reservation any additional lodging units or hunting areas will be available by either using additional days in membership quota or by purchase at advertised rates. All Blinds and Feeders located within the described property will be accessible by Member. AMR reserves the right to remove or replace properties at any time without recourse and or refunds. Everyone that enters the property MUST record entrance and exit activity on the Membership Sign In/Out sheet. c) A Release of Liability must be completed by anyone that enters the Property. d) Members must have a current year Membership card on them while on the property. Failure to do so will result in being asked to leave the property. e) All persons must remain and hunt only on the land that is licensed for access. Crossing any boundary fence without the adjacent landowner's permission constitutes trespassing.
- 8) Each Member may reserve one lodging unit and one hunting area per paid membership. Additional lodging units may be reserved by calling one week in advance of arrival and will be reserved on an availability basis only. Member will have the option to use days available in membership quota or pay for the additional days of lodging at a rate of \$125 per day per lodging unit.
- 9) **AVAILABLE SERVICES - Guide services** are available at an extra fee and may be reserved on an as available basis at the rates advertised on the AMR Hunting Lodge rate card. **Meal Services** are available at an extra fee and may be reserved on an as available basis at the rates advertised on the AMR Hunting Lodge rate card. **Ranch Transportation** is available at an extra fee and may be reserved on an as available basis at the rates advertised on the AMR Hunting Lodge rate card. **Game Cleaning** by Ranch staff is available at an extra fee and may be reserved on an as available basis at the rates advertised on the AMR Hunting Lodge rate card.

- 10) **ROADS, GATES AND TRANSPORTATION** – a) Drive slowly. Keep your speed under 15 mph at all times while on the Property. b) Leave all gates exactly as you find them - close them securely if they were closed. Changing or Modifying the lock system without prior written consent from the Land Manager is prohibited. All perimeter gates must remain closed. c) Stay on pre-existing Property roads. DO NOT leave these roads unless you are filling feeders or retrieving game. Off Road scouting and or recreational driving is prohibited. d) During wet conditions, avoid making ruts. You will be responsible for repairing any damage. e) Motorcycles are not allowed. f) Road hunting is not allowed. g) Only foot traffic is allowed on any cultivated field.
- 11) **WEAPONS** - a) No illegal weapons per State and Federal laws are allowed. b) No spotlighting or night hunting is allowed without written consent from Land Manager and The local Game Warden must be notified before each event. c) Do not discharge any weapon unless you have a target, and are absolutely certain that the area in front of and behind the target is clear of other hunters, Property personnel, livestock and buildings. d) No shooting or target practice may be conducted within a 400-yard radius from houses and structures of the Property or any barns and corrals. e) No loaded guns in Camping Area or Lodging facilities. f) No shooting across property boundaries into adjacent properties. g) Member agrees to abide by the Rules of the Shooting Range posted at the Shooting Range Bench Area.
- 12) **GUESTS AND PETS** – a) All hunters sixteen (16) years of age and younger must be accompanied by an adult (age 21+) at all times. b) You may not send an unaccompanied guest(s) to the Property. c) You are responsible for the actions of each person you bring. d) NO PETS or domesticated animals of any kind are allowed on the property without written consent from Land Manager. e) Guest(s) are allowed only with written consent from Land Manager and may hunt using paid Members harvest quota only. f) A paid Member must accompany Guest(s) at all times while on the property. g) Family members are defined as Spouse and Minor Children of paid Member.
- 13) **HUNTING BLINDS AND FEEDERS** – No Modification of timers or feeder adjustments or Movement of the Hunting Stands or Feeders is allowed. No unauthorized stands or feeders may be placed on the properties.
- 14) **ALCOHOL, DRUGS AND SMOKING** – a) Alcohol is prohibited outside of camping area unless approved by Land Manager in writing. Hunters found in the pasture or behind the wheel under the influence will be relieved of their weapon and evicted from the premises. Land Manager reserves the right to remove anyone who becomes a nuisance. b) Cigarette butts are litter and must be picked up. Smoking is prohibited during a burn ban conditions. c) Possession and or use of a controlled substance is prohibited.
- 15) **CAMPSITE, FIRE AND LITTER** – a) When you leave camp, it should be clean, with all items properly secured and stored away from the wind, wildlife and livestock. b) Remove **ALL TRASH** each time you leave. c) Bottles, cans, spent ammunition, and any other trash will not be discarded in the pasture or around camp. d) Animal carcasses, hides and guts will be taken to one designated place to be discarded. e) Members are required to be aware of any applicable BURN BAN that may be in effect. Be careful with anything capable of starting a fire (i.e. ATV's, matches, cigarettes etc.). f) Fires may be built only at the campsite and only then in guarded areas. g) Campfires must be completely out before you leave the property. h) No trash burning allowed. i) Use only dead wood for campfires. j) Cutting of live trees is not allowed. k) Payment of utilities such as water, electricity and gas are the responsibility of the membership. Changing or modifying the utilities without prior written consent is prohibited.
- 16) **PERSONAL PROPERTY** – a) All structures Member constructs on property must be of a temporary nature unless otherwise approved in writing by Manager. b) Permanent structures and or improvements of any kind provided by Member will become the property of the Landowner without requirement of refund or reimbursement. C) Upon expiration of the license, all personal property of Member must be removed from the property within 30 days, otherwise at Licensors discretion; title and ownership will automatically be transferred to Lessor. Member agrees to repay any and all costs incurred by Lessor for the removal and or disposal of said property. Payment from Member to lessor will be within 30 days of costs incurred by lessor.
- 17) This agreement further expressly agrees that this agreement and all exhibits hereto is intended to be as broad and inclusive as permitted by the law of the State of Texas, and that if any portion of this agreement is held to be invalid, it is agreed that the balance shall notwithstanding, continue to be in full force and effect.
- 18) This agreement shall be binding upon the parties hereto, their legal representatives, heirs, administrators, executors, successors and assigns and shall inure to the benefit of each of the parties. This agreement contains and is the entire agreement and undertaking between the parties hereto, and there are no other agreements, representations, statements or inducements not contained or - referred to herein.
- 19) This agreement is signed as to be effective in Tarrant County, Texas, and it is further agreed that any suit, legal action, cause of action, claim, or other legal remedy shall be filed in Tarrant County, Texas, regardless of in which county the property is located.
- 20) Member further agrees that Member's use of the property is non-exclusive with the respect to the grazing of livestock, agricultural use, harvesting of timber, mining of soil, rocks, or other oil, gas, or other minerals, and Landowner retains all such rights. This license creates no rights into any sub-surface minerals, ground water, materials or deposits or oil, gas or other related products, and Member expressly agrees that Member will not engage in any mining, extraction, withdrawal, or other removal of any sub-surface materials whatsoever.
- 21) **There are no warranties, either express or implied, not contained or referred to herein, as to fitness of purpose of the property, there are no guarantees of any nature whatsoever as to game animals available, and the success of the hunting is strictly at the risk and responsibility of the Member, and there are no refunds for any funds paid.** THIS PROPERTY MAY BE FARMED, MINED, LOGGED, OR USED IN SOME OTHER MANNER BY LANDOWNER AND MEMBER EXPRESSLY UNDERSTANDS AND AGREES THAT ANY SUCH OPERATIONS MAY ALTER THE CONDITIONS OR HUNTING ON THIS PROPERTY, AND THERE WILL BE NO REFUNDS FOR SUCH ALTERATIONS OR OPERATIONS.

## Game Management and Harvest

- 22) ON THE MLD3 MANAGED PROPERTIES Whitetail Does will be harvested from October 1st until December 1st of each year. No whitetail doe harvest will be allowed after December 1st without written approval from Landowner.
- 23) Whitetail Bucks will be classified into 4 categories. 1) Quality Buck – Any buck 5.5 years or older with both brow tines and more than 8 scoreable points with an inside spread outside of the tips of the ears 2) Management Buck – Any buck 5.5 years or older having both brow tines and 6 to 8 scoreable points . 3) Cull Buck – Any buck older than 3.5 years old genetically missing one or both brow tines. 4) Off Limits Buck – Any whitetail buck identified prior to hunting season by the lessor or his agents as being “off limits to harvest”. Note: These “off limits bucks” will need to have a picture posted prominently by the Land Manager in the deer camp noting as such prior to December 1<sup>st</sup>.
- 24) ON THE MLD3 MANAGED PROPERTIES Quality Bucks will not be harvested until after December 1st and until January 31st. Management and Cull Bucks will be harvested from October 1st until January 31st.
- 25) ON THE MLD3 MANAGED PROPERTIES Member harvest of whitetail deer will conform to the MLD3 documentation requirements. Each whitetail deer will have a harvest form filled out, picture of the deer with MLD3 permit number within the picture and jawbone removed prior to removing deer from the property. All game harvested must be properly tagged and recorded in the Harvest Log provided. A **complete account of each person who hunted on the property and what game was taken must be recorded in the Harvest log on the day that game was harvested.** The Harvest Log is the Property of the Land Manager. Land Manager reserves the right to harvest predators and any other animals in order to conform to the Wildlife Management Plan.
- 26) Member will keep vehicles on established roads and will be responsible for the repair of any roads damaged while driving in wet conditions. Member will have up to 30 days to repair the roads at their sole expense (if weather and ranch conditions permit).
- 27) Member will provide a written record and release of liability for every person that accesses the property in both the vehicle sign in log located at the check in station as well as the hunter login book located at camp.
- 28) In addition to the aforementioned, Member may not cut or damage trees, crops, roads or dwellings, fences, buildings or other property on the land. Member may not chase deer or other game with dogs, (except squirrel hunting or quail hunting with dogs, if legal, is allowed,) or to rally or chase or attempt to chase deer or other game with the use of motorized vehicles.
- 29) Member agrees to repair any damage he causes and to return the land and property to the lessor in its prior condition at Member's sole cost and expense. Any mowing or other clearing of underbrush must be done in a manner not to damage any trees that have been planted. Any deer stands built should be temporary stand alone stands or constructed in such a way as to not damage trees or other property, and are to be removed upon cancellation or expiration of the lease.
- 30) Member agrees to help protect said lands from trespass and fire. Member will make an effort to put out, suppress or report any wildfires that may occur on the property.
- 31) Member understands that the land consists of mostly undeveloped and un-tame land, and the Member accepts the land in an “as is” condition and further, the Member understands that hunting is a dangerous activity and that there may be hidden hazards, including but not limited to, dangers such as holes, fence wire, snakes, wells, swamps, brush, ponds, harmful plants, poisonous animals, and insects, bats, other wild animals, unauthorized careless persons on the land, other hunters, or other risks that may be dangerous, injure him or cause death and the Member assumes all these risks as his own responsibility, without recourse against the leasing agent or the lessor or their agents, directors, officers, assignees, or the landowner.
- 32) Member acknowledges that although Lessor or Landowner may have a greater knowledge of land or property than Member, that it is impracticable and impossible for Lessor or Landowner to list and/or to physically show Member each and every possible hazard on the property and Member enters onto the property despite same and at Member's own risk and without liability of Lessor or Landowner.
- 33) Member specifically acknowledges, agrees, and stipulates that the Member has chosen of his own free will to go hunting on the properties, and realizes there are inherent dangers from the sport of hunting, including, but not limited to, danger from other hunters, the inherent danger of injury from the use of firearms, and other dangers of any nature whatsoever, including dangers to bodily injury which may occur (such as, but not limited to, the use of hunting knives, axes, arrows, traveling by vehicle over rough terrain, getting into and out of deer stands for hunting), and the risk of such injury caused by other hunters. Member agrees at all times to use extreme caution and care in protecting himself, his property, and others and their property, from accident or bodily injury which may result in such risk.
- 34) Member agrees to protect, indemnify, and hold Lessor, Leasing Agent, and Landowner harmless from and against any and all claims of loss, damages, liabilities, or other expense of or as a result of Member's occupancy and activities, including, but not limited to, defending of any lawsuits caused by Member or his guests or invitees.
- 35) Member hereby releases, waives, discharges, and covenants not to file suit against either the lessor, leasing agent, their agents, families, employees, assignees, and/or the landowner or his agents, families, employees or assignees for any and all losses, damages, injuries or other claims or demands therefor, on account of injury to any person or property of the undersigned Member, or resulting in the death of the undersigned Member, whether caused by the negligence of the lessor, the leasing agent or the landowner or their agents, families, employees, officers, directors, designees and assignees.
- 36) Member further agrees to indemnify and hold harmless the AMR agents, employees and volunteers and the landowner and their families, agents, employees, officers, directors, designees and assignees, from any loss, liability, damages or cost of any nature whatsoever, including the defending of any lawsuits filed by the Member and or their guests or invitees, that the undersigned Member or guests or invitees of the undersigned Member may incur during the hunt, or the traveling to or from the hunting area, whether such is caused by the negligence of the Lessor, Leasing Agent or the Landowner.
- 37) Member agrees to inspect in advance the properties and to accept the condition of the properties as is, without fitness of purpose, and further agrees that Member will report any unsafe condition immediately to the landowner, and further

covenants and agrees not to use the property if any unsafe condition exists. Refunds will not be made for any unused properties as a result of any unsafe condition discovered after the license is entered into by Member. Member further acknowledges that Member and all of their invitees or guests are experienced hunters and recognizes the inherent dangers of injury which exist during hunting trips. Member further acknowledges that Member and their invitees and guests are experienced in the use of firearms and recognizes the inherent dangers of injury in the use of firearms.

38) Not notwithstanding anything contained herein to the contrary, as consideration of the privilege of hunting and other activities stated herein, the undersigned Member hereby ASSUMES FULL RESPONSIBILITY and RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, whether or not caused by negligence of any of the parties hereto

39) **Cancellations** Licensor retains the right to cancel this license immediately and make no refunds if in his opinion Member has not complied strictly with the provisions of this agreement. If, in the opinion of Licensor, any Member or guest that is, becomes, or could become a danger or nuisance to any other Member, guest, landowner, or Licensor, such Member may lose his rights under this contract at the discretion of Licensor without refund or recourse. Furthermore, Licensor may cancel this license for any other reason upon 60 days written notice to the Member and in such case the Licensor shall return to the Member a pro rata share of the rent based on the following terms: Cancellation Notice given any time **prior to** November 1<sup>st</sup> will result in refund of not more than 50% of unexpired portion of the license. Cancellation Notice given any time **After** November 1<sup>st</sup> will result in refund of not more than 25% of unexpired portion of the license. It is understood by the Member that a letter of cancellation of license shall be addressed to address contained herein, by certified and or priority mail, and this will be accepted as sufficient notice by all parties named herein and after expiration of notice period all parties named will immediately cease to exercise all rights stated in this license. **Upon cancellation or expiration of this license, Member agrees and covenants not to license or attempt to hunt the property or license the property (exhibit "A") from any other party for a period of three (3) years from date of expiration or cancellation of license. Any attempt to by-pass Licensor made by Member or their agents to hunt or license the property from landowners, grass Licensors, or other outfitters will result in Member paying Licensor two times (2x) the total annual license payment.**

40) **Member agrees that you will not disparage or encourage others to disparage the company, its owners, operations, clients, employees, products, or services. For purposes of this agreement, the term disparage includes without limitation comments or statements made in any matter or medium in the press and/or the media about the company which would adversely affect any manner of the conduct of the business of the company, without limitations to the company's business plans or prospects or the business reputation of the company. You agree not to disparage or denigrate the company orally or in writing, and that neither you nor anyone acting on your behalf will publish, post, or otherwise release any material in written or electronic format, make speeches, gain interviews, or make public statements that mentioned the company, its owners, operations, clients, employees, products, or services without the prior written consent of the company.**

41) **Member agrees to the following Penalties and Fines: For Non Animal Harvest Violations** A) First Violation gets written warning and suggested process for correction with opportunity to correct violation (if possible) within 30 days following occurrence. B) Second Violation gets written notice with \$100 fine to be paid prior to Member being allowed to return to property or within 30 days of notice and suggested process for correction with opportunity to correct violation (if possible) within 30 days following occurrence. C) Third Violation gets written notice with \$500 fine to be paid prior to Member being allowed to return to the property or within 30 days of notice and suggested process for correction with opportunity to correct violation (if possible) within 30 days following occurrence and or Termination of Membership License without recourse or refund. **Member agrees to the following Penalties and Fines for Animal Harvest Violations:** A) A Whitetail Deer harvested in violation of the Game Management and Harvest Terms will result in either 1) A \$1000 fine payable prior to Member being allowed to return to the property and Or 2) Forfeiture of Harvested Animal and Termination of Membership License without recourse or refund. Land Manager will take each violation into consideration on a case by case basis.

**THE UNDERSIGNED MEMBER ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT AND HAS HAD AMPLE OPPORTUNITY TO REVIEW THIS AGREEMENT WITH AN ATTORNEY OR LEGAL COUNSEL, AND IS SIGNING THIS AGREEMENT VOLUNTARILY, WITHOUT DURESS, AND BY SIGNATURE HEREBY ACCEPTS AND AGREES TO ALL OF THE PROVISIONS OF THIS AGREEMENT.**

**Member:**

Printed Name:

Address:

City, State, Zip:

Home#

Work#

Mobile#

Email:

Member Signature \_\_\_\_\_

Date \_\_\_\_\_

**Land Manager / Licensor:**

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

(Valid only when accepted and signed by Manager)

Make Checks Payable to:

Scott Huggins – AMR – Adventures, Missions and Retreats An Agribusiness Entity

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