

HIGH PLAINS RINGNECKS

Rules & Regulations

General Rules:

1. **The use of drugs or alcohol prior to, or during, any shooting activity is strictly prohibited.**
2. All members and guests will conduct themselves in a courteous and sportsmanlike manner, and abide by rules of hunting and gun safety.
3. Directions of the guide must be followed. Failure to follow such instructions will result in immediate termination of the hunt or activity, with no refund of money paid, and any unpaid balance being immediately due and payable.

Hunting Rules:

1. **SAFETY IS OUR PRIORITY!** Guns are to remain unloaded until you are in the field.
2. Always keep your muzzle pointed up and away from people and dogs.
3. Keep your safety on until a bird gets up and the command is given by the guide.
4. Keep yourself in a straight line with the rest of the group at all times.
5. Only shoot at birds that are in front of you between 10 o'clock and 2 o'clock positions.
6. **NEVER** shoot a bird below shoulder height unless given directions by the guide that it is safe to do so.
7. Always be aware of where all people and dogs are before you shoot.
8. All hunters must wear blaze orange, carry hunting license and hunters safety card for those 29 years of age and younger.

Dogs

If I choose to use my own dog, I hereby agree to release **South Divide Guide Service, LLC**, doing business as **High Plains Ringnecks**, its officers, agents, and employees from liability for any damage or injury to my dog or dogs, and that I fully understand and comprehend the inherent risks to a dog in a hunting operation. I understand that I am fully responsible for my dog(s) at all times, and that I may be held liable for any damages or injury which my dog(s) causes to the person or property of others including **South Divide Guide Service, LLC**. I agree to indemnify, hold harmless, and defend **South Divide Guide Service, LLC**, its agents, officers, and employees from the claims of all persons for any damages to person or property caused by my dog(s). I understand that if I am hunting with a guide, the guide may request that I pick up my dog(s) at his discretion, that if my dog(s) shows aggression toward another dog(s) or person I will immediately pick up the dog(s) and keep it confined, and that if my female dog is in season she will not be allowed to hunt.

Initials _____

Whereas, the undersigned desires to release certain parties from any damages that may arise, directly and indirectly, as the result of his participating in activities offered at **South Divide Guide Service, LLC**, fully realizing the inherent danger and injury in any activity involving guns, shooting, and natural features.

Now, Therefore, in consideration of being allowed to participate in said activities, the undersigned does hereby release and forever discharge **South Divide Guide Service, LLC**, its officers, directors, agents, employees, guides, and all land owners upon whose land they may be shooting, from any and all manner of actions, causes, claims and demands whatsoever, for any personal injury or property damage or injury to customers own dog or any kind whatsoever in law and equity, which may arise now or in the future as a result of, or pertaining to, or otherwise related to the undersigned's participation in said hunt or any of its activities.

Initials _____

I waive all rights, claims, causes of action, or suits against any and all persons who by negligence, mistake, or willful misconduct cause any personal injury, death or property damage to me or my property. I agree to hold harmless, defend and indemnify **South Divide Guide Service, LLC** its officers, directors, agents, employees, guides, and all landowners for all damages and costs (including attorney fees) incurred in and arising from any action filed by me, on my behalf or by any person claiming any cause of action by reason of such damage or injury to my person or property.

This release is effective on the date executed and will be equally binding on the parties on any subsequent visits by me to **South Divide Guide Service, LLC**. This agreement is binding on the parties executors, administrators, assigns and any successors in interest.

I have received, read and understand the official rules and regulations of **South Divide Guide Service, LLC** and agree to abide by the provisions contained herein.

I understand that I will be using highly trained dogs. If I injure one, through negligence, intent, or otherwise, I agree to be responsible for all costs of treatment for the dog. Should I fatally injure any dog, then I agree that a fair amount of liquidated damages for such dog is the current fair market value of that dog or a minimum of \$6,000 and that **South Divide Guide Service, LLC** is entitled to collect such sum from me without further proof of any damages, real or consequential.

NOTE: I understand that by signing this agreement and subsequently participating in activities at South Divide Guide Service, LLC I may be waiving valuable rights for me, my heirs, assigns and persons claiming through me. Accordingly I affirmatively state that I have read this entire document and fully appreciate the consequences of executing it.

IN WITNESS THEREOF, I have hereunto affixed by hand, this date,

Signature: _____

Date: _____

Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone: _____

E-mail: _____

HUNTING LICENSE INFO

STATE _____ # _____ TYPE _____ EXPIRES _____

HUNTER SAFETY INFO:

STATE _____ # _____ DATE _____

I grant **South Divide Guide Service, LLC** the right to use photographic and/or video images of me for the purposes of marketing, publicity, and promotions. I waive any right to be compensated for the use of my image.

Initials _____

RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of hunting guide service organized by South Divide Guide Service, LLC, **operating as High Plains Ringnecks**, of 14527 Road 20, Lodgepole, Nebraska, 69149 and/or use of the property, facilities and services of South Divide Guide Service, LLC, I agree for myself and (if applicable) for the members of my family, to the following:

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by South Divide Guide Service, LLC, or the employees, representatives or agents of South Divide Guide Service, LLC.
2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge South Divide Guide Service, LLC for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of South Divide Guide Service, LLC, whether caused by the fault of myself, my family, South Divide Guide Service, LLC or other third parties.
3. INDEMNIFICATION. I agree to indemnify and defend South Divide Guide Service, LLC against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of South Divide Guide Service, LLC.
4. FEES. I agree to pay for all damages to the facilities of South Divide Guide Service, LLC caused by any negligent, reckless, or willful actions by me or my family.
5. MEDICAL AUTHORIZATION. In the event of an injury during the above described activities, I give my permission to South Divide Guide Service, LLC or to the employees, representatives or agents of South Divide Guide Service, LLC to arrange for all necessary medical treatment for which I shall be financially responsible.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Printed Name: _____

Signature: _____ **Date:** _____

Emergency Contact: _____ **Relationship:** _____

Phone: _____

If applicable, CONSENT OF MINORS. I, _____, consent to the participation of:

_____, in the activity of hunting guide service, and agree on behalf of the above minor to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of the above minors named.