

2009-2010 Midwest Sporting Properties, LLC
Hunter Application
(Herein Referred to as "The Club")

Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Emergency Contact Name & Number: _____
Telephone: _____ FAX: _____
Email: _____

THEREFORE, _____, (print full name) applying to be a Member of The Club wishing to hunt deer with the club, does the following:

1. Acknowledges that hunting is a very dangerous sport and that, in our litigious society, Owners or Lessees could potentially be exposed to a lawsuit or lawsuits should Member injure himself/herself or others.
2. Waives his/her rights to take legal action against the Owners, Lessees and their agents or employees for any and all injuries or damages he/she may suffer for any reason while on the Farms, including but not limited to injuries or damages suffered while hunting.
3. Releases the Owners, Lessees and their agents or employees from any and all liability with respect to all injuries or damages he/she may suffer for any reason while on the Farms, including but not limited to injuries or damages suffered while hunting.
4. Indemnifies the Owners and Lessees to the full extent of his/her assets and liability insurance against any economic losses Owners or lessees may suffer or be caused to incur that result from his/her alleged or adjudicated wrongful acts against others.
5. Affirms his/her understanding of this Waiver, Release and Indemnification, or that he/she has consulted with an attorney for advice and an explanation of the terms of this Waiver, Release and Indemnification, and that the force of this Waiver, Release and Indemnification shall survive the 2008 – 2009 hunting season term of this Waiver, Release and Indemnification; and
6. Affirms his/her understanding of this Waiver, Release and Indemnification by signing his/her name below.
7. Understands the amount of available property to hunt turkey may from time to time increase or decrease due to various factors beyond the control of the Club and, Member agrees to check with The Club immediately prior to any hunt to ensure The Club lease is in full force and affect for any and all properties.
8. Understands The Club Membership fees and hunt costs are voluntary and NON REFUNDABLE with deposits due at booking and balance due 30 days prior to hunt.
9. Agrees to follow all club rules as presented in writing at any time during the hunting season and they always include Scent Elimination Clothing, Use of Elimitrax at all times, and Antler Restrictions of not less than 140" as defined by Pope & Young Standards.
10. Agrees to allow the club, at its own expense, to have a replica made of any deer killed while hunting on property under control of The Club.
11. Club members, by signing below agree that, subject only to the discretion of The Club, a deer (cape, meat and horns) is subject to forfeiture to The Club, if it does not meet or exceed the 140" (Pope & Young Standards) minimum.

HUNT COSTS (Shown Below): NOTE: 50% TOTAL HUNT COST DUE AT RESERVATION TIME
Lodging is NOT included for the 2009 Rifle Hunt.

<u>Archery-Hunt 1 (4 Max)</u>	<u>Rifle Hunt (4 Max)</u>	<u>Muzzleloader (4 Max)</u>
All Farms \$1800/P (Oct22nd–Oct 26th)	Farm3*, Farm 4&5 \$1800/P (Nov15th–Nov18th)	Farm 3*, Farm 4&5 \$1500/P (Dec 19th –Dec 22nd)

Remittance to: MWSP, LLC, P.O. Box 621, Middletown, DE 19709

Member's full name (please print)

Member's signature / date

Witness for Member (please print)

Witnesses signature / date