

**OLDAKER OUTFITTING, LLC**  
**SERVICE AGREEMENT**

THIS AGREEMENT is made as of \_\_\_\_\_, 200\_\_\_\_, by and between **Oldaker Outfitting, LLC**, hereinafter referred to as “Outfitter”, and \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, hereinafter referred to as “Client.” If Client is a party of more than one person, the word Client shall include party as a whole and each participant, who shall be personally and individually responsible for each provision herein and shall individually sign this agreement, and any attachment hereto.

**W I T N E S S E T H:**

**WHEREAS**, Outfitter and Client have reached an understanding with respect to the provision of Outdoor Adventures, as hereinafter defined, by Outfitter to Client.

**NOW, THEREFORE**, in consideration of the foregoing premise and the mutual covenants hereinafter set forth, it is agreed as follows:

1. **OUTDOOR ADVENTURE.** Outfitter hereby agrees to provide to Client, and Client hereby agrees to engage Outfitter to provide the following:

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\_\_\_\_\_, hereinafter referred to as the “Outdoor Adventure.”

2. **TERM.** The Outdoor Adventure shall begin on \_\_\_\_\_, 200\_\_\_\_, and end on \_\_\_\_\_, 200\_\_\_\_ (“Ending Date”). This agreement shall become effective upon the date of Outfitter’s receipt of Client’s Deposit, as more fully described hereinbelow, together with this Original Agreement executed by the Client.

Client hereby acknowledges that notwithstanding the specific dates set forth in this Paragraph 2, the actual beginning and ending dates of the Outdoor Adventure may change for reasons beyond Outfitter’s control, including, but not limited to, season dates, permit dates, weather, land conditions, staff illness, stock, vehicle, or equipment availability, or other factors which may prevent travel or activities on certain days or in certain areas.

3. **CLIENT OBLIGATIONS:** Client hereby agrees to:
- A. Accept and abide by the provisions of this Agreement.
  - B. Pay any fees and furnish any information by the dates provided herein.
  - C. Conduct himself or herself at all times in a manner consistent with any applicable laws and obligations, including State game laws and regulations, and to abide by any camp and Outdoor Adventure rules established by the Outfitter.
  - D. Purchase and carry any applicable or required permits or licenses.
  - E. Arrange for travel to and from Outfitter's premises.
  - F. Provide to Outfitter, prior to the beginning date of the Hunt set forth in Paragraph 2 herein, a description of any physical limitations or restrictions, allergies, health conditions or limitations, dietary restrictions, or any other restriction or limitation which could reasonably affect Client's ability to participate in the Hunt in an unrestricted manner. In this connection, Client understands that Outfitter, in its sole discretion, may decline to provide services to any Client because of any such restriction or limitation. In the event that Outfitter so declines to provide services to Client, any fees paid hereunder to Outfitter by Client shall be refunded to Client.
  - G. Bring and provide suitable clothing, equipment and/or gear which may be required for the Outdoor Adventure, unless otherwise specifically agreed to be provided by Outfitter.
  - H. If required by State law, have a valid Hunter's Safety Card in Client's possession at all times.
  - I. Refrain from consuming any alcoholic beverages, drugs, or any other intoxicating substance during any portion of the Outdoor Adventure; provided, however, that the Outfitter may authorize the consumption of alcoholic beverages, in its sole discretion, after concluding activities for the day.
  - J. Allow Outfitter to make full use of any photographs or other depictions of Client in Outfitter's promotional, advertising, or other display materials or media.

4. **FEES AND CONDITIONS.** In consideration of Outfitter providing the services to Client as set forth herein, Client agrees to pay Outfitter the total sum of \$\_\_\_\_\_ (the "Fee"). All of said fee shall be paid to Outfitter in cash or certified funds unless Outfitter, in its sole discretion, agrees to accept an alternate method of payment. Payment hereunder shall be made as follows:

- A. A deposit in the amount of \$\_\_\_\_\_ (the "Deposit"), which shall be paid by Client to Outfitter on or before \_\_\_\_\_, 200\_\_\_\_. In the event that the Deposit is not received by Outfitter by this date, this Agreement will be null and void and in no way binding upon Outfitter unless Outfitter, in its sole discretion, accepts the Deposit from Client.

Outfitter shall hold the Deposit for and on behalf of Client and applied against the Fee. In the event that Client terminates this agreement for any reason, the Deposit shall be retained by Outfitter as his sole and exclusive remedy hereunder as liquidated damages, but not as a penalty, inasmuch as Client acknowledges that Outfitter's damages may be difficult to ascertain under such circumstances. In the event that Outfitter retains the deposit as set forth herein, the client shall have no other remedy or further obligation under this agreement.

B. The balance of the Fee shall be paid on or before \_\_\_\_\_, 200\_\_\_\_. In the event that the balance of the Fee is not received by the Outfitter by this date, Outfitter shall have the option, in its sole discretion, of terminating this Agreement and retaining the Deposit.

C. In the event that Client, or any member of Client's party, should desire to terminate the Hunt early, the Outfitter shall endeavor to provide transportation back to Outfitter's premises as appropriate; however, Client hereby acknowledges and understands that Outfitter, consistent with its obligations to the remainder of Client's party, may not be able to immediately accommodate any particular Client in this regard.

D. In the event that Client defaults in the performance of any of his obligations, as set forth in Paragraph 3 above, violates any rules or conditions of Outfitter, or violates any law or regulation, Client's rights to participate further in the Hunt may be forthwith terminated at the sole discretion of Outfitter and the Client returned to the Outfitter's premises, and Client shall not be entitled to the refund of any portion of the Fee or of the Deposit.

E. In the event that the Outfitter, materially defaults in the performance of any of its obligations hereunder, the Client, as his or her sole and exclusive remedy, either at law or in equity, shall be entitled to a return of the Fee in full upon demand therefor; provided, however, that in the event that any material default of Outfitter is due to a circumstance beyond Outfitter's control, including, but not limited to, weather or land conditions, or governmental or regulatory action, Client shall be entitled only to a return of the pro-rata portion of the Fee attributable to the percentage of the Hunt that is not completed.

**5. RELEASE OF LIABILITY; INDEMNITY:** Client hereby acknowledges and understands that Outfitter makes no warranty, neither express nor implied, as to the conditions of any of Outfitter's hunting areas. Client agrees that this document is sufficient warning of all dangerous conditions, risks, and hazards, including, but not limited to: poisonous snakes, insects, and spiders; blinds and tree stands, whether or not erected by Outfitter; erosion and general condition of land, both on and off roadways, creating rough and potentially dangerous driving and walking conditions; animals both wild and domestic that may be diseased and/or potentially dangerous; streams, creeks, or lakes that may

contain deep water or other potentially dangerous conditions; persons with firearms both on and off the Outfitter's hunting areas, and the use of vehicles. Client hereby expressly and specifically assumes all such dangers, risks, and hazards.

Further, in consideration for the right to participate in the Outdoor Adventure, Client hereby releases and agrees to protect, indemnify, and hold harmless the Outfitter and its agents, employees, and assigns from and against any and all claims, demands, causes of action and damages, including attorney's fees, which may arise now or in the future, resulting from any accident, incident, or occurrence arising out of or otherwise connected with the Hunt, whether or not caused by Outfitter's negligence or gross negligence, and Client hereby agrees that Client, Client's heirs, successors, or assigns will not make any claim or institute any suit or action at law or in equity against the Outfitter or its respective agents, representative, employees, successors, or assigns.

**6. AMENDMENT OR MODIFICATION.** This agreement may be amended or modified only by a document executed by both parties.

**7. GOVERNING LAW.** This agreement shall be construed and enforced according to the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties have executed this agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

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OUTITTER

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CLIENT

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