

**AGRITOURISM PARTICIPANT AGREEMENT  
FOR SEASONAL OR DAILY DOVE HUNTING  
- DOVE HUNTING ONLY -**

STATE OF TEXAS  
COUNTY OF GUADALUPE

**AGREEMENT.** Subject to the terms and conditions as set forth in this instrument, the “Agritourism Participant Agreement”, hereinafter, the “agreement”, the “Agent” Shayne Davis”, aka “CLCC”, does hereby grant to the “Agritourism Participant”, hereinafter the “hunter”, the right to access and hunt the following game species under the conditions and in the manner as described and set forth herein to wit;

1. 100% CLOSED AND LOCKED GATES: All gates will have a combination lock and will be kept locked at all times and will be fastened in a manner to make the lock usable for the following user(s).
2. TRASH, EMPTY SHELLS AND OTHER MAN MADE THINGS: Pick up any and all trash that you bring or see and take it away from the property. Shotgun shells resemble cattle cube feed and they do kill cows as well as any type of plastic, bottles and other man made things, so pick them up and take them off of the property.
3. SPECIES HUNTING LIST : Dove, Turtle Dove, Mourning Dove, the migratory game bird commonly known as “dove” or dove as otherwise defined by the Texas State Fish and Wildlife Service.
4. FIREARM AND AMMUNITION RESTRICTIONS : Shotgun hunting only. No shotgun larger than 12 gauge. No Ammunition or shells larger than 2 and 3/4 inch. No 3 inch or magnum ammunition or shells. No shot larger than #6. No buckshot, no slugs. Shotguns only, no pistols, no rifles or other firearms, bow & arrow or other weapons are permitted to be on leased property. Only (1) one shotgun is permitted on the property per each dove hunter.
5. STEEL SHOT PREFERENCE : Owner prefers that hunters use steel shot shotgun shells to aid in the preservation of our natural resources. Steel shot rusts and deteriorates in the soil adding iron minerals to the soil which are of benefit to the soil ensuring our natural resources for future generations and avoids lead contamination of the soil and our water supplies. An average of 500 five-hundred pounds of bird shot is disposed of on the property annually. Hunters may however use lead shot at their discretion or preference.
6. VEHICLES : No hunter shall use or bring more than one vehicle at a time on to any property [Exception: paragraph 5 and 6 below for “off road ATV’s”].

7. OFF ROAD ATV ; The use of atv's having (4) wheels and a spark arrester are permitted to be used on the property. Excluding dune buggies. Excluding all atv's with excessive fluid leaks of any type. Excluding (2) two or (3) wheel vehicles or atv's of any type on the property.
8. SPEED LIMIT : There shall be a (5) five miles per hour speed limit on all property for all vehicles and ATV's.
9. TERMS OF AGREEMENT : The term of this agreement shall include any term of a half-day hunt, full day hunt, partial season pass or full season pass with the access to the property to begin at sunrise on September 1<sup>st</sup>, 2017 and shall end on November 4, 2017 at sunset or in accordance with Texas State Wildlife Law.
10. TERMS OF SEASONAL FEE: The fee for access and rights to hunt dove as described herein and for any term as stated in paragraph 8 above shall be as advertised or as otherwise agreed in USD cash currency per each hunter to be paid in advance of the accessing the property or hunting. No checks, money orders or credit cards.
11. PRO-RATED RATES FOR SEASONAL AGREEMENT : Fees may be pro-rated as advertised or otherwise agreed.
12. TERMS AND PAYMENT OF DAILY AGREEMENT: Fees shall be paid as advertised or otherwise agreed.
13. DAILY BAG LIMIT PER HUNTER. Shall be fifteen dove (15) or otherwise in compliance to Texas State Law. Once you have reached your daily limit please leave the property to make room for other hunters.
14. OTHER RESTRICTIONS AND REQUIREMENTS :
  - a). This agreement allows specifically for dove hunting only, no other hunting is permitted.
  - b). All hunters shall abide to all local & state law and state hunting laws & regulations.
  - c). All hunters shall report any illegal activity to the Game Warden, other appropriate authority or law enforcement and to the agent.
  - d). All hunters shall pick up all ammunition, hulls, trash or other human made things on the property, including items left by others and remove such from the property.
  - e). No "IN THE FIELD" dressing or cleaning. Dove will be dressed or cleaned off of property.
  - f). Under no circumstances, shall hunters drive on any fields on the leased property if they

are muddy or wet (if mud picks up on tires or tires are making ruts or tires are spinning). Otherwise, driving is only permitted along the edges of the field and/or mowed paths or as otherwise marked or designated by the agent.

- g). NO GUESTS. The fee is charged per person. If a guest is with you it will be assumed by the agent that both persons are hunters and fee's will be charged and paid accordingly or the violator(s) will be permanently banned from the property. Certain guests may be allowed with prior consent of agent.
- h). All hunters (18) eighteen years of age or older shall fill out, sign, & return an application for an agreement prior to having access to any property.
- i) MINOR CHILDREN. Any and all persons under the age of 18 years old shall not be allowed on any property unless the under age person or child is the biological child of the adult hunter and adult hunter executes an additional "Minor Consent" form in behalf of any minor child that adult hunter will take or bring on to any property and the fee for the minor child is paid. No minor children under the age of (8) eight years old shall be allowed or permitted on the property. All minor children hunters regardless of age shall have proof of a state approved hunters safety course. All minor children hunters shall have a valid hunting license if and as required by law.
- j). Any gates that are opened by hunter shall be immediately closed and locked by the hunter and all gates shall remain closed at all times.
- k). All hunters shall act in a safe and responsible manner.
- l). No hunters shall enter in to any property before sunrise and every hunter shall leave the property prior to sunset. No hunter shall be on any property during night-time hours and shall not camp, build, make or cause fire on any property.
- m). All hunters shall abide by all state law and state and federal hunting regulations.
  - n). All hunters shall be personally responsible for the actions and activities of all other hunters accessing the property, even if only to report abuse or violations as they occur.
- o). All hunters shall maintain proper safety procedures regarding firearms, particularly by seeing that all firearms are not loaded while in vehicles or atv's.
  - p). NO BEER OR ALCOHOLIC BEVERAGES, open or empty containers, drugs, illegal drugs or other which would be considered to be a controlled substance shall be allowed on any property and no hunter under the influence of such shall be allowed or permitted on to the property.
- q). No hunter shall be within (100) one-hundred feet of any building or structure found on any property.

- r). No hunter shall discharge or fire any firearm or weapon in the direction of any hunter, person, livestock, vehicle, atv, building, structure, sign, exempt animal, exempt bird or any other thing natural or human made found on or off of any property other than the dove as permitted and described on page 1, in paragraph 1 herein above.
- s). No hunter shall enter or use any driveway found on any leased property facilitated or built for any home or business.
- t). Any Officer of any law enforcement agency having jurisdiction of or for the State of Texas has owner and agent consent and permission to access and be at or upon the property at any time for law enforcement purposes and to that end and for such purpose the property will be considered to be the same as “public” property by the owner and agent.
- v). No other person or hunter shall be allowed on to the property other than those as stated on the application for this agreement without the express written consent of the agent.
- u). No person shall be considered to be a lawful participant or hunter until all monies and fees have been fully paid and an agreement has been executed by the hunter and agent and any and all other unauthorized persons, hunters or guests shall be considered to be unlawfully trespassing and shall be charged for criminal trespassing, hunting without owner / agent consent and trespassing by projectile.
- v). No person shall climb over or through any fence or cross any fence or gates or otherwise damage any fence, fencing or gates on any property or adjoining property.
- w). NO FISHING. There shall be no fishing in any pond, tank, river or stream or any other place on the property.
- x). PARKING ON PUBLIC ROADWAY. Hunters may park on side of road on Pfannstiel and walk or drive ATV throu gate on to property, no climbing thru or over fencing.

### **IRREVOCABLE TERMS AND CONDITIONS**

1. RIGHTS OF OWNER, AGENT AND OTHERS: The property as described herein is agricultural farmland to which agricultural farming and forestry practices are necessary and take precedence over any rights given to any hunter in this agreement. The owner of the property or its agents or representatives shall be and shall have final authority of the property.
2. The hunter shall adhere to all terms and conditions of this agreement. The hunter understands and acknowledges that failure to comply will result in the forfeiture and suspension of any and all rights allowed or given in this agreement. Failure to comply with this agreement will also result in the forfeiture of any and all monetary fees or deposits.

3. The hunter shall not convey or transfer any rights allowed or given in this agreement to any other persons or hunters.
4. Any damage to the property or any building or structure thereon shall be reported immediately to the agent.
5. The hunter acknowledges that it has been provided with a map of the property outlining the property, restricted areas and travel routes.
6. The hunter agrees that should any provision herein become invalid all other provisions herein shall remain in effect and are enforceable.
7. Any and all persons or hunters 18 years of age or older shall have a legal valid form of identification on their person at all times while on the property.
8. Owner and agent agree and guarantee to allow, provide and grant access to the property as described for the sole purpose as described subject to all of the terms and conditions as stated herein. Owner and agent reserves the right to modify the terms and conditions of this agreement at any time as circumstances occur or demand.

### **ACKNOWLEDGMENTS**

1. **WARNING : THE PROPERTY IS AN AGRITOURISM LOCATION.** Under Texas State Law chapter 75(a)(003) civil practice and remedies code, an agritourism entity (owner or agent) is not liable for any injury to, or death of an agritourism participant resulting from an agritourism activity.
2. **WARNING : THE PROPERTY IS RECREATIONAL PUBLIC USE FARMLAND.** Under Texas State Law chapter 75(a)(002) civil practices and remedies code, an entity (owner or agent) providing for recreational use of farmland is not liable for any injury to, or death of a recreational use participant.

### **RELEASE FROM LIABILITY GUARANTEE TO HOLD HARMLESS AND INDEMNIFY OWNER AND AGENT**

**WARNING:** Hunter and hunters family or other person recognize the inherent dangers associated with firearms, ammunition and hunting of any type including dove hunting. Hunter and hunters family or other person recognize the natural and human made dangers associated with firearms, ammunition and hunting of any type including dove hunting. Hunter and hunters family or other person recognize the inherent dangers associated with these types of activities as described herein and that accidents involving driving, walking, the use of firearms, ammunition, falling trees,

hidden ground openings, poisonous plants, animals, snakes and other things create any number and variety of other dangers and that accidents, injury or death may forcibly occur on the property due to these activities. Hunter and hunters family or other person personally acknowledge its own recognition, awareness, knowledge and experience of these dangers and the fact that these dangers along with other dangerous physical conditions that the owner or agent could not possibly describe in this instrument or agreement do, can and will exist upon this property. With the afore mentioned recognitions and acknowledgments in mind, the Hunter and hunters family or other person agree that they enter and use this property “At Will” and “At Own Risk” and further agree to “Indemnify” and “Hold Harmless” the owner and all of their family, heirs, servants, employees or agents from any and all losses, suits, torts or claims relating to any property damage, personal damage, personal injury or death and all other liability resulting directly or indirectly from or on account of any personal appearance, personal presence or any activity on this property and extend that protection and indemnification for the recovery of any and all damages, expenses and suits including but not limited to judgements, attorney fees and any and all other costs.

**WARNING** : Owner and agent advise the hunter and hunters family or other person that if they are not able to understand the inherent risks and dangers related this “Agritourism Participant Agreement” or their personal presence or personal participation in these activities while at or on the property that you should not sign or execute this agreement and should not be on or near the property and should not otherwise participate or engage in any of these types of activities as these activities are dangerous and life threatening and could result in serious injury or death of yourself or another person.

**WARNING** : You, the hunter and your family have been warned that the activities relating to and described in this agreement are dangerous and can be life threatening.

**IN TRUTH AND FINAL ACCORD**, the participant(s), hunter(s) and hunters family or other persons have both read and understand this covenant agreement and have consulted with their individual attorney or have not. Nevertheless, to that end, all together and individually fully acknowledge, understand and agree to the form, content, terms and conditions of this agreement as written herein in all paragraphs, sub-paragraphs and instructions as stated on the previous of this agreement.

Wherefore then, on this \_\_\_\_\_ day of month of \_\_\_\_\_ the year of \_\_\_\_\_ .

**MAKE IT KNOWN AND LET IT BE KNOWN**

By Submitting the completed “Personal Information Sheet and Acknowledgment Of Agreement To Agritourism Participant Agreement For Seasonal Or Daily Dove Hunting” DOC08092021-2 and the required payment and entering into or upon the property I Agree that I have fully read and Understand the Terms of this Agreement and Agree to the Terms and Conditions as Stated and Written herein as posted at the sponsoring website [www.countrylanecattlecompany.com](http://www.countrylanecattlecompany.com) or as otherwise posted at the sponsors payment deposit box.