



Mass Deer Service, Inc.

"your game is our game"

MASS. DEER SERVICE, INC.'S PURCHASER FORM

A. For the sum of \$500 and subject to the Mass. Deer Service, Inc.'s Rules ("MDS Rules") outlined below, each individual ("Purchaser") shall receive permission to hunt deer only on one MDS Property ("MDS Property") assigned, in the sole discretion of Mass. Deer Service, Inc. ("MDS"), to such Purchaser for the 2011 Deer Season. In the event the Purchaser is unhappy with the MDS Property, the Purchaser must contact MDS in writing or via email within 10 days of the initial MDS Property assignment to request an exchange for another MDS Property. If another MDS Property is available, MDS shall assign another MDS Property to the Purchaser which MDS Property selection shall be in MDS' sole discretion. This exchange can only occur once. It is expressly understood and acknowledged by the Purchaser that this potential exchange of MDS Property is the Purchaser's sole remedy against MDS for unsatisfactory MDS Property. The Purchaser shall not be entitled to a refund of any sort or for any reason.

B. If a Purchaser desires to procure one or more additional MDS Properties (and additional MDS Properties are available), the costs of such additional MDS Properties shall be as follows:

- a. second MDS Property \$400;
- b. third MDS Property \$350; and
- c. each such additional MDS Property \$325.

Each such MDS Property shall be assigned in MDS' sole discretion.

C. If an MDS Property become unavailable after it is assigned (e.g., landowner sells land, revokes permission, etc.), then the Purchaser shall be assigned in MDS' sole discretion another MDS Property provided another MDS Property is available. If no other MDS Properties are available, then the Purchaser shall be entitled to pro-rata credit to be applied to his or her purchase of a MDS Property in the immediately following year.

MDS RULES

1. Each Purchaser shall abide at all times with the requirements of each landowner of each such MDS Property as well as all MDS Rules.
2. Each Purchaser shall not leave any trash on any MDS Property.
3. When practical, each Purchaser should consider, as a courtesy to the landowner, removing trash not left by said Purchaser from such MDS Property.
4. Each Purchaser shall follow "Fair Chase" standards.
5. Each Purchaser shall wear and use a safety harness when hunting from any elevated surface on any MDS Property and wear safety colors when required by law.
6. No Purchaser shall use or consume any alcoholic beverage within 6 hours of hunting on any MDS Property.
7. No Purchaser shall engage in any illegal activities while on any MDS Property.
8. The locations and landowners of each MDS Property shall be kept confidential and shall not be

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disclosed to those who may directly or indirectly seek or inquire about hunting any MDS Property. The Purchaser acknowledges that his or her disclosure could cause MDS to suffer irreparable harm.

Therefore, in the event that the Purchaser shall violate or breach such obligations, then in such event, MDS may seek injunctive relief and such other relief and damages as may be allowed at law or in equity. All costs of obtaining such relief, or any other form of relief for violation or breach of such obligations as well as any other obligations set forth in the MDS Rules, including reasonable attorney's fees and court costs, shall be awarded to MDS.

9. The Purchaser shall not contact in any way, shape or form any landowner of any MDS Property for purposes of soliciting the right to hunt any such MDS Property for a period of five (5) years after such Purchaser's affiliation with MDS has ended. The Purchaser acknowledges that his or her conduct in violation of this Paragraph could cause MDS to suffer irreparable harm. Therefore, in the event that the Purchaser shall violate or breach such obligations, then in such event, MDS may seek injunctive relief and such other relief and damages as may be allowed at law or in equity. All costs of obtaining such relief, or any other form of relief for violation or breach of such obligations as well as any other obligations set forth in the MDS Rules, including reasonable attorney's fees and court costs, shall be awarded to MDS.
10. Any Purchaser failing to abide by any MDS Rule regardless of whether such Rule is (1) existing but unwritten, (2) written as set forth herein, or (3) hereinafter adopted shall lose his or her permission to hunt any MDS Property, without any recourse whatsoever against MDS. Each Purchaser losing such permission shall immediately return all materials provided to said Purchaser by MDS and shall not return to nor solicit permission from any landowners of any MDS Property as set forth herein.
11. This Purchaser certifies he or she is sufficiently physically and mentally fit to engage in the activities permitted on MDS Properties and hunting in general.
12. To the fullest extent permitted by law, each Purchaser shall defend, indemnify, and hold harmless MDS (including, without limitation, its Officers, Directors, Agents, Shareholders, and Employees) and landowners of MDS Properties, from and against all claims, injuries, fatalities, damages, losses, and expenses including, but not limited to, attorneys' fees and costs (hereinafter collectively referred to as "Claims"), arising out of or resulting from the Purchaser's use of any MDS Property or from violating any laws, regulations or rules applicable thereto.
13. MDS reserves the right to change or modify any of the MDS Rules at any time with or without notice and each Purchaser shall be responsible for complying with all such changes and modifications. MDS Rules shall be posted on the MDS website.
14. The Purchaser's use of each MDS Property shall be limited to those activities reasonably necessary to hunt such MDS Property and as further limited by MDS Rules and landowner conditions.
15. The Purchaser shall neither cut trees nor trim branches or hang tree stands on any MDS Property unless MDS or the landowner specifically authorize the same.
16. The Purchaser shall not knowingly allow anyone who has not signed the MDS Rules or, even if signed, has not been assigned a particular MDS Property to hunt such MDS Property. Each MDS Purchaser is restricted to the MDS Property or MDS Properties assigned to him or her.
17. The Purchaser acknowledges, understands, and agrees that he or she is not an agent, servant or employee of MDS. Rather, he or she is simply a person who has received permission to hunt on MDS Property.

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massdeerservice@aol.com



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18. To the fullest extent permitted by law, the Purchaser waives all right and remedies for any Claims, other claims, losses, injuries, death, expenses or damages including, without limitation, all warranties express and implied, breach of contract, nuisance, negligence, etc. against MDS (including, without limitation, its Officers, Directors, Agents, Shareholders, and Employees) and landowners of MDS Property arising from or related to MDS' activities of any kind.
19. To the fullest extent permitted by law, the Purchaser understands and agrees that if MDS (including, without limitation, its Officers, Directors, Agents, Shareholders, and Employees) or any landowner of any MDS Property should be found liable, notwithstanding the above, for any Claims, other claims, losses, injuries, death, expenses or damages suffered or sustained by the Purchaser or anyone acting by, through or on such Purchaser's behalf (including, without limitation, the Purchaser's spouses and children), then the liability of such MDS and such landowner shall be limited to Two Hundred and Fifty Dollars (\$250.00) each and this liability shall be the exclusive remedy available against such MDS and the landowner and that this limitation of liability shall apply regardless of whether the conduct giving rise to such liability is unintentional, negligent, grossly negligent, reckless, intentional or otherwise. If Purchaser wishes to raise the \$250 limit of liability, the Purchaser must submit a written request to MDS, enter into a mutually agreeable written agreement reflecting the increased amount, and pay MDS an additional sum as determined by MDS.
20. Each Purchaser expressly agrees he or she shall only use bow and arrows, or, if allowed by law, crossbows and bolts on MDS Properties. Shotguns, black powder, and any other weapon, trapping device, etc. are expressly prohibited. MDS Properties are bow hunting only properties.

ASSUMPTION OF RISK

Each Purchaser acknowledges and understands that hunting is a dangerous activity. These dangers include, but are not limited to, the following:

- a. **Unsafe Treestands:** Anti-hunters and others as well as wildlife frequently render treestands unsafe (e.g., cutting or chewing safety straps, braces, etc.). It is the Purchaser's obligation to fully check and verify that each treestand is safe to use before each use of the same. The importance of this point cannot be over-emphasized.
- b. **Ticks and Biting Insects and Animals:** Unfortunately, ticks and biting insects and animals are everywhere and they often infect Hunters with diseases (SOME OF WHICH ARE FATAL). Each Purchaser assumes the risk of getting diseases, infections or any other ailment from the same. It is each Purchaser's responsibility (and NOT MDS') to protect himself or herself against ticks and biting insects and animals.
- c. **Falling and Tripping:** Hunting involves many falling and tripping hazards including, but not limited to, falling out of a trees, over rocks, logs, slipping on moss, etc. Each Purchaser assumes the risk off failing and tripping. It is each Purchaser's responsibility (and NOT MDS') to protect himself or herself against falling and tripping.
- d. **Getting Lost:** Hunting involves many hazards including getting lost getting to and from hunting areas as well as getting lost tracking game. Each Purchaser assumes the risk off getting lost. It is each

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Purchaser's responsibility (and NOT MDS') to protect himself or herself against getting lost. It is highly recommended each Purchaser procure the use of a GPS system to assist in preventing becoming lost.

- e. Getting Cut or suffering stabbing wounds: Hunting involves many cutting and stabbing hazards including, but not limited to, cuts and stabbing wounds from broadheads, hunting knives, fences, etc. Each Purchaser assumes the risk of getting cut and suffering stabbing wounds. It is each Purchaser's responsibility (and NOT MDS') to protect himself or herself against getting cut or suffering stabbing wounds.
- f. Trespassing and Nuisance Charges and Claims: Each Purchaser agrees to and assumes the responsibility for understanding land boundaries and, more specifically, where a MDS Property boundary ends and non-MDS Properties start. Each Purchaser shall not trespass or do nothing illegal or otherwise cause a nuisance or interference with non-MDS Properties. Many people do not want their property hunted and will prosecute those on their land. Additionally, many people do not want arrows shot over, through or onto their properties. It is each Purchaser's responsibility (and NOT MDS') to NOT trespass, do anything illegal or otherwise cause a nuisance or interfere with a non-MDS Property ("Criminal and/or Civil Claims"). If any action is taken against a Purchaser for any Criminal and/or Civil Claims, the Purchaser shall not seek to hold MDS (including, without limitation, its Officers, Directors, Agents, Shareholders, and Employees) or any landowner of any MDS Properties responsible and shall further, to the extent permitted by law, defend, indemnify, and hold harmless MDS (including, without limitation, its Officers, Directors, Agents, Shareholders, and Employees) and each such landowner from and against all actions arising out of or relating to such Criminal and/or Civil Claims regardless of whether the Purchaser is named as a party in such Criminal and/or Civil Claims.

I FULLY AND COMPLETELY UNDERSTAND ALL OF THE ABOVE AND AGREE TO BE BOUND TO THE SAME.

Signed Name of Purchaser: _____

Printed Name of Purchaser: _____

Address of Purchaser: _____

Dated: _____

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