

2012-2013 Season Membership Application

The 2012-2013 Hunting Season at the Birds Unlimited preserve is October 1, 2012 through March 31, 2013. Your membership dues are \$1,000. Membership includes the following:

- Full access to clubhouse and property for upland bird hunting and dog training, seven days a week, dawn to dusk.
- **Twenty Five (25) stocked pheasants for your hunting. Additional stocked pheasants at \$25 per bird. Chukkar and Quail subject to availability.**
- Hunting for unclaimed birds, up to a bag limit of two (2) pheasants per member per day. For members only - No guests.
- Unlimited guests, when accompanied by a member, at a rate of \$125 per guest per day for five (5) pheasants. Additional birds available.

FULL YEAR DUES ARE \$1,000

Payment in full on or before July 1, 2012

New Members and past members who pay after July 1, 2012

FULL YEAR DUES ARE \$1,195

Payment in full on or before September 1, 2012

All Memberships are sold on a first come, first served basis.

Membership is capped for the 2012-2013 season at Fifty Five (55) Members.

Name

Address

City, State, Zip

Phone

Email

Make Check or Money Order (sorry, no credit cards or cash) Payable to:

Birds Unlimited
PO Box 207
Deer Park, NY 11729
631-972-5575

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THIS IS A WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK AND INDEMNIFYING AGREEMENT. READ BEFORE SIGNING.

NOTE: THIS FORM MUST BE SIGNED BY ANY AND ALL INDIVIDUALS DESIRING TO PARTICIPATE IN ANY ACTIVITY OFFERED BY BIRDS UNLIMITED HUNTING CLUB OF LONG ISLAND, INC., OR ENTER ITS LEASED OR OWNED PROPERTIES.

RELEASOR'S NAME

DATE OF BIRTH

In consideration of being permitted to participate in the events of, enter on, or utilize the owned or leased grounds of BIRDS UNLIMITED HUNTING CLUB OF LONG ISLAND, INC., (hereinafter referred to as BUHC), the RELEASOR relinquishes any and all liability for any cause of action for property damage, personal injury or wrongful death of RELEASOR or RELEASOR'S dog(s) arising out of participation in BUHC events, entering on, or utilizing BUHC owned or leased property, whenever or however they occur and for such period that said activities may continue. By this agreement any such claims, rights, and causes of action that RELEASOR may have, are hereby relinquished by the RELEASOR, the RELEASOR'S heirs, executors, and assigns.

RELEASOR assumes all risks inherent in hunting, dog training and related events, and acknowledges and understands that said activities involve risks to both RELEASOR and RELEASOR'S dog(s) including property damage, bodily injury, partial or total disability, paralysis, and death and damages which may arise therefrom. RELEASOR acknowledges full knowledge of such risks. These risks and dangers may be caused by the negligence of the RELEASOR or the negligence of others, including the RELEASEES identified below. It is further acknowledged that there may be risks not known or that are not reasonably foreseeable at this time.

RELEASOR assumes the risks arising from the conditions and use of BUHC leased or owned properties, and acknowledges and understands that included in this waiver is any cause of action, arising from the performance, or failure to perform maintenance, inspection, supervision, or control of said areas, and for the failure to warn of dangerous conditions existing at these events or properties, or negligent supervision or instruction by RELEASEES.

It is the purpose of this agreement to exempt, waive, and relieve RELEASEES from liability for property damage and or personal injury to either RELEASOR or RELEASOR'S dog(s) caused by negligence, including any negligence, if any, of RELEASEES. RELEASEES include BIRDS UNLIMITED HUNTING CLUB OF LONG ISLAND, INC., other participants, event hosts, officials, Field Test Committees, Judges, sponsors, advertisers, owners and operators of leased grounds and or owners and operators of any premises used to conduct any event, and each of them, their officers, directors, agents, and employees.

RELEASOR agrees that if any claim for RELEASOR'S or RELEASOR'S dog(s) involving personal injury or death and or property damage is commenced against RELEASEES, he/she shall defend, indemnify, and save harmless RELEASEES from any and all claims or causes of action by whomever or wherever made or presented for RELEASOR or RELEASOR'S dog'(s) personal injuries, wrongful death and/or property damage.

RELEASOR acknowledges that he/she has been made aware of the club rules and understands that any violation of such rules may result in revocation of membership (whether a daily or annual membership) and forfeiture of any and all fees paid for the membership. RELEASOR shall hold BUHC, its officers, directors and members harmless from any and all claims relating to any disciplinary action, including revocation of membership.

RELEASOR acknowledges that he/she has read the above paragraphs and has not relied upon any representations of RELEASEES, and that he/she is fully advised of the potential dangers of hunting and the use of BUHC leased or owned properties and understands and acknowledges that these waivers and this agreement is permanent and binding as of the date of RELEASOR'S signature and remains in full force in perpetuity.

RELEASOR'S SIGNATURE

DATE SIGNED

PRINT NAME

2012-2013 Season Club Rules

The following rules are designed to give members an equal opportunity to use the property and enjoy the hunting experience while maintaining a safe and sportsmanlike club. Please be careful at all times and respect the rights of our neighbors and fellow club members. And remember, the club is able to operate only as a result of the hard work of volunteers.

- 1. Dues are \$1,000 prior to 7/1/12. After 7/1/12 they increase to \$1,195. No hunting may be conducted until all dues are paid in full. Members are entitled to hunting privileges on the Club Grounds and twenty five (25) reserved pheasants. Ten (10) of your original twenty five (25) birds MUST be used by December 31 or you will lose them.**
- 2. Dues are non refundable and there is no rebate for unused birds.**
- 3. The hunting season is Oct 1, 2012 through March 31, 2013. Hunting may be conducted seven (7) days a week. No hunting before sunrise or after sunset. No hunting during tower shoots or other organized club activities on the Club Grounds.**
- 4. Members and guests using the Club Grounds for any reason must sign in and out in the logbook located in the clubhouse.**
- 5. New York State DEC rules and regulations are always in force on the Club Grounds. This includes hours permitted to hunt and any restrictions concerning waterfowl, other game or game birds and the requirement to be at a minimum of 500 feet from any structure. The only exception is that the Club is permitted to hunt released birds beyond the DEC season.**
- 6. Any member violating DEC regulations will be expelled from the club without refund of dues or rebate for any unused birds.**
- 7. Members are responsible for knowing the boundaries of the Club Grounds and hunting within those areas only.**
- 8. Members may not hunt or shoot any firearm inside posted areas.**
- 9. Birds may not be shot on the ground.**
- 10. Ammunition is limited to shot shells containing #6 through #9 shot.**
- 11. While on Club Grounds, members must display the parking permit on the dashboard of their automobile, wear the Club back tag and wear an orange vest or hat.**
- 12. Members may hunt before and after Reserved Hunts for spare birds, and are limited to a take of two (2) pheasants PER DAY.**
- 13. Reserved Hunts are on a first-come, first-serve basis. Reserved hunts may be booked for the following: Morning (8:00 AM-12:00 PM), or Afternoon (12:00 PM-4:00 PM).**
- 14. Reservations are taken Monday to Friday between the hours of 9:00 AM and 5:00 PM only by calling the club reservation line. Please leave a message and you will receive a callback. Your reservation is not confirmed until you receive a callback confirmation**
- 15. During a Reserved Hunt, each member hunting must put afield a minimum of five (5) pheasants.**
- 16. Reservations can be made for weekday hunts with no restrictions. Weekend hunt reservations are limited to one (1) per 30-day period**
- 17. Cancellations or changes of reservations require 24 hour notice or the birds will be charged against the members reserve. Cancellations can be made on Saturdays or Sundays if the member calls and leaves a message PRIOR TO 5 PM the night before the hunt.**
- 18. No reservations will be taken after March 10, 2013. You may have a Reserved Hunt through March 31, but your reservation must be confirmed by March 10.**
- 19. Non-members are not permitted afield except with a member on a Reserved Hunt, and must put afield a minimum of 5 pheasants per hunter. Guest rate is \$25 per pheasant (minimum \$125 total).**
- 20. During a reserved hunt only, members may allow a guest or other member to shoot for them if they are working a dog but not carrying a gun.**
- 21. Family memberships are available for \$50. This allows the member's spouse, father, mother or child under the age of 18, to hunt on the Club Grounds with the member, and to hunt the member's reserve of pheasants. Persons who are part of a Family Membership are NOT permitted to take spare birds.**
- 22. Members may purchase additional pheasants for hunting at \$25 per bird, with no minimum.**
- 23. Hunting dogs must be under the control of the hunter at all times.**
- 24. NO live birds may be removed from the Club Grounds at any time.**

Club rules must be followed at all times. We encourage the membership and our neighbors to report violations.

IMPORTANT: Any person or persons caught violating ANY OF the above rules will be subject to immediate expulsion from the club and will forfeit any membership monies paid to the club.

Thank you for your cooperation — The Board of Directors