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CLUB RULES



WELCOME TO WINGS OVER BIG CREEK! Every fall, the grand passage of wings flying over Big Creek is a majestic spectacle that is eagerly anticipated by outdoorsmen throughout the region. The name for this natural area was chosen to recognize this incredible event.

The 80 acres of bottomland at Wings Over Big Creek (WOBC) are surrounded by large tracts of wetlands, conservation areas, timber, and cultivated fields of rice, soybeans, corn, and other crops that draw wildlife to the area year-round.

WOBC is your ticket to the rich waterfowl hunting opportunities surrounding Big Creek. The Big Creek flyway is famous because the region draws large numbers of waterfowl to feed and loaf as they travel the 30 miles between the Mississippi River and the White River National Wildlife Refuge.

We work hard year-round to assure that WOBC is ready for your recreational enjoyment. Habitat restoration is a top priority. Proper adaptive management of the moist soil, riparian, and forestry resources of WOBC sets the stage for a quality outdoor experience. The maintenance of blinds, levee access trails, water structures, and other facilities at WOBC assures that the supportive amenities are ready for you year-round. After signing the required paperwork, I encourage you and your family to visit WOBC as often as possible and see the exciting ongoing improvements and habitat restoration projects.

Enclosed within the following document are WOBC's club rules (*rules*). The rules are not meant to restrict you from having great adventures at WOBC, but to let you and everyone who visits know what is expected so that we can all have a quality outdoor adventure.

My goal is to make sure that you, your family, and guests enjoy your day at WOBC in a safe, enjoyable way. I look forward to visiting with you soon at **Wings Over Big Creek**.

As owner and site manager, I appreciate your interest in WOBC. **THANK YOU!**

Dimitrios (Dimitri) Georges, Owner/Manager

SECTION A - DEFINITIONS USED WITHIN THIS DOCUMENT:

Wings Over Big Creek (WOBC and/or property): 80 acres of land on the North and South side of Big Creek. encompassing a 1/8 section of land:

East half (E1/2) of the Southwest Quarter (SW1/4) of Section Seventeen (17), Township three (3) South, Range Two (2) East, of the Fifth Principal Meridian, Phillips County, Arkansas.

Owner: Dimitrios (Dimitri) Georges. Cell : 720.431.1466. Email: wingsobc@outlook.com

Lessee: a person who has agreed to these rules, signed the lease agreement, liability waiver, and paid the annual fee to enter WOBC property.

Agent: A person employed by, or volunteering at WOBC under the authority of owner. An agent may also include a volunteer associated with lessee.

Guest: An adult or juvenile invited onto the site by a lessee and/or owner and approved for access to the site by the owner. Guest(s) of either lessee or owner will be required to comply with these rules. Guest's may NOT re-enter the property without the presence of the lessee or the owner.

Adult hunter: anyone 18 years of age or older.

Juvenile hunter: anyone 17 years of age or younger.

Veteran/First Responder: Anyone who has served or is currently serving in the US Military, Police, Fire, Ambulance, or other closely associated profession.

Disabled Person: Anyone who is described according to the *Americans with Disabilities Act (ADA)*, as someone who has a physical or mental impairment that limits one or more major life activities, a history of such an impairment.

AGFC: Arkansas Game & Fish Commission.

Federal: US Government Agencies, Including the Dept of Interior/US Fish and Wildlife Service.

LE: Police Officers, Deputy Sheriffs, AGFC Warden's, Federal Officers/Agents.

Access: Legal entry into WOBC by a lessee and/or guest, or others as approved by owner.

Trespass: Unauthorized or illegal entry into WOBC without permission of owner or as restricted by State Law.

Navigable water: Current Arkansas State law dictates that the State owns the bottom of all lakes, rivers, and creeks up to the top of the bank. Also by State law, Big Creek is listed as a legally navigable waterway by boat or other means for *recreational* purposes **ONLY UP TO THE TOP OF BANK**. Boating by anyone other than lessee onto the property past the top of bank is ***trespassing*** and must be reported by lessee to the owner. Lessee must not approach or confront trespassers. Please report their information such as physical description of the persons involved, boat description/registration numbers, and/or vehicle description/license numbers to the owner.

Baiting: Any violation of State or Federal laws relating to the artificial attraction of game to the area by the placement of corn, rice, wheat, or other grains and their associated chaff. Details and associated information can be found at the US Fish and Wildlife service web site:

<https://www.fws.gov/story/2021-12/information-waterfowl-hunters#:~:text=You%20cannot%20hunt%20waterfowl%20by,is%20or%20has%20been%20baited>

North Unit: Hunt areas located on the North side of Big Creek.

South Unit: Hunt areas located on the South side of Big Creek.

Hunt day: a day designated for hunting of any duration from ½ hour before sunrise to sunset.

Workday: a day designated for working on/improving/cleaning up the property.

Ponds, blinds, or fields: A general area designated for hunting at WOBC.

Dog training: The running or training of retrievers and/or flushing dogs for the purpose of training the dog for waterfowling and/or upland game hunting. Dog training does not include the use of hounds on WOBC property due to conflicts with the surrounding landowners and trespassing. Dog training at WOBC must be conducted in accordance with State law.

ATV: Off road equipment such as side by sides, three wheelers, four wheelers, motorcycles, electric bicycles, and other similar equipment used to drive off road.

Scouting report: Reconnaissance, inventory, and reporting of wildlife use at WOBC by owner, and providing such report to lessee either verbally or in writing.

SECTION B - HUNTING

1 Recreational opportunities: Lessee may participate in waterfowl, Snipe, and Conservation Snow Goose order hunting at WOBC. Additional hunting is available as discussed below.

- a. Dates, species, and take for all hunting dictated by Federal & AGFC laws.
- b. Dog training is also allowed by appointment only during the lease period.
- c. **Warning! Alligators are present** within proximity to Big Creek. Lessee, their guests, and their pets are strongly encouraged to stay away from the banks and entering the channel waters of Big Creek.
- d. Special big game hunting for Deer, Bear, and Alligator may be allowed for an extra fee.
 - i. Special hunts will not be permitted during the open dates for waterfowl season(s).
 - ii. Lessee is responsible for acquiring and paying for special permits required by AGFC.
 - iii. Additional fees for big game listed above in addition to basic lease fee:
 1. Adults (18 years old and older): \$250/season/hunter.
 2. Juveniles: (17 years old and under): \$50/season/juvenile.
 3. Veterans/First Responders: \$100/season/hunter.
 4. Disabled: \$75/season/hunter (\$25/season per Juvenile Disabled hunter).
 - iv. Blinds for Deer and Bear hunting will be permitted as follows:
 1. Removable, temporary ground blinds ONLY. No tree stands will be allowed.
 2. Blinds may stay out during the entire season unless the location affects waterfowl hunting (conflict to be determined by owner).
 3. Blinds must be removed before each flood event, and by the end of the lease period.
- e. Hunting for squirrel, rabbit, raccoon, beaver, and similar small game will be permitted within the season(s) allowed by AGFC at no additional fee. Small game hunting will not be permitted when waterfowl season(s) are open.
- f. Guests for big and small game hunting will not be permitted.

2 Guests: Lessee may bring the following number of guests to the property for hunting as listed in B1 (above). However, all guests must be under the direct supervision of the lessee as follows:

- a. **Adult guests (age 18 and over):** 15 guests per waterfowl season at no additional charge. Thereafter, \$30 per hunt day/guest.
- b. **Juvenile guests:** (age 17 and under): unlimited at no additional charge.
- c. **Veterans/First Responders:** 15 guests per waterfowl season at no additional charge. Veterans/First responders are in addition to other adult guests. Thereafter, \$20/hunt day/guest.
- d. **Mobility impaired or disabled guests:** 5 guests per waterfowl season. Mobility impaired guests are in addition to other adult guests. Thereafter, \$20/hunt day/guest.

- e. Guests must sign a liability waiver and pay fees (if due) before entering WOBC. Liability waivers will be available from the owner as needed.

3 Daily hunts: Lessee has an exclusive lease agreement with owner. Lessee and owner agree to not allow persons outside the lease to hunt for a daily fee.

4 Hunting by WOBC Owner: Owner and their escorted guests reserve the right to hunt all areas of WOBC on any day of the week. However, owner will not pressure the hunt areas in ways that may affect lessee's hunting opportunities/success. Guests of owner will not be permitted to access the site by themselves.

5 Working at property: Owner reserves the right to work at the property for the purposes maintenance and management at any time of day or night. However, owner will take reasonable care not to disturb the property in a way that will affect lessee's recreational opportunities (unless it is an emergency).

6 Expected behavior of lessee and their guests: Lessee and guests are expected to act in highly ethical and sportsmanlike way while at WOBC and treat others in the same way that they would like to be treated.

7 Laws: All Federal and State laws and regulations (including licensing) must be complied with while on WOBC property. Lessees and their guests found to be in violation of same and cited by a law enforcement officer for a violation at WOBC will be grounds for the *possibility* of immediate revocation of access to WOBC. Owner will make the final decision for such action.

8 Release of liability form: Liability waiver must be signed by each lessee before entering WOBC for the first time in the year in which lessee has signed a lease agreement. Guests must also sign the liability waiver form on or before entering WOBC the first time. **No exceptions.** A lessee or guest who does not have a liability release form on file with owner or refuses to sign the liability release form will **not be allowed to enter the site.**

9 Use of property: Property, blinds, roads, levees, water control structures, and any other WOBC property is there for effective management of the resources and site operations. Please report any evidence of vandalism and/or failure of any facilities to owner so the facilities can be kept in good working order.

10 Damage to property: Lessee and their guests are personally responsible for any damage to WOBC property, and the property of others. Compensation for damage to any property will be negotiated with the owner. Final payment must be made no later than the end of the lease period for the year or lease will not be renewed. **Damage to roads, crops, and other facilities related to surrounding properties is forbidden.** Owner has worked extremely hard to secure access to WOBC through private property adjacent to both the North and South Units. Please show respect for the surrounding farmers' fields, roads, and equipment so that this trust from the farmers is not jeopardized and access to WOBC continues uninterrupted.

11 Removal of individual property at the end of the season: Lessee (and their guests) private property must be removed from WOBC no later than the end of the lease period for the year. Any property not removed by the end of the lease period will be considered abandoned and become the property of WOBC. If flooding of the bottomland does not allow removal of the property due to access issues, Lessee must make every attempt to remove the property as soon as possible after the property is accessible. Owner will keep lessee updated as to property accessibility.

12 Workdays: Lessee's are encouraged to volunteer for workdays and/or projects at WOBC. Lessee participation in workdays is not required. Work tasks will include but are not limited to blind construction/repair/brushing, habitat restoration, light maintenance, maintenance and setting out decoys at ponds, and other general duties.

13 Hunt days, locations, and times for waterfowling: Lessee may hunt any day of the week and at any location within the property lines. Hunting out of the blinds is **not** required. Lessee must provide owner at least 24 hr. notice before entering property at any time. Owner will be available on hunt days to assist as needed and collect liability releases/fees from guests. During periods of high water that are safe to access and hunt, lessee may hunt anywhere on site out of boats. **Special hunts authorized by the State for youth and Veterans will be honored at WOBC at no additional charge to lessee or their qualifying guests.**

14 Decoys: Owner will provide decoys for all ponds rigged "Texas rig" style for use by lessee (stored in a large floating tub near the entrance to the pond).

- a. Lessee's are **not** required to set decoys out to hunt at WOBC.

- b. Lessee may bring their own decoys if they prefer.
- c. All decoys, regardless of ownership that are set out must be collected at the end of each hunt and stowed back in the tub at the edge of the pond (unless the lessee is returning to hunt the afternoon).
- d. Lessee must ensure that decoys are clipped to the tub, and the tub is attached to the stake at the edge of the pond so dekes do not float away during periods of high water. Decoys stored in bags must be tied to the tub as well.
- e. Decoys located in ponds 4 and 6 will be hung from hooks on the trees near the pond. Lessee's must re-hang decoys on the hooks at the end of the hunt day.
- f. Please report any problems with decoys, blinds, or other equipment to the owner for repair.

15 Scouting report: Owner will provide lessee with a weekly scouting report as necessary or if requested. Topics will include bird activity at WOBC and the surrounding lands. The report may also include reports from AGFC, local hunters, guides, farmers, and biologists.

16 Conservation Snow Goose Order hunting:

- a. Lessee may hunt anywhere on the property within the Conservation Snow Goose Order season dates authorized by the Federal government.
- b. WOBC will not provide goose decoys to lessee.

17 Dogs: Must be under their Owner's control while at the property. Any dogs found to be uncontrollable or vicious toward other people or their dogs will not be allowed on site until the dog owner and property owner agree on a plan to reduce the conflict with the dog. Hounds will not be allowed on the property.

18 Conflicts: Major conflicts between lessee, guests, and others associated with the lease agreement or neighboring property(s) must be reported immediately to the owner for resolution.

19 Trash: Lessee and guests must remove all trash they see on the property. Report major trash finds to the owner for removal.

20 Wanton waste of game: Wanton waste of game will not be tolerated and will be reported to the local LE wildlife officer. Harvested game and carcasses of same must be immediately removed from the site at the conclusion of each hunt day. Any waterfowl suspected of having avian influenza must be removed from the area by lessee or reported to owner immediately for disposal.

21 Skybusting (extremely high shooting): The owner will not tolerate this type of activity. Let's all work together so that WOBC isn't turned into a shooting gallery.

22 Drinking alcoholic beverages and/or the use of illegal drugs at WOBC: **Forbidden** unless alcohol is approved by owner for a social event with owner present; otherwise, anyone who is discovered drinking alcoholic beverages or taking illegal drugs at WOBC will be subject to having their access privileges revoked immediately until the situation is resolved. Repeat offenders will be expelled from the site and their future access revoked.

23 If access to WOBC is revoked: Access is immediately terminated. Reinstatement will be determined by consultation between the owner and the violator.

SECTION C – ACCESS AND PARKING

1 Parking: Parking for vehicles, trailers, boats, and all-terrain vehicles (ATV's) and other personal means of transportation will be restricted to designated areas only. Owner has worked extremely hard to secure access to WOBC through private property associated with both the North and South Units. Please show respect for the surrounding farmers' fields, roads, and equipment so that the trust of the farmers is not jeopardized and access to WOBC continues uninterrupted.

- a. It will be the responsibility of lessee to access the property via the dirt farm access roads with their personal vehicles ATV's. **Driving across farm fields will NOT be permitted.**
- b. *North Unit* – Accessible off Rd 316 onto dirt farm roads to a small, mowed parking area on the North side of the duck ponds. This parking area provides access to ponds: 1, 2, 3, 6, and 7.

- i. When the dirt roads coming off Rd 316 are passable, lessee's may drive in with personal vehicles.
- ii. When the dirt roads are impassable with personal vehicles, lessee's must park on Rd 316 and use ATV's to drive into the North Unit.

c. **South Unit** - Accessible off Road 470 onto dirt farm roads that are subject to extreme flooding. Parking for Pond 4 and 5 is available near the ponds on top of a levee near Big Creek.

- i. When the dirt access roads coming off Rd 470 are *not* deeply flooded, lessee may use ATV's to drive directly to the ponds and park on the earthen levees adjacent to both ponds 4 and 5.
- ii. During periods of high water, the dirt roads coming off Rd 470 are deeply flooded and sometimes impassable. Only larger ATV's may be used to access pond 4 & 5.

d. When roads entering WOBC are impassable with conventional full-sized four-wheel drive vehicles, or as determined by owner, parking for personal vehicles and trailers will be restricted to the edge of Phillips County Road 376 for access to the North Unit, and Phillips County Road 470 for vehicle access to the units on the South Unit.

e. All hunting sites may be accessed via boat from the North Unit during periods of high water.

f. Personal vehicles, ATV's, boats, trailers, and other equipment may be left on site overnight in the small parking area at the North or South Unit **at the lessee's own risk**.

2 Driving on site and access to ponds: Personal vehicles may not be used past the small onsite parking lot at the North Unit, or on the levees near the South Unit unless authorized by the owner.

- a. ATV's may be used on levees for access to ponds but **may not be driven out into the ponds for access to the blinds**. Driving inside the ponds creates ruts that become trip/fall hazards for hunters who are wading in the ponds.
- b. During periods of high water when the levees are softened from rains, overtopped with flood waters (no matter how deep), or as determined by owner, ATV use will be restricted for safety and to minimize damage to the levees and fields:
 - i. **North Unit:** No driving past the small onsite parking area NW of Pond 1.
 - ii. **South Unit:** Depending on water levels in the fields, access to this area may be completely closed due to dangerous and impassable floodwater levels near Pond 4 and 5.
- c. Owner may provide alternative access routes for ATV's to both the North and South Unit ponds if access can be arranged with the surrounding landowners. These access routes are not guaranteed.
- d. Lessee and their guests must be prepared to walk in to access the ponds (if floodwater is low) or use boats during high water events.

3 Boat access: The use of boats will be at lessee's own risk and subject to the following:

- a. **WARNING:** Boating on site is dangerous during periods of high water. Strong currents at all locations within the floodplain of Big Creek are common. Owner reserves the right to close the area to boating when it is determined that the area is too dangerous to access via boat .
- b. All boating on the property must comply with Arkansas State laws.
- c. All hunting areas can be accessed by boat (including the areas in the South Unit).
- d. Lessee may park their boats and trailers within the property lines at the edge of the high water overnight at their own risk. Boats must be securely anchored with long anchor lines so that the boats don't drift away (floodwaters can rise as much as ten feet in one night).
- e. Lessee may briefly enter adjacent properties with a boat to retrieve downed game. If an access issue arises with the collection of downed game, hunters must let the owner know so that permission from the landowner of the area can be arranged to access the property.

SECTION 3 – FEES:

The fee charged by owner to lessee will be negotiated on a yearly basis. A 50% deposit will be required after the agreement is signed by owner and lessee (usually in February of the calendar year), with the remainder of the fee due by September 1. Fees for guests (if applicable) will be payable to the owner of WOBC (method of payment to be coordinated) before the beginning of each hunt day.

END OF CLUB RULES

EXAMPLE