

# ELK CAMP OUTFITTERS, LLC

PO Box 776094 ~ Steamboat Springs, CO 80477 ~ (970) 846-6326

## GUIDED HUNTING CONTRACT

License # 2867

DATE: 1-Jan-2011

Mr. Sample Sample is booked to hunt ELK during the 2015 season with Elk Camp Outfitters, LLC. The dates of the hunt trip will start on 10/15/2011 and end on 10/20/2011. Hunting Dates: 10/16/2011 - 10/20/2011. This contract and articles do not in any way guarantee the Client a kill. The Outfitter will provide and maintain an excellent, clean and stationary camp. He will use the best equipment available. The Outfitter according to the seasons and the weather conditions will designate the camp and hunt. If a Client should leave early for any reason there will be NO refund on said trip.

### ARTICLES

The Outfitter will conduct the hunt in a professional manner and the Client will conduct himself/herself as a sportsman according to the following:

1. The Outfitter will provide a complete facility with sleeping, cooking, dining, and toilet facilities. Meals will be nourishing and ample and will be prepared by a full time cook.
2. Trophies and meat will be handled according to the specifications on the Client and will be packed out. The meat is the hunters responsibility after that.
3. Hunting may be done on foot, horseback, ATV, snow mobile, or vehicle: whichever method is deemed appropriate by the outfitter
4. The Outfitter will be responsible for the conduct of all employees in the field.
5. The Outfitter will not be responsible for accidents occurring in the field. I, the Client, will not hold Elk Camp Outfitters, their employees, or their agents responsible in any way.
6. The Outfitter will be the final authority in the operation of the hunt, and at no time shall his authority be challenged. Any questions and/or complaints will be taken up directly and in private with the Outfitter.
7. The Outfitter can, at his discretion, change the dates or reduce the number of days specified in the contract and break camp for any of the following reason:
  1. Weather or unpredictable and unusual circumstances which may affect the safety and/or well being of the members of the camp.
  2. All Clients have filled their licenses.
  3. We, the Outfitter, are not liable for any time lost on your trip and there will be no refunds.
8. The Client will not mistreat livestock. He will refrain from handling livestock and equipment without permission from the Outfitter.
9. The Client will closely observe all hunting and camp rules as verbally specified by the Outfitter. He will strictly adhere to all Division of Wildlife, Forest Service and BLM Regulations & Laws.
10. The Client will closely observe the advice and recommendations of his guide and will not go out on his own unless approved by his guide and Outfitter.
11. The Client if unable to abide by these rules set forth by the Outfitter, will be asked to leave as soon as possible. NO money will be refunded.
12. The Client will practice firearms and hunter safety at all times.
13. No excessive drinking in the facilities, NO drinking in the field.
14. Use or possession of illicit drugs will not be tolerated. Client will be asked to leave trip early with NO refund.
15. All pictures, videos, and anything else taken by Outfitter may be used to advertise or promote hunts.
16. The Colorado Division of Wildlife determines all hunts. Season information is subject to change or cancellation based upon regulations or weather conditions. Elk Camp Outfitters will not be held responsible for these actions.
17. The ratio of Clients to guides will be determined by the hunt desired by the client and what the outfitter has to offer.
18. In the case that the Outfitter has his guides set up for he hunt and if for some reason that a guide quits, gets hurt or sick, the Outfitter will not be held responsible.
19. The hunt that Mr. Sample has booked will have a guide ratio of 1 Guide per 2 Clients.
20. In case the hunter can not make the hunt after his deposit is put up he will have the choice to send someone in his place. The Outfitter will be notified of this change as soon as possible.
21. Deposit due upon booking a hunt or trip will be %50 of total hunt fee unless other arrangements are made.

Mr. Sample has put up a \$ deposit as of date: July/ 30/2013  
Deposits are non-refundable. Balance due upon arrival in cashiers check, money order, or cash ONLY.  
Balance due will be \$ upon arrival.  
The total cost of hunt is \$.
22. All persons riding horses on hunts will have to sign a waiver to do so. This will be done when Client reaches our facility. WARNING: Under Colorado Law, an Equine Professional is not liable for any injury to or death of a participant in equine activities resulting from the inherent risk of equine activities. Pursuant to Section 13-21-119. Colorado Revised Statutes.
23. All license fees and tags are in addition to the cost of said trip and will be paid for by the Client.
24. We hunt both Private and Federal Land, Grand Mesa & White River National Forest and BLM lands.
25. In the event of dispute or failure of payment or liability, the parties consent to exclusive Legal Jurisdiction in the Mesa County, Colorado, District Court. This agreement is deemed made in the state of Colorado and Colorado Law will apply to all questions of disputes or payments.
26. The Outfitter will provide transportation to and from Grand Junction airport.
27. The Outfitter does not guarantee to be personally present.
28. **All Clients born on or after January 1, 1949 must have a Hunters Safety Card to purchase a Colorado Hunting License. THIS IS A STATE LAW.**

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Elk Camp Outfitters, LLC fully agrees to stand by this contract.

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Sign: \_\_\_\_\_ Date: \_\_\_\_\_

I, the client, fully understand and agree to this contract.