

Arapaho Wilderness Outfitters, LLC

Contract Agreement/Liability Waiver

Top of Form

CCTHIS **Contract Agreement** (“Agreement”) is made and entered into between **Arapaho Wilderness Outfitters, LLC, (“Outfitter”)** and _____ (“Client/Participant”). Outfitter and Client are referred to together as “the Parties”. Each individual Client participating must sign this Agreement with attachments. (Arapaho Wilderness Outfitters being hereafter referenced as AWO.)

In consideration of the promises and covenants contained in this Agreement, and for other good and valuable consideration, Outfitter and Client agree as follows:

1. The Outfitter Agrees to:

Be registered, insured and bonded as required by the applicable State Registration (Licensing) authority and the applicable permitting agencies (USFS) (Colorado Outfitter License # 1993)

Provide client with a _____, from the ____ day of _____, through the ____ day of _____, which **includes** the pack -in and pack out days. Hunt is a 7 day trip with 5 actual hunt days. The parties understand the trip dates may change as a result of factors beyond the Outfitter’s control. These factors include, but are not be limited to: weather, governmental action, trail conditions, staff illness, and/or horse/mule illness. These factors may also delay or change in dates in which we pack in or out on a trip, change trip activities or trip locations.

Depending on Hunt Selected Outfitter will provide the following agreed-upon services and/or equipment:

Rules and regulations related to camping or other wilderness activities and endeavor to run an efficient and clean camp.

Provide the Client with a suggested list of clothing and personal effects needed for the Trip, regulations, necessary application forms, arrival and departure dates (if not provided for above), and other reasonable information requested by the Client pertaining to the Trip.

Drop camp consisting of items listed in Attachment No ____

Riding horses to/from camp on pack-in and pack-out days

Complete packing service for client’s gear

Base camp accommodations to include tent lodging, toilet facilities and necessary supplies and equipment.

Guide service consisting of 1 guide for each 2-3 client(s)

Riding horses for each client for the duration of the Trip

Field dressing, caping and quartering game

Wrangler to take care of horses and to accompany Client. Horses to be used for transportation to hunting areas from camp or return from hunting areas to camp

The Outfitters agrees the hunt will be in GMU(s) 18 & 28 with camp locations as designated by the permitting agency

The activities of outfitters are regulated by the Director of the Colorado Division of Registrations in the Department of Regulatory Agencies, and pursuant to C.R.S. 12-55.5-105(1)© and (1)(d), outfitters are to be bonded and are required to possess a minimum level of liability insurance. If operating on

public lands, one must hold a special use permit to operate granted by the USFS or BLM.

NOTE: Arapaho Wilderness Outfitters **does not** provide sleeping bags, personal gear, hunting or fishing licenses, taxidermist fees, meat processing, shipping of meat, cape/ antlers **or alcohol**. On hunting trips, Client is responsible for the game, hides, cape and antlers after they are packed to the base camp pack station.

2. The Client Agrees to:

- Pay all fees when dues and furnish all required information by the dates promised
- Live and camp in a manner consistent with State laws and regulations, U.S. Forest Service and BLM (Agency) regulations and abide by Outfitters rules and policies
- Purchase applicable licenses(s) and necessary parking passes.
- Arrange for his own travel to and from the designated Trailhead.
- Bring sufficient but not excessive amount of personal gear based upon the list provided by Outfitter
- If born after January 1, 1949, have in possession a Hunter Safety Card
- Refrain from consuming any alcoholic beverages during the day or otherwise until all firearms associated with the hunt are unloaded and stored for the day
- Other as described in Attachment No. _____
- Read and sign the attached "Acknowledgment and Assumption of Risks, Release and Indemnity Agreement"

3. Fees and Conditions:

The Client agrees to pay the Outfitter the sum of \$ _____ each) U.S. funds in the form of cash, certified funds or money order as follows.

A. A deposit of **50%** (each) which shall be paid by the Client to the Outfitter with a signed copy of this agreement received by the Outfitter on or before _____. If Client fails to sign this Agreement, or pay the deposit by the date outlined **above**, this Agreement is void and no longer binding on the Outfitter unless he chooses, in his discretion to accept it.

B. The balance of the fee shall be paid on or before: **60 days prior to hunt date.**

4. Cancellations and Refunds:

A. Outfitter shall hold Clients deposit and apply it against the total fee as follows:

- (1) If Client terminates this Agreement at least 180 days before the beginning of the Trip, Client's deposit shall be refunded in full.
- (2) If Client terminates this Agreement after the time described in (1), above, Outfitter shall keep Client's deposit as his sole, liquidated damages.

B. If Client decides to terminate the Trip early, the Outfitter will attempt, in good faith, to pack or transport Client out of the Wilderness. However, Outfitter retains the right, in his sole discretion, to determine when and how to pack Client out. Further, unless there is an emergency or prior arrangements have been made, all members of a party are expected to pack in/out on the same day.

C. If Client fails to fulfill any of his obligations under this Agreement, Outfitter may at his sole discretion, choose to terminate Client's right to participate, or participation in the Trip. In this case, Client shall not be entitled to a refund of any portion of the fee. Further, Outfitter retains the right, at his sole discretion, to

terminate Client's participation in the Trip, should Client present a safety concern or medical risk, or otherwise conducts him/herself in a disruptive or disagreeable manner, Client is responsible for all costs of early departure, whether for medical reasons, dismissal, personal emergencies, or otherwise. These costs include, but are not limited to medical evacuation and cost, travel, and compensation and expenses for guide accompanying Client.

D. If Outfitter fails to fulfill his obligations under this Agreement because of factors beyond his control (see, e.g., section 1., above), Client shall not be entitled to a return of any portion of the fee. If Outfitter otherwise fails to materially perform his obligations under this Agreement, Client shall be entitled to a refund of the pro-rata portion of his fee for the uncompleted percentage of the trip.

E. If the Client fails to draw the required license for the species for which he has negotiated the hunt, he shall be entitled to a refund of 100% of his deposit, unless, a second choice season has been designated. Proof of application and denial required.

F. Final acceptance for the Trip is contingent upon Outfitter's receipt and review of all forms. Client must complete and sign a registration and information form and understands that, notwithstanding other provisions in this Agreement, Outfitter can, at his sole discretion, choose to cancel Client's trip, and refund any fees paid, as a result of reasons stated in the registration form.

5. Agreement and Signature

This Agreement shall be governed by the substantive laws of Colorado (without regard to its "conflict of law" rules), and any mediation, suit or other proceeding arising out of or relating to this Agreement must be filed or entered into only in the State of Colorado, County of Grand. If any provision of this Agreement is deemed unenforceable, the remaining provisions shall continue in full force and effect.

A representative of each of the Parties has read and understands this Agreement, and acknowledges that it shall be effective and binding upon the Parties and their respective heirs, successors and assigns. A parent or guardian must sign below for any participating minor (those under 18 years of age). This Agreement shall be effective as of the latest date signed by the parties below.

Arapaho Wilderness Outfitters, LLC

By: _____, Outfitter (Colorado Lic. # 1993)

Date _____

Client/ Participant signature _____

Date _____

Complete Mailing Address _____

Phone number: _____

Email Address: _____

REGISTRATION AND INFORMATION FORM

To Participants:

I understand that participation on this Trip depends upon a review and evaluation of participant's medical, and health information. I understand that an AWO (Outfitter) would like to obtain accurate information about participant's health, and fully understand any medical or health concerns or limitations. Disclosing information in this form does not automatically exclude participation. Please contact us if you or your physician has any questions or concerns about your ability to participate in the Trip. It is your responsibility to furnish physician's reports to us, if you feel it is necessary in order for us to understand a condition. Participants understand that they share in the responsibility for their own safety and the safety of others on the Trip.

Age _____ **Weight** _____ **Height** _____

Date of Birth _____

Does participant have any condition (medical, physical, emotional or otherwise), which might affect participant's health or well-being, the well-being of others, or affect participant's ability to engage in the Trip? Are there any known food allergies?

Are there any limitations on participant's ability to participate in any Trip activities?

Do you have any fears/concerns about activities you will be engaging in on the Trip?

Horseback ability: Novice _____ Fair _____ Good _____ Excellent _____

In case of an emergency, whom should we contact?

Name _____ Relationship _____

Daytime phone no. _____ Evening phone no. _____

I acknowledge that this Registration and Information Form contains accurate information. I will contact Outfitter if any medical or health condition changes before the start of the Trip. I acknowledge that providing inaccurate medical or health information or falsifying medical or health information can create serious risks to participant or others, and/or can result in participant's dismissal from the Trip. I understand final acceptance on the Trip is contingent upon Outfitters receipt and review of all forms, including this Registration and Information Form.

Client Signature: _____ Date _____

Client please print name _____

**PARTICIPANT ACKNOWLEDGMENT AND ASSUMPTION OF RISKS
& RELEASE AND INDEMNITY AGREEMENT**

Please read this Document (hereafter "Document") carefully before signing. All participants must sign this Document. For participants under 18 yrs. of age parents or Guardians(s) (hereafter collectively "Parent(s)") must also sign. "I," "me" or other first person references shall include adult and minor participants and the Parent(s) of minor participants, unless the context requires otherwise. References to "participant" include both minor and adult participants.

In consideration of the services of AWO, its agents, owners, officers, employees, representatives, independent contractors and all other persons or entities associated with it, Including the owners of any leased private land, (collectively referred to as "AWO"), participant agree as follows:

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

Engaging in outdoor recreational activities involves risks. Activities vary and may include, but are not limited to: hunting, fishing, horseback riding, camping and hiking (referred to in this Document as “activities” or “these activities”). Participants acknowledge that there are inherent and other risks, hazards, and danger associated with these activities that can cause or lead to injury, damage, death or other loss. The following describes some, but not all of those risks, hazards and dangers:

Risks present in an outdoor or wilderness environment. These risks include travel in mountainous or wilderness terrain both on and off trail. Travel can be subject to storms, lightning, snow, hail falling rocks, rapidly moving (cold) creeks or rivers, falling or fallen timber, wild animals, stinging and/or disease carrying animals or insects, and other natural or man-made hazards and dangers. While traveling in these areas, hazards may not be marked or visible and weather is unpredictable year round.

Risks involved in horseback riding. Riding or otherwise dealing in any way with horses (including donkeys, mules or ponies) (hereafter “horse”) includes risks. Horses are unpredictable in all circumstances and without warning, can kick, bite, stomp, stumble, rear, bolt, fall down, and react to the environment, sudden movements, noise, light, vehicles, people, other animals or objects. Horseback riding can involve equipment that may break, saddles that may slip, and other riders who may not control their animals.

Warning: Under Colorado law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.

Risks in decision making. There are risks involved in decision-making and conduct, including the risk that an AWO representative, contractor, or co-participant, may misjudge a participant’s abilities, or misjudge weather, terrain, route location, some aspect of medical treatment, or the character of a horse. Risks arising from riding or recreating in areas where others may be using firearms, including the risk of being shot or struck by flying debris or by accidental discharge of a firearm. The risk that equipment used may break, fail, or malfunction. Risks connected with geographic location. Activities may take place in remote places, several hours or days from any medical facility, causing potential delays or difficulties with communication, transportation, evacuation, and medical care.

Risks associated with cooking and camping chores. Participants can cook over a gas stove or an open fire and can be exposed to the risk of gas explosion, scalding or other burns. Water may need to be disinfected before use.

Risks regarding conduct. Risks include the potential that the participant, or other participants or third parties (e.g. rescue squad, hospital) may act carelessly or recklessly. Such other risks, hazards, and dangers associated with recreational activities engaged in, in a wilderness or outdoor environment.

These and other risks, hazards and dangers may result in participants: tripping or falling, being struck, colliding with objects or people, experiencing vehicle or boat capsize or collision, suffering gastrointestinal complications or allergic reactions, becoming lost or disoriented, reacting to high altitudes. Weather conditions or increased exertion, experiencing other problems. These and other circumstances may cause hypothermia, dehydration, frostbite, drowning, high altitude sickness, heart or lung complications, broken

bones, concussions, burns, wounds, or other injury, damage, death or loss.

I participant agree:

- + I have accurately completed all forms and agree to abide by the terms of those documents, and to obey all rules, regulations and policies;
- + I have reviewed and understand all program information and materials received \, and understand that AWO representatives are, and have been available should I have further questions about these activities or the risk, hazards and dangers associated with these activities;
- + Participant has no mental or physical problems or limitations which might affect his/her ability to participate that have not been disclosed to AWO and participant is fully capable of participating without causing harm to participant or others;
- + AWO cannot assure participant's safety or eliminate any of these risks.

Participant is voluntarily participating with knowledge of the risks. Therefore, participant assume and accept full responsibility for participant, for the inherent and other risks (both known and unknown) of these activities and for any injury, damage, death, or other loss suffered by participant resulting from those risks, and resulting from participant's own negligence or other misconduct.

RELEASE AND INDEMNITY AGREEMENT

Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. I agree as follows:

(1) to release and agree not to sue Arapaho Wilderness Outfitters LLC, with respect to all claims, liabilities, suits or expenses (including attorneys' fees and cost) (hereafter collectively 'claim' or 'claim(s)'), asserted by or on behalf of me in any way connected with my activities, or use of AWO equipment or facilities. I understand that in signing this Document, I surrender our respective rights to make a claim against AWO, for any injury, damage, death or other loss suffered by me.

(2) to defend and indemnify ('indemnify' meaning protect by reimbursement or payment) AWO with respect to all claim(s) brought by or on behalf of me, my child, a family member, a co-participant or any other person, for any injury, damage, death or other loss in any way connected with my enrollment or participant in these activities, or use of AWO equipment and/or facilities.

This Release and Indemnity Agreement includes any losses caused or alleged to be caused, in whole or in part, by the negligence (but not gross negligence or intentional, or reckless misconduct) of AWO, and includes claims for personal injury, property damage, wrongful death, breach of contract or otherwise.

CONCLUSION:

I participant agree that this Document, any dispute I have with AWO, and all other aspects of my relationship with AWO are governed by the substantive laws of the State of Colorado (without regard to its 'conflict of law' rules), and that any mediation, suit or other proceeding must be filed exclusively in the State of Colorado. I authorize AWO or other medical personnel to obtain or provide medical care for my health. I agree to pay all costs associated with medical care and transportation. I authorize AWO to administer emergency first aide or CPR if deemed necessary. I authorize AWO, and/or parties designated by AWO, to use my photos for sale or reproduction in any manner AWO desires, for advertising, display, audiovisual or other use. Any portion of this Document deemed unlawful or unenforceable shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.

The activities of outfitters are regulated by the Director if the Division of Registrations in the Department of Regulatory Agencies, and, pursuant to C.R.S. 12-55.5-105(1)© and (d), outfitters are bonded and required to possess a minimum level of liability insurance.

Participants agree: I have carefully read, understand, and voluntarily sign this Document and acknowledge that it shall be effective and binding upon me, my minor children, other family members, my heirs, executors, representatives and estate.

Signature of Participant _____ Date _____

Printed Name _____

Birthdate _____

Bottom of Form
