



# Big Horn Outfitters, LLC.

License #OUT.0003267

Richie Richardson

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## OUTFITTERS

This agreement is made by and between Big Horn Outfitters, LLC. (the "Outfitter") and the party named below (the "Client"). This agreement shall be effective on the date Outfitter receives Client's deposit and the agreement is signed by both parties. The parties (Outfitter and Client), in consideration of the mutual promises contained herein, now agree as follows:

Client Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

### Type of Hunt (Check all that apply):

Non-Guided      or       Guided: Client to Guide Ratio: \_\_\_\_\_ to \_\_\_\_\_  
 Horseback Drop Camp  
    Horseback Ability:  Novice/ Fair       Good       Excellent  
 Base Camp: Horses are not provided or used, client must provide their own transportation  
 Rifle       Muzzle loader       Archery       Pack Service Only

Hunt will be in GMU #: \_\_\_\_\_

Arrival Date: \_\_\_\_\_ Arrival Time: \_\_\_\_\_ a.m./ p.m.

Departure Date: \_\_\_\_\_ Departure Time: \_\_\_\_\_ a.m./ p.m.

Which includes \_\_\_\_\_ pack-in and pack-out days

Pack-in/out not applicable

Full Price for Hunt: \$ \_\_\_\_\_

Deposit Paid: \$ \_\_\_\_\_

Balance Due: \_\_\_\_\_

**50% deposit due by January 15 to hold hunt dates. If deposit and signed contract is not received by all members in hunting party within 30 days of sending the agreement, any monies paid will be forfeited, dates of trip released and this contract will be null and void and in no way binding on the Outfitter unless accepted by him in his sole discretion. Full Balance is due by July 15 of the hunt year. Credit card payments will incur a 3.5% charge per transaction. No refunds on deposits. See full cancellation policy below for details. Client Initials: \_\_\_\_\_**

Big Horn Outfitters will not be responsible for any trips terminated in progress due to unforeseen inclement weather conditions. Big Horn Outfitters does not provide sleeping bags, personal gear, battery chargers, electronic devices, communication devices, generators, food, liquor, hunting or fishing licenses, taxidermist fees, meat processing or shipping of meat, cape or antlers. On hunting trips, the client is responsible for the game, hides, capes and antlers after they are packed to the Big Horn Outfitters' base camp. Clients are responsible for their own transportation to Big Horn Outfitters' base camp. For horseback camps only, transportation will be provided via horses by Big Horn Outfitters from the base camp to the hunting site and return to the base camp. Drive up base camp hunters will provide their own transportation to and from camp. Clients understand that up to six hunters may be in each camp/ tent and the Client is not guaranteed a private tent and may have mixed groups within the camp.

**CANCELLATION POLICY: DEPOSITS ARE NON-REFUNDABLE.** The deposit shall be held by the Outfitter for and on behalf of the Client and applied against the total fee. In the event the Client terminates this agreement, the deposit shall be forfeited to the Outfitter. Exception: for draw hunts, deposits will be transferred to another hunt season or year if the hunter is not drawn based upon availability. Wounding Policy: If you wound an animal (draw blood) every attempt will be made to recover your animal. If it is not recovered your hunt is deemed over. Client Initials: \_\_\_\_\_

**1. The Outfitter agrees to:**

- A. Be insured, bonded, and licensed/permited as required by all appropriate State and Federal registration, wildlife management and land management authorities, including, but not limited to, Division of Registrations, Office of Outfitter Registration: Bureau of Land Management; Colorado Division of Wildlife and/or the U.S. Forest Service.
- B. Provide the Client with a suggested list of clothing and personal effects needed for the Trip, a listing of hotels in Craig, Colorado directions to Craig, Colorado, regulations, necessary application forms, and other reasonable information requested by the Client pertaining to the Trip.
- C. Provide rules and regulations relating to camping and other wilderness activity and follow standard health and safety precautions and procedures in setting up and operating the camp.
- D. Provide the following agreed-upon services and/or equipment: (Except for Pack Service):
  - Riding horses to/from camp on pack-in and pack-out days for horseback camps only;
  - Wrangler to take care of horses and to accompany Client with horses used for transportation only to hunting areas from base camp or return from hunting areas to base camp;
  - Packing service Client's personal gear;
  - Guided camp accommodations to include food, tent lodging, toilet facilities and necessary camping supplies and equipment; Outfitter does not provide any electronic equipment or generators
  - Guided service consisting of the agreed upon guide to client ratio as specified above;
  - Assist with packing out of prepared game; assuming the game is within an area safely accessible by our horses and wranglers and staff are available to assist at the time the client requests.
  - The Outfitter agrees the hunt will be in GMU 4,214, or 441 (based on tags drawn) with camp locations as designated by the permitting agency.

The parties understand that the dates of the trip and camp location may change for reasons beyond the Outfitter's control. The duration of the Trip is as provided above, notwithstanding the fact that circumstances, including, but not limited to, weather, governmental action, staff illness, equipment failure or other factors beyond the Outfitter's control may prevent packing into or out of certain areas on certain days. Outfitter is not responsible for other animals such as sheep, bear, goats, deer, pronghorn, horses, etc to be in and around hunting areas or camps.

**2. The Client agrees to:**

- A. Pay all fees when due and furnish all required information by the dates promised. Live and camp in a primitive manner consistent with State laws and regulations, U.S. Forest Service regulations, and abide by camp and other rules as provided by the Outfitter.
- B. Purchase applicable license(s).
- C. Arrange for his own travel to and from Colorado and Big Horn Outfitters camp location.
- D. Bring sufficient, but not excessive, amounts of personal gear based upon the list provided by Outfitter.
- E. If born after January 1, 1949, have in possession a Hunter Safety Card.
- F. Refrain from consuming alcoholic beverages or recreational drugs during the trip or otherwise until all firearms are unloaded and stored safely for the day.
- G. Read and sign the attached RELEASE AND ACKNOWLEDGEMENT OF RISK. All forms must be returned to Outfitter on or before July 15 of the year of the hunt.

**3. Cancellations and Refunds:**

- A. The deposit shall be held by the Outfitter for and on behalf of the Client and applied against the total fee. In the event the Client terminates this agreement, the deposit shall be forfeited to the Outfitter.
- B. If the Client fails to draw the required license for the species for which he has negotiated the hunt, Client's deposit will be transferred to another hunt season or year if the hunter is not drawn based upon availability.
- C. In the event the Client should desire to terminate the Trip early, fails to arrive at the set time on arrival or leave camp prior to the above set date, the Outfitter will endeavor to pack or transport the Client out of the wilderness area. However, the Client acknowledges and understands that the decision as to when the Client will be packed or transported out will be in the sole discretion of the Outfitter. Except for emergencies or situations in which prior arrangements have been made, all members of a party are expected to pack in/out together on the same day. If the Client desires to terminate the trip early the hunt will come to an end and all monies paid for the remaining trip days will be forfeited to the Outfitter.
- D. In the event the Client materially defaults in the performance of any of his obligations herein, Client's right to participate or participate further may be forthwith terminated at the sole option of the Outfitter. Under such circumstances, the Client shall not be entitled to the refund of any portion of the fee.

- E. In the event the Outfitter materially defaults in the performance of any portion of his obligations hereunder, due to circumstances beyond Outfitter's control including, but not limited to, weather, floods, fire, other acts of nature, governmental action, staff illness, equipment failure or livestock illness, the Client may be entitled to a partial refund as determined by the Outfitter, in Outfitter's exclusive discretion.
- F. Each Client understands that notwithstanding any other provisions of this contract the Outfitter may, at his sole discretion, return any fees paid and decline to accept Client for any reason.
- G. Outfitter is not responsible for other animals such as sheep, bear, goats, deer, pronghorn, horses, etc to be in and around hunting areas or camps.

4. Pursuant to Section 12-145-108(1 )(c) and (1)(d) outfitters are bonded and required to possess the minimum level of liability insurance and that the activities of outfitters are regulated by the Director of the Division of Registrations in the Department of Regulatory Agencies (DORA).

5. Surety Bond provided by- American Contractors Indemnity Company.

6. Regulatory Information: Insurance Company- Philadelphia Indemnity Insurance Company.

7. Regulatory Information: Proof of bond and insurance is available upon written request.

**Disclosures, Disclaimers and Waivers - Each client must read and sign the following. If under eighteen (18) years of age, the signature of parent or guardian is also required. I UNDERSTAND AND AGREE** that the described sport or activity and all other hazards and exposures connected with the activities conducted in the outdoors do involve risk and that I am cognizant of the risks and dangers inherent with camping and in particular the mountains of Colorado and that I and/or my family, including any minor children, are fully capable of participating in the activities contracted for and willingly assume the risk of injury as my responsibility including loss of control or balance in walking or climbing use of firearms, use of animals, weather, collisions with trees, rocks and other man-made or natural obstacles, whether they are obvious or not obvious.

**I UNDERSTAND AND AGREE** that any route or activity, chosen as part of the Trip in which I and/or my family am participating may not be the safest but has or will be chosen for its interest, challenge, or best meeting the goals of the services for which I am contracting. Should animals ever be used or are present as part of our activities, I and my family understand that an animal, irrespective of its training and usual past behavior and characteristics may react **unpredictably** at times based upon instinct or fright which likewise is an inherent risk to be assumed by each participant in the activity. **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 13-21-1 I 9, Colorado Revised Statutes.

AS LAWFUL CONSIDERATION for being permitted by Outfitters to participate in the referenced activities I do hereby **RELEASE FROM ANY LEGAL LIABILITY, AGREE NOT TO SUE, CLAIM AGAINST, SLANDER- IN BOTH VERBAL AND PRINT, ATTACH THE PROPERTY OF OR PROSECUTE, AND FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** the Outfitter, the owner of leased private lands, the individual or entity leasing private lands to the Outfitter, the United States Forest Service or Parks Department, the BLM, any governmental agency whose property and activity scheduled may be required to utilize and all of their lives, members, organizations, agents and employees for any injury or death caused by or resulting from my participation in the activities described above. **WHETHER OR NOT SUCH INJURY OR DEATH WAS CAUSED BY THEIR NEGLIGENCE OR FROM ANY OTHER CAUSE.**

Client has read and understands this Agreement and acknowledges that it shall be effective and binding upon the Client/Outfitter 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.

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent or Guardian (if Client is under 18) \_\_\_\_\_ Date \_\_\_\_\_

Outfitter Signature \_\_\_\_\_ Date \_\_\_\_\_

Name of Parent Giving Consent & Phone Number \_\_\_\_\_



## Big Horn Outfitters, LLC.

License #OUT.0003267

Richie Richardson

61242 CR 80

Clark, CO 80428

770-654-6513 Call or Text

Richie@hunbtighornoutfitters.com

### OUTFITTERS

### RELEASE AND ACKNOWLEDGEMENT OF RISK

In consideration of the privilege of hunting and/or engaging in other recreational activities for which I have paid a fee to Big Horn Outfitters, LLC (the "Outfitter") I hereby fully and forever release and discharge the Outfitter (and all its owners, agents, managers and/or employees) from any and all claims, demands, actions, causes of action, damages, costs, loss of service, expenses and any and all other claims whatsoever (both in law and in equity) on account of or in any way resulting from injury, property damage, or other loss or damage sustained by me or caused to me arising out of, directly or indirectly, activities that I have chosen to engage in with Outfitter. I understand and agree that the activity for which I paid a fee to Outfitter does involve risk. I am aware of the risks and dangers inherent with camping in the mountains of Colorado. I assure Outfitter that I and/or my family (including any minor children) are fully capable of participating in the activities contracted for and willingly assume the risk of injury as my responsibility. I recognize that risk is inherent in any number of outdoor activities including, but not limited to, loss of control or balance in walking or climbing, use of firearms, use of animals, weather, or collisions with trees, rocks, and other man-made or natural obstacles, some of which are obvious and some of which are not. I understand and agree that any route or activity chosen as part of my activity with Outfitter may not be the safest but has or will be chosen for its interest, challenge, or best meeting the goals of the activities for which I am contracting. Should animals ever be used or are present as part of our activities, I and my family understand that any animal, irrespective of its training and usual past behavior and characteristics, may act or react unpredictably at times based upon instinct or fright. I understand that this is an inherent risk assumed by each participant in the activity.

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

This release is intended to be comprehensive and cover all injury or property damage resulting from or in any way connected with recreational hunting, fishing, shooting, horseback riding, motor vehicle use, or any other activities incidental to my voluntary use and enjoyment of the facilities and activities provided by Outfitter. This release includes, but is not limited to, the negligence of Outfitter, its agents or employees. I hereby expressly stipulate, covenant and agree to indemnify and hold forever harmless the Outfitter and the United States Forest Service, from whom Outfitter leases land, from any and all actions and any and all other claims for damages whatsoever which may hereafter arise from any negligence or from willful, want, or intentional acts or actions. I agree to not slander or defame the Outfitter, US Forest Services and/or its agents or employees in print, social media, websites, forums, print or any of the like. I understand that this will be found as breach of contract and legal action will be taken.

The undersigned gives permission Big Horn Outfitters, LLC, its owners, affiliates and assigns to produce, reproduce, edit, print, trade or share content (videos or moving photographs, illustrations, advertising, images, likeness, sound, and statements or comments) as desired on any and all media platforms (websites, Facebook, emails, promotional materials, print, advertising, magazines, etc.). I hereby waive any right to inspect or approve the finished photographs or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the image. I hereby hold harmless and release Big Horn Outfitters, LLC from all claims, demands and causes of action which I, my heirs, representatives, executors, administrators, or any other person acting on my behalf or on behalf of my estate have or may have by release of this authorization.

**The terms of this release and indemnification are contractual and not a mere recital.**

Does the Client have any condition (physical, emotional, or otherwise) which might affect your health or well-being, the well-being of others, or affect your ability to engage in the Hunt? \_\_\_\_\_

Are there any limitations on the Client's ability to participate in any hunt activities? \_\_\_\_\_

Does the Client have any fears or concerns about activities you will be engaging in on the trip? \_\_\_\_\_

Does the Client have any dietary restrictions or allergies we should be aware of? \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone number(s): \_\_\_\_\_

I (or my parent(s) if I am a minor) acknowledge that this Registration and information contains accurate information, and I will contact Outfitter if any medical or health condition changes before the start of the Hunt. I acknowledge that providing inaccurate medical or health information or falsifying medical or health information can create serious risks to the participant or others, and/or can result in participant's dismissal from the Hunt. I understand that final acceptance on the Hunt is contingent upon Outfitter's receipt and review of all forms including this registration and information form.

**I acknowledge that I have read the above agreement and understand that I am bound by the terms thereof by placing my signature hereon.**

Client Name \_\_\_\_\_ DOB \_\_\_\_\_

Client Signature \_\_\_\_\_ Date \_\_\_\_\_  
If the above is a minor, a signature of a parent or guardian is necessary.

Name of Parent Giving Consent

Phone Number

Signature of Parent or Guardian

Date