

Superior Guide Service LLC
Standard Outfitter Contract

This agreement is made by and between Superior Guide Service LLC (hereinafter referred to as "Outfitter") **Dave Grauwels and Wyatt Grauwels** (hereinafter referred to as "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:

1. The Outfitter Agrees to:
 - A. Be insured(outfitter insurance), bonded (outfitter, proof of bond and insurance is available upon request)and licensed/permitted 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 client with **(2) fully guided Rifle Elk Hunt(s) and (2) Bear Hunt(s)**
 - C. Dates: **from November 24, 2021, through November 28, 2021.**
 - D. Dates include client arriving at base camp after 12:00pm the day preceding the scheduled hunt and departing by 9:00am the day following the scheduled hunt.
 - E. Provide the Client with directions to assigned lodge, regulations, necessary application forms, arrival and departure dates (if not covered in (C) above), and other reasonable information requested by the Client pertaining to the trip.
 - F. 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.
 - G. Provide the following agreed-upon services and/or equipment
 - Riding horses or transporting to/from camp for each client for the duration of the trip.
 - Guide to take care of horses and to accompany Client with horses used for transportation to hunting areas from the lodge or return from hunting areas to camp if applicable.
 - Base camp accommodations to include food, a cook, beds, bedding, toilet facilities and necessary supplies and equipment, horses as needed, saddles, scabbards, etc.
 - Guide service consisting of 1 guide for each 1-2 Clients, unless otherwise specified,
 - * Field dressing is included (caping/quarterming of game is not included and requires an additional fee)
 - * The Outfitter agrees the hunt will be in **GMU #12** with Accommodations to be provided based at:
The Main Ranch House located at **25570 Routt County Rd 67, Hamilton, Colorado** (THIS IS WHERE YOU HUNT, PLEASE DON'T MAIL ANYTHING TO THIS ADDRESS)
****Our mailing address is 5801 Hwy 394 Craig, Colorado 81625**
- The parties understand that the dates of the trip may change for reasons beyond the Outfitter's control. If this should happen, outfitter will go above and beyond to accommodate the client. 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. **Superior Guide Service LLC does not provide personal gear, hunting or fishing licenses, taxidermist fees, meat processing, or GRATUITIES.** The Client is responsible for the meat, hide, cape and antlers after animal has been field dressed and transported to skinning shed or processor.
 - ** The client understands that the bear hunt will only take place during the hunt for elk or deer and if the client has concluded his elk or deer hunt, the bear hunt shall also be concluded whether or not he has harvested a bear. Bear hunts will not be provided as a separate voyage and shall only take place during an elk or deer hunt. In layman's terms, bear will not be hunted for separately for any reason, the client agrees to only hunt bear until the end of his elk or deer hunt.**
 - ***ARCHERY WOUNDING POLICY: To ensure all clients are able to experience a high quality, ethical elk hunt Superior Guide Service llc has adopted a wounding policy. If bull elk is wounded during the hunt, we shall take any amount of time needed to try and retrieve the injured animal. If that animal cannot be harvested or located and was deemed to be mortally wounded by the guide or outfitter, said client's hunt for a bull elk shall be terminated. This policy shall not affect the outfitter's agreement to provide meals, housing and accommodations.**
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 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)(unless other arrangements have been made).
 - C. Arrange for his own travel to and from the designated lodge.
 - D. Bring sufficient but not excessive amounts of personal gear based upon the recommendations of the Outfitter.
 - E. **If born after January 1, 1949, have in possession a Hunter Safety Card.**
 - F. Refrain from consuming any alcoholic beverage during the day or otherwise until all firearms are unloaded and stored for the day.
 - G. Read and sign the attached RELEASE AND ACKNOWLEDGEMENT OF RISK. All forms must be returned to Superior Guide Service LLC on or before date of arrival.
3. Fees and Conditions

In consideration of the Outfitter providing the services as set forth herein above (including attachments), the **Client agrees to pay the Outfitter the sum of \$5,500 per hunter (bear hunt is free)**, in U.S. funds in the form of credit card, cash, certified funds or money order, as follows:

A deposit of \$2,750 per hunt, has been received from Premier Hunting Adventures to the Outfitter with a signed copy of this agreement (email signatures are acceptable and do not all have to be on the same form) or this contract will be null and void and in no way binding on the Outfitter unless accepted by him in his sole discretion. **The balance shall be received by the Outfitter on or before Date of Arrival**

****Our mailing address is 5801 Hwy 394 Craig, Colorado 81625 (this is not where you will be hunting)**

B. The balance of the fee shall be paid on or before date of arrival.

4. 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.
- B. If the Client fails to draw the required license for the species for which he has negotiated the hunt, deposit may be applied to other available hunts or services as agreed to by all parties or may be refunded in full.
- C. In the event the Client should desire to terminate the trip early, the client may do so by their own arrangements. The client is responsible for expenses and arrangements of such departure. Except for emergencies or situations in which prior arrangements have been made, all members of a party are expected to pack in/out within the dates of the contract.
- 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. 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.

5. Disclosures, Disclaimers an Waivers

A. I, the client, 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 the activity for which I will be participating (p.1B.) in particular in 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.

B. I, the client, 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 act or 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 12-21-119, Colorado Revised Statutes.

C. AS LAWFUL CONSIDERATION for being permitted by Superior Guide Service to participate in the referenced activities, I do hereby RELEASE FROM ANY LEGAL LIABILITY, AGREE NOT TO SUE, CLAIM AGAINST, ATTACH THE PROPERTY OF OR PROSECUTE, AND FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS the outfitter, the owner of leased private lands, and all of their officers, members, organizations, agents and employees for any injury or death caused by or resulting from my participating in the activities described above, WHETHER OR NOT SUCH INJURY OR DEATH WAS CAUSED BY THEIR NEGLIGENCE OR FROM ANY OTHER CAUSE.

D. THIS IS A RELEASE OF LIABILITY. IF UNDER EIGHTEEN (18) years of age, signature of parent or guardian is also required. This agreement, made in the State of Colorado, counties of Moffat, Routt and Rio Blanco shall in all respects be governed in accordance with the laws of the State of Colorado. Any action brought by either party to enforce any of the terms or conditions of this agreement shall be brought only in such counties. Each party consents to the jurisdiction and venue of the appropriate Court in such counties.

6. Pursuant to section 12-55.5-105(l)(c) and (l)(d) outfitters are bonded and required to possess the minimum level of liability insurance and the activities of outfitters are regulated by the Director of the Division of Registrations in the Department of Regulatory Agencies.

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.

X _____
Scott R. Brennise, Superior Guide Service LLC #1791

Date

X _____
Dave Grauwels, hunter

Date

X _____
Wyatt Grauwels, hunter

Date