



HUNT CONTRACT

Complete, Sign, Make a copy, & Return

This Contract is made by and between Storm Peak Outfitters, LLC "Outfitter", and the

_____, **party of** _____ "Client". If Client is a party of more than one person, the word "Client" shall include the party as a whole and each participant, who shall be personally and individually responsible for each provision and shall individually sign each contract, agreement, and attachment. This Contract shall be effective when Outfitter has received Client's deposit and when this Contract has been signed by both parties. The parties (Outfitter and Client) in consideration of the mutual promises contained herein, now agree as follows:

OUTFITTER AGREES TO be insured and registered as required by the applicable State Registration Authority and The National Forest Service. Further, Outfitter agrees to provide Client with the following type of hunt:

Semi-Guided Drop Camp Full Svc. Guided Cabin Self-Service

Arrival & Departure Date : _____

(See Attachment H-1 for the specific services and equipment to be provided and the dates for the hunt.)

The parties understand that the hunt dates may change for reasons beyond the Outfitter's control. The duration of the hunt is as provided on Attachment H-1, notwithstanding the fact that circumstances, including but not limited to weather, governmental action, or illness may prevent hunting on certain days or in certain areas.

OUTFITTER AGREES TO provide Client with a suggested list of clothing and personal effects needed, rules and regulations relating to camp and hunt, and follow standard health and safety precautions and procedures in setting up and operating the hunting camp.

CLIENT AGREES TO:

- Pay all fees when due and furnish all required information by the date promised;
- Live and hunt in a manner consistent with state game laws and regulations, forest service regulations, and abide by camp and hunt rules as provided by Outfitter;
- Purchase applicable license(s) as well as apply for any necessary validations for this hunt;
- Arrange for his/her own travel to and from Storm Peak Lodge base camp located at 28081 Hwy 145, Dolores, CO 81323 (43 miles NE of Cortez, CO on Hwy 145) unless Outfitter specifically agreed to provide transportation from and to the Cortez or Telluride Airport and Outfitter's base camp;
- Be in good enough physical condition to be able to hunt the area and game involved. Client will complete and sign the form, Attachment H-II, regarding physical limitations, allergies, health and weight problems, required medications, and dietary restrictions when returning this contract. Client understands that notwithstanding any other provisions of this contract, Outfitter may, in his/her sole discretion, return any fees and decline to accept Client for reasons stated on form. Client agrees that he/she assumes the risk of hunting based upon any disclosed or undisclosed condition required by such form;
- Bring sufficient but not an excessive amount of personal gear based upon the list provided by Outfitter;

HUNT CONTRACT (Continued)

- **If born after January 1, 1949, have in possession a valid Hunter Safety Card. No Hunter Safety Card = No License = No exceptions;**
- Refrain from consuming any alcoholic beverages during the hunting day or until all firearms are unloaded and stored for the day; and to

Fees and Conditions:

In consideration of the Outfitter providing the services as set forth above (including attachments) the **CLIENT AGREES** to pay the Outfitter:

The sum of \$ _____ Circle one: Each Per Party	Not to exceed ___ persons	US funds in the form of _____ as follows:
An earnest deposit of \$ _____ Circle one: Each Per Party	Not to exceed ___ persons	has been paid by Client to Outfitter
A full payment of \$ _____ Circle one: Each Per Party	not to exceed _____ persons	Has been paid by Client to Outfitter
Receipt # _____	Date: _____	
Other: _____		

CLIENT FURTHER AGREES to return a signed copy of this Agreement and all applicable attachments to Outfitter, or this Agreement will be null and void and in no way binding on the Outfitter unless accepted by him/her in his/her sole discretion. Outfitter agrees to refund Client’s earnest deposit or full payment if Client notifies Outfitter in writing of Client’s intention not to sign this Agreement.

CLIENT FURTHER AGREES the remainder of the hunt deposit (25%) \$ _____ shall be paid on or before **April 1st** if hunting an OTC season, or **June 10th** if hunting a Draw season.

CLIENT FURTHER AGREES the balance of the hunt fee (50%) \$ _____ shall be paid on or before **August 1st**.

The deposit shall be held by the Outfitter for the Client and applied against the total fee as follows:

1. In the event the Client terminates the agreement the deposit shall be retained by the Outfitter as their sole and exclusive remedy for liquidated damages but not as a penalty inasmuch as the parties mutually agree that the Outfitter’s damages may be difficult to ascertain under such circumstances.
2. In the event the client does not draw their tag they will be reimbursed their deposit. The client must notify the outfitter within 15 days of the draw date whether or not they drew their tag. If the outfitter is not notified within 15 days of the draw results the deposit shall be retained by the Outfitter as their sole and exclusive remedy for liquidated damages but not as a penalty inasmuch as the parties mutually agree that the Outfitter’s damages may be difficult to ascertain under such circumstances. Any deposits not refunded due to cancellation may be applied to next year’s hunt subject to availability of hunt dates, less 20% of the deposit amount.

In the event the Client should desire to terminate the hunt early, the Outfitter shall retain all deposits and hunt fees as their sole and exclusive remedy hereunder for liquidated damages but not as a penalty inasmuch as the parties hereto agree that the Outfitter’s damages may be difficult to ascertain under such circumstances.

HUNT CONTRACT (Continued)

IN WITNESS WHEREOF, we have hereunto set our hand on the dates indicated, the last such date governing the effective date of this Agreement.

ON BEHALF OF Storm Peak Outfitters, LLC
COLORADO OUTFITTER LICENSE #3524

BY: _____

PRINTED NAME: _____ DATE: _____

ON BEHALF OF CLIENT(S) who acknowledge that they and each of them have read this Agreement and agree to the terms hereof. By signing below you also agree to all Hunt Agreements(H-1), Liability waiver(H-3), and horse related waiver(H-2). I/We affix our signatures and date below:

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

Parent or Guardian (if under 18 years of age)

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Pursuant to Section 12.55.5-105(1)(C) and (1)(D) Outfitters are bound and required to possess the minimum level of Liability Insurance and the activities of Outfitters are regulated by the Director of the Division of Registration in The Department of Regulatory Agencies.

STORM PEAK OUTFITTERS, LLC

OUTFITTER LICENSE #3524

Semi-Guided HUNT AGREEMENT / ATTACHMENT H-1

CLIENT: _____ NUMBER IN PARTY: _____
ARRIVAL DATE: _____ EXPECTED DEPARTURE: _____ TOTAL NIGHTS: _____
ACTUAL HUNT DAYS: _____ TOTAL DAYS: _____
TYPE HUNT BOOKED: _____

OUTFITTER AGREES TO PROVIDE:

1. Modern lodging accommodations with electricity, and heat;
2. All the food, snacks and non-alcoholic drinks you want;
3. Access to Outfitters Maps and OnX;
4. Instruction on using the maps, where and how to best hunt Outfitter's area;
5. Pack service and horses to get your trophy out and back to the ranch except that Client is responsible for field dressing the game and shall accompany Outfitter to assist in the pack-out;
6. Shop facilities for hanging game animals and for any further carcass dressing which is the Client's responsibility;

CLIENT UNDERSTANDS AND AGREES AS FOLLOWS:

1. The Semi-Guided HUNT does not include the services of a guide. Client is responsible for transportation from the ranch to the hunting areas.
2. OUTFITTER DOES NOT PROVIDE SLEEPING BAGS OR LINENS; PERSONAL GEAR; HUNTING LICENSES; TAXIDERMIST FEES; MEAT PROCESSING; SHIPPING OF THE MEAT, CAPE OR ANTLERS; CAPING OF THE HEAD; OR LIQUOR.
3. The "Semi-Guided HUNT" fee provides for 6 NIGHTS LODGING & MEALS. Extra nights are at \$125.00 per night for each hunter and \$90.00 per night for each non-hunt spouse.

STORM PEAK OUTFITTERS, LLC

OUTFITTER LICENSE #3524

FULLY GUIDED HUNT AGREEMENT / ATTACHMENT H-1

CLIENT: _____ Number in Party : _____

ARRIVAL DATE: _____ EXPECTED DEPARTURE: _____ TOTAL NIGHTS: _____

ACTUAL HUNT DAYS: _____ TOTAL DAYS: _____

TYPE HUNT BOOKED: _____ NUMBER OF HUNTERS PER GUIDE: _____

OUTFITTER AGREES TO PROVIDE:

1. Modern lodging accommodations with electricity, and heat;
2. All the food, snacks and non-alcoholic drinks you want;
3. Access to Outfitters Maps and OnX;
4. Transport Client from the ranch lodge to the hunt area each day by any of the following means: horseback, truck, ATV, snowmobile or foot, depending upon weather and terrain. The most frequent method is by 4X4 vehicle to a trailhead, then by horseback to hunt area;
5. Pack service and horses to get your trophy out and back to the ranch; **HORSES: 250# weight limit.**
6. Shop facilities for cleaning carcass, hanging and cool down; and
7. Delivery of game carcass to a local processing plant for the Client who arrived by air and has no local transportation.
8. Other provisions (if specified):

CLIENT UNDERSTANDS AND AGREES AS FOLLOWS:

1. OUTFITTER DOES NOT PROVIDE PERSONAL GEAR; HUNTING LICENSES; TAXIDERMIST FEES; MEAT PROCESSING; SHIPPING OF THE MEAT, CAPE OR ANTLERS; CAPING OF THE HEAD; OR LIQUOR.
 2. The "GUIDED HUNT" provides for 6 NIGHTS LODGING & MEALS at the Outfitter's Lodge, which includes FIVE HUNT DAYS WITH GUIDE AND SADDLE HORSE (**250# Weight Limit**).
 3. Client will provide personal gear, rifle, ammunition, and proof of purchase of all required hunting licenses.
 4. Be responsible for any damage or loss to Outfitter's equipment if such damage or loss was caused by Client's negligence.
 5. Other agreements (if specified): _____
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STORM PEAK OUTFITTERS, LLC

OUTFITTER LICENSE #3524

DROP CAMP HUNT AGREEMENT / ATTACHMENT H-1

CLIENT: _____ Number in Party _____

ARRIVAL DATE: _____ EXPECTED DEPARTURE: _____ TOTAL NIGHTS: _____

ACTUAL HUNT DAYS: _____ TOTAL DAYS: _____

TYPE HUNT BOOKED: DROP CAMP

PACK IN DATE: _____ PACK OUT DATE: _____

OUTFITTER AGREES TO:

1. Transport Client(s) from ranch lodge to drop campsite and back by any of the following means: horseback, truck, ATV, snowmobile or by foot, depending upon weather and terrain. The preferred method is by 4X4 vehicle to a trailhead and then by horseback to camp.
2. Campsite will include tent(s), wood heating stove, cots, propane cooking stove and lanterns, table, firewood, wood saw, hammer, nails, cooking utensils, wilderness toilet, nearby stream or spring.
3. Pack out all game from the kill site to the ranch, EXCEPT that Client is responsible for field dressing and quartering the game to facilitate packing on horseback and for care of game while in camp.
4. Pack Client's personal gear, bedroll, groceries and firearms to the campsite and back to the lodge as scheduled.
5. Check with Client at least once during the hunt utilizing Outfitter's radio/Satellite communicator; otherwise in person at the campsite.
6. Provide Client with one night's lodging and meals at Outfitters lodge the night before pack-in
7. Other provisions (if specified):

CLIENT UNDERSTANDS AND AGREES AS FOLLOWS:

1. To furnish sleeping bags, drop cloths, air or foam mattress, linens, personal gear, rifle, ammo and FIRST AID supplies.
2. To provide ALL groceries (food), cooking oils, butter, seasonings, dish soap, towels, etc.
3. To limit the weight of ALL personal gear, food supplies and bedding so as not to exceed 125 pounds per person.
4. To be responsible for any damage to or loss of Outfitter's equipment if such damage or loss was caused by Client's negligence.
5. OUTFITTER DOES NOT PROVIDE SLEEPING BAGS OR LINENS; PERSONAL GEAR; HUNTING LICENSES; TAXIDERMIST FEES; MEAT PROCESSING; SHIPPING OF THE MEAT, CAPE OR ANTLERS; CAPING OF THE HEAD; OR LIQUOR.
6. The "DROP CAMP" fee includes _____ full hunt days in camp, plus one day pack-in and one day pack-out.

STORM PEAK OUTFITTERS, LLC

OUTFITTER LICENSE #3524

Release of Liability and User Indemnity Agreement(Attachment H-3)

I/We, _____ (Clients), Party of ____, hereby acknowledge that I/We have voluntarily applied and contracted to participate in the sport/activity of _____ with Storm Peak Outfitters, LLC (Outfitter). By our initials hereon and at each place hereafter marked (**Initials: _____**) I have signified our agreement with and acceptance of the terms, statements and conditions herein.

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 have risks** and that I am cognizant of the risks and dangers inherent with the activities 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, collisions with other participants, trees, rocks, and other man made or natural obstacles, whether they are obvious or not obvious.

Initials:						
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I understand and agree that any bodily injury, death or loss of personal property and expenses thereof as a result of my negligence or the negligence of my family participating in any scheduled or unscheduled activities are **my responsibility**. I also state and acknowledge that activities associated with canoeing, rafting, camping, climbing, riding of animals, backpacking, bicycling, hunting, fishing, river running, wilderness travel and living in the outdoors, immersion in water, weather, and hypothermia (rapid and medically serious loss of body temperature), falling while walking, climbing, on an animal, or aboard a vessel, are risks of which I am aware and which I assume.

Initials:						
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I understand and agree that accidents or illness can occur in remote places without medical facilities, physician or surgeon and have exposure to temperatures or inclement weather and in consideration of and as part payment of the right to participate in the activities associated with _____ and any other activities including the services of food that may be arranged for me and/or my family by the Outfitter and it's agents, I do hereby agree that myself and my family (including minor children) are in good health and able to handle the hazards of traffic, weather conditions, exposures to animals, walking, riding of animals, and utilization of equipment whether furnished by me or by the Outfitter, associated with the activities specified and all related activities.

Initials:						
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I understand and agree that any route or activity, chosen as a part of the sport 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.

Initials:						
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RELEASE OF LIABILITY / ATTACHMENT H-III (Continued)

I understand and agree that if I voluntarily apply and contract to rent horses from Outfitter for the purpose of horseback riding and/or packing and that if I and/or my family have or do specifically request to participate in the riding activity without a guide there can be increased risks associated with all horse activities without benefit of a guide's training and experience and I and/or my family agree to assume full responsibility for those risks.

Initials:						
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I also understand and agree that I and/or my family are solely responsible for any injury or damage to ourselves if we do not have a guide with us during the horseback activity and are solely responsible for any loss, injury or damage to Outfitter's horse(s) and equipment. Liability for Outfitter's horse(s) and equipment to be based on replacement costs or cost to repair if applicable.

Initials:						
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As lawful consideration for being permitted by Outfitter 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 United States Forest Service or Parks Department, and any government agency whose property any activity scheduled may be required to utilize, and all of their officers, 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.

Initials:						
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This contract shall be legally binding upon me, my heirs, my estate, assigns, legal guardians, and my personal representatives. Should any portion of this contract be deemed invalid for any reason, the remaining provisions shall be severed and shall remain legally binding upon the parties hereto. I have carefully read this agreement and **fully and completely** understand its contents. I am aware that I am releasing certain legal rights that I, my family, or my minor children may otherwise have, and I enter into this contract on behalf of myself and/or my family or minor children voluntarily and of my own free will.

Initials:						
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NOTICE: This is a release of liability. Do not sign or initial release if you do not understand or do not agree with its terms. If under (18) years of age, signature of parent or guardian is also required.

WARNING: Under Colorado law, an equine professional is not liable for an 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.

User-Participant/Parent or Guardian (if under 18):	Date:

Storm Peak Outfitters, LLC.

OUTFITTER LICENSE #3524

HORSE RELATED ACTIVITIES COME WITH THIS WARNING: H-2

SECTION A: PROTECTIVE ATTIRE

1. I am hereby advised to wear a well-fitted helmet, hardhat or similar protective headgear fastened securely under the chin, while working around or riding horses to prevent injuries.
2. I am hereby advised to always wear hard-soled, fully enclosed shoes or boots and socks to protect feet and long pants to protect legs while working around or riding horses.

SECTION B: THE NATURE AND PHYSICAL CHARACTERISTICS OF THE HORSE

1. While domesticated, well-trained horses are usually obedient, docile and affectionate, it is important to understand that their survival instincts have made it possible for them to survive from prehistoric times to the present day.
2. I am advised that horses are unpredictable by nature, with minds of their own, as are all animals both domestic and wild. The horse is often somewhat high strung or nervous by nature. Horses are extremely strong and powerful physically. Horses are extremely heavy, weighing from 600 to 1300 pounds on the average. These characteristics deserve a human being's utmost respect.
3. I am advised that when a horse is frightened, angry, under stress or feels threatened it is his instinct to jump forward or sideways in order to run away from danger at a trot or gallop of speeds up to 35 miles per hour.
4. I am advised that if a horse is frightened or feels threatened from behind, it may kick straight back, sideways in either direction, or even forward with either of its hind legs with tremendous force.
5. I am advised that if a horse is frightened or feels threatened from above it or on its back, it may hunch it's back and buck in a way that could throw a rider to the ground with tremendous force. A fall from a horse will usually be from a height of 3 to 6 feet.
6. I am advised that if a horse is frightened or feels threatened from the front, it may naturally react by rearing up with its front legs, strike with one or both front legs, bite with its teeth, throw its head up or from side to side, or run directly over whatever it fears in front of it.
7. I am advised that a human must always approach a horse calmly and quietly and cautiously, preferably from near its shoulder or lower neck, talking soothingly to it.
8. I am advised that loud and/or sudden unexpected movements, dropping of objects near a horse, approaching vehicles or animals or people, ill-fitting equipment or physical pain can provoke a domesticated horse to react according to his natural protective instincts.
9. I am advised that the first signs of anger or fear in a horse are the sudden tensing of the muscles of the body, possibly laying its ears flat back against its head, or quickly tossing or raising its head, or sudden snorting through the nostrils accompanying at least one other warning sign.
10. I have been advised that a horse can see independently with each eye, actually looking in one direction with one eye and another direction with the other eye, or it can focus both eyes on one object somewhere in front of it; that usually the direction the ear is pointing will tell an observer where the eye is looking on the same side, and consequently on what the horse is likely concentrating on at that moment.
11. I have been advised that a horse has two blind areas where it cannot see. It cannot see directly behind it nor can it see what it is eating. This is the reason it is best to approach a horse close to the shoulder and NEVER surprise a horse from the rear or to reach first for the horse's mouth.

HORSE RELATED ACTIVITIES (Continued)

12. I have been advised that while a horse is very sure-footed by nature, it may accidentally step on an object such as a human foot, when it is balancing itself or turning about; also that if a horse is ridden or worked on unstable ground or slippery grass or footing it could fall down injuring a rider or handler.

Please write out the following statement on the lines below: "I/We have read and do understand the above warnings concerning protective attire and the nature and physical character of the horse."

WRITE OUT ABOVE STATEMENT HERE:

WARNING: Under Colorado law, an equine professional is not liable for an 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.