



Address: 1019 Linger Run Rd. Horner, WV 26372 | MountaineerOutfitters@GMAIL.COM
MountaineerOutfitters.NET | Greg (304) 678-6857 or Cassie (304) 322-0071

HUNTER SERVICE AGREEMENT

This contract is for the protection of the undersigned client as well as the outfitter MOUNTAINEER OUTFITTERS LLC. To coincide with our efforts to provide you, the client, with an enjoyable outdoor experience, we require that the following contract be read, understood, and signed by both client and outfitter.

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1. The parties agree to pay \$600 of the established fee as a deposit upon signing this contract. Remaining balance is to be paid 30 days prior to trip in the form of cash, traveler check, or money order. All deposits and payments are non-refundable.
2. Deposit is non-refundable except in the case of a failure to draw in a draw-only season, whereby the deposit will be refunded in full.
3. Outfitter does not guarantee a kill. During 2nd & 3rd rifle seasons we do not outfit on Sunday mornings. Clients are welcome to join us in church. Client is welcome to hunt on his/her own.
4. No party hunting is allowed. Outfitter operates according to the rules and regulations set forth by Colorado Division of Wildlife and the BUREAU OF LAND MANAGEMENT. Outfitter expects clients to do likewise.
5. Outfitter provides complete camps including all related camp gear, tents, stoves, firewood, water, & cots. Fully guided camps include breakfast, lunch, and dinner; we recommend bringing your favorite snacks. Drop camp clients are responsible for all hunting activities, processing, packing, food/cooking, sleeping bags, hunting gear, gun/ammunition, and transportation.
6. All trips will originate from a designated location discussed by the client and guide.
7. Outfitter will not be responsible for any accidents resulting from the careless behavior of a client or actions contrary to the directions of MOUNTAINEER OUTFITTERS, LLC or its guides.
8. Clients provide license (& hunter safety card, if born on or after Jan 1, 1949), weapon, ammunition, and all related hunting gear.
9. If any situation should arise contrary to the satisfaction of the client, it must be discussed immediately with the Outfitter. We do not guarantee a kill.
10. The Outfitter may be forced to adjust trip schedules due to severe weather conditions or circumstances endangering the welfare of the clients, livestock or employees and will act accordingly to assure the safety of all concerned.
11. Outfitter is not responsible for the weather conditions, but does agree to perform the duties to the best that conditions permit.
12. Clients failing to arrive on or before the departure date or who must leave prior to the end of the service period will be charged for the full portion of the hunt.
13. The cost of the meat and trophy processing is the responsibility of the client. Shipping of meat is also client's responsibility.
14. We the undersigned have read and fully understand the above listed terms of this agreement and do agree to pay the deposit and the final balance due in exchange for the services provided.

We are a public land outfitter, we've worked very hard to learn the area of which we hunt. Out of respect for our business and future clients we ask you do not share any kind of information regarding the area of which you will hunt with us by a fully guided hunt or drop camp. Please Initial Below to agree to the following terms:

_____ I agree I will not share any information pertaining to the location of which I've hunted with Mountaineer Outfitters.
_____ I agree I will not share any specific location data on social media or any internet forums.
(Western Colorado, The Bookcliff's, or Outside of Grand Junction is acceptable, but we prefer none)



Mountaineer Outfitters Hunting Ethics Policy ← **IMPORTANT PLEASE READ**

Our guides and staff at Mountaineer Outfitters love to hunt wild game. As individuals & professionals we care very much about the welfare of the animal. We believe as hunters it is our responsibility to do our part in hunting in the most ethical manner possible. Elk are large and extremely tough animals, if you do not make a vital shot they will not go down. It is extremely important that you have a well placed shot. Our mission is to help anyone in our camp to become a better shot and a more ethical hunter. Please initial below to agree to the following terms:

- _____ I agree I will practice with my weapon out to various yardages including ranges I've never practiced before. (Practicing further than you anticipate on shooting will help you to become a better shot at close ranges.)
- _____ I understand I will be required to complete a shooting course upon arrival to camp.
- _____ I understand I will only be allowed to shoot out to a range I have proved I can shoot accurately and consistently.

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 of the "Colorado Revised Statutes". Pursuant to sections §12-55.5-105 (1)(C) & (1)(D), Outfitters are bonded (CNA SURETY) and required to possess the minimum level of liability insurance (Outdoor Insurance Group) and that the activities of the Outfitter are regulated by the director of the Division of the Registrations in the Department of Regulatory Agencies.

Proof of surety bond or insurance policy is available upon request. Mountaineer Outfitters are a licensed outfitter regulated by DORA # OUT.0003078. Hunting Service Provided in GMU 30 for elk & mule deer are permitted within the Grand Junction Field Office. Hunting Service Provided in GMU's 60, 61, 62, 64, 65, 70E are permitted within the Uncompahgre Filed Office.

MOUNTAINEER OUTFITTERS, LLC. Client Name (Please Print) Client Signature Date

Participant Agreement, Assumption of Risk and Release of Liability

In consideration of the services of Mountaineer Outfitters LLC., their agents, owners, participants, contractors and all other persons or entities acting in any capacity on their behalf, by acceptance of this agreement, I hereby agree to release, indemnify, and discharge Mountaineer Outfitters LLC., on behalf of myself, my spouse, my children, my parents, my heirs, assigns, successors, personal representative and estate as follows:

I acknowledge that being engaged in the sport of hunting, it entails certain risks of bodily danger to myself. Auto travel, guns, archery components, weather, wilderness conditions, falls, and a multitude of unforeseen possibilities of injuries or death in the pursuit of my chosen sport.

I hereby release Mountaineer Outfitters LLC., guides and landowners and all others furnishing equipment, lease property locations, access roads, shelters, and any and all other services connected to my activities of all liability, claims, actions of, while engaged in this hunt.

Having read this agreement in its entirety and understanding it completely, I agree to all terms stated.

Signature of Participant (or Parent/Guardian if Participant is under 18): _____

Signature _____ **Date:** _____

Printed Name of Participant (and Parent/Guardian if Participant is under 18): _____

Hunter Information

Name: _____ T-Shirt Size _____
Address: _____
E-Mail: _____
Phone Number: _____

CLIENT SIGNATURE _____ DATE _____

The conditions checked and/or inserted are agreeable to the undersigned for services during the period beginning on _____ and ending on _____.

Fully Guided Hunts Only

Please provide information on the gun, ammo and scope you plan to use for this hunt.

Gun: _____

Ammo: _____

Scope: _____

MOUNTAINEER OUTFITTERS, LLC. will meet Clients in Fruita, CO or Pick you up at the Grand Junction airport. Please plan to arrive in the morning hour one day prior to your hunt start date so that you have time to shoot your rifle.

Location to Meet: _____

Camp Check-out DATE _____ TIME _____
DATE _____ TIME _____

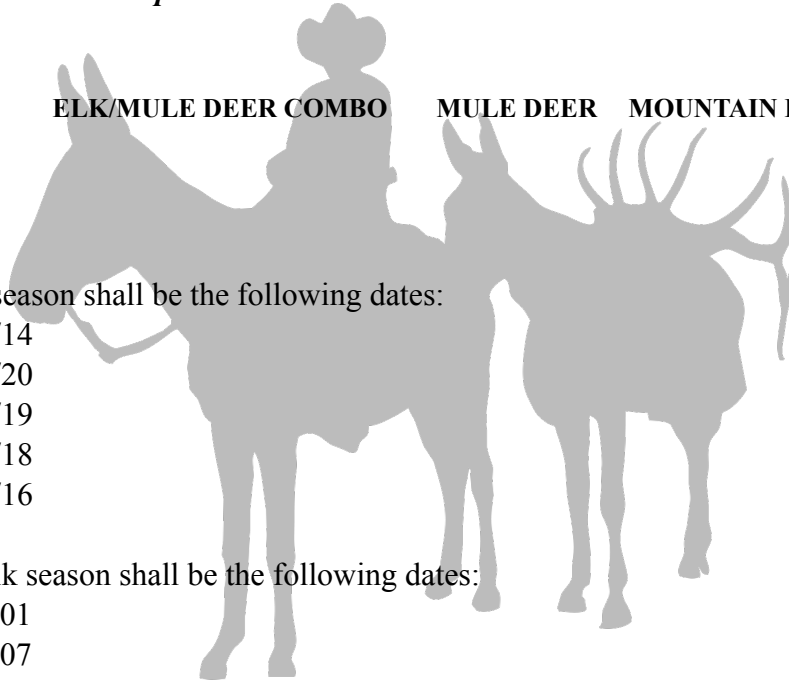
FEES AND CONDITIONS:

The client(s) agree to pay MOUNTAINEER OUTFITTERS, LLC. the TOTAL TRIP COST of:

Please Circle One from Each Option: **FULLY GUIDED** **OR** **DROP CAMP \$1800/Person**

Animal:

BULL ELK COW ELK ELK/MULE DEER COMBO MULE DEER MOUNTAIN LION



SEASON DATES:

First regular rifle elk season shall be the following dates:

- 2020 10/10 - 10/14
- 2021 10/16 - 10/20
- 2022 10/15 - 10/19
- 2023 10/14 - 10/18
- 2024 10/12 - 10/16

Second regular rifle elk season shall be the following dates:

- 2020 10/24 - 11/01
- 2021 10/30 - 11/07
- 2022 10/29 - 11/06
- 2023 10/28 - 11/05
- 2024 10/26 - 11/03

Third regular rifle elk season shall be the following dates:

- 2020 11/07 - 11/13
- 2021 11/13 - 11/19
- 2022 11/12 - 11/18
- 2023 11/11 - 11/17
- 2024 11/09 - 11/15

Fourth regular rifle elk season shall be the following dates:

- 2020 11/18 - 11/22
- 2021 11/24 - 11/28

2022 11/23 - 11/27
2023 11/22 - 11/26
2024 11/20 - 11/24

A **DEPOSIT** is due upon booking a reservation **\$600.00 per person** for Fully Guided or Drop Camp.
The **REMAINING BALANCE** shall be paid August 15th in the amount of: _____

We the undersigned have read and fully understand the above listed terms of this agreement and do agree to pay the deposit and the final balance due in exchange for the services provided.

MOUNTAINEER OUTFITTERS, LLC. Client Name (Please Print) Signature Date

GENERAL MEDICAL AND PHYSICAL QUESTIONNAIRE

I, _____ (client), furnish the following information to MOUNTAINEER OUTFITTERS, LLC., which I state to be true and correct and accept responsibility for failure to disclose any condition or not fully stating such condition. I understand that I must furnish complete information including physician's reports if the conditions would otherwise be considered detrimental to my health if not disclosed. I will attach other sheets if necessary to fully disclose my condition(s).

Age _____ Weight _____ Height _____ Sex _____

Profession _____

How did you hear about MOUNTAINEER OUTFITTERS, LLC.?

Have you been on a previous guided adventure or hunting trip?

Please describe your horseback riding (horseback for mountain lion hunts only) or other outdoor experience:

Describe your physical fitness level: How far can you hike per day? Can you hike up steep terrain? [yes/no]

Do you exercise regularly? _____ Please describe: If no, we highly recommend physical training prior to this hunt!

How far do you feel comfortable shooting? _____ 200 _____ 300 _____ 400 _____ 500 _____ 600 _____ 700+

What is the farthest distance you've ever harvested an animal? _____

Describe any medical, health problems or allergies:

Are you taking any medications? _____ Please describe:

Describe any dietary restrictions/preferences:

Person to notify in case of emergency:

NAME _____ PHONE _____

CITY _____ STATE _____ ZIP _____

I have insurance covering injury and health:

COMPANY _____ POLICY # _____

CLIENT SIGNATURE _____ DATE _____

ADDRESS _____ PHONE (_____) _____

CITY _____ STATE _____ ZIP _____ EMAIL _____

MAKE CHECKS PAYABLE TO: MOUNTAINEER OUTFITTERS LLC

Mailing Address: 1019 Linger Run Rd. Horner, WV 26372

E-mail: MountaineerOutfitters@gmail.com

Phone: Greg Moats 304.678.6857 Cassie Moats 304.322.0071

Website: www.mountaineeroutfitters.net

VIDEO, PHOTO, &/OR VOICE CONSENT AND RELEASE

Effective as of the date shown below, approval for past use and permission for present and future use is being granted to Mountaineer Outfitters LLC of 1440 Hog Hollow Rd. Roanoke, WV 26447, to use a picture, video, or voice recording of (Print Name) _____. Permission is being given by the undersigned, _____ (Signature of the Recorded Party), as more fully explained in this consent and release. The undersigned is an adult fully authorized to sign this Consent and Release.

Recorded Person under the age of 18 please have adult sign here _____.

Relationship to undersigned _____ Adult printed name _____

For a valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby grants to Mountaineer Outfitters LLC its guides and outfitters in interest (collectively, the "Released Party") all ownership rights and the absolute and irrevocable right and permission to copyright, use and publish the recorded image, video, and/or voice of (Print Name) _____ (the "Image, Video and/or Voice") that has been (or will be) obtained pursuant to this Consent and Release.

The Image, Video and or Voice may be copyrighted, used and/or published individually or in conjunction with other photography, video works, and recordings and in any media (including without limitation, print publication, public broadcast, CD-ROM format) and for any lawful purpose, including without limitation, trade, exhibition, illustration, promotion, publicity, advertising and electronic publication.

The undersigned represents the warrants that (i) no other party has been granted an exclusive license with respect to the Image, Video, and/or Voice, and (ii) no other party's authorization or consent is required with respect to the permission granted to the Released Party under this Consent and Release.

The undersigned waives any right that the undersigned may have to inspect or approve the Released Party's use of the Image, Video and/or Voice, or the advertising copy or printed matter that may be used in connection with the use and/or publication of the Image, Video and/or Voice. The undersigned releases the Released Party (and all persons acting under its permission or authority) from all claims for slander, invasion of privacy, infringement of copyright or right of publicity, or any other claim related to the Image, Video and/or Voice (collectively, "Claims"). This release includes without limitation any Claims related to blurring, distortion, alteration, optical illusion, digital alteration, use in composite form, whether intentional or otherwise, that may occur or be produced in the processing or publication of the Image, Video, and/or Voice.

THE UNDERSIGNED WARRANTS THAT THE UNDERSIGNED HAS READ THIS CONSENT AND RELEASE PRIOR TO THE SIGNING OF THIS DOCUMENT, THAT THE UNDERSIGNED UNDERSTANDS IT, AND THE UNDERSIGNED FREELY ENTERS INTO THIS CONSENT AND RELEASE.

|Print _____ | Sign _____ |Date _____