



John Evert  
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## **I. Client/Outfitter Agreement**

This agreement is made by and between Lookin' Up Outfitters, hereinafter referred to as "Outfitter" and \_\_\_\_\_ hereinafter referred to as "Client". This agreement shall be effective on the date outfitter receives clients deposit and the agreement is signed by both parties. The parties (Outfitter and Client), in consideration of the mutual promised contained herein, no agree as follows

**A. Lookin' Up Outfitters, will for the price of \_\_\_\_\_** conduct the Client on a fully guided \_\_\_\_\_ from \_\_\_\_\_ through \_\_\_\_\_ and will provide the following:

1. \_\_\_\_\_ Sack Lunch
2. \_\_\_\_\_ All meals
3. \_\_\_\_\_ Lodging
4. \_\_\_\_\_ No meals or lodging
5. \_\_\_\_\_ Hunter(s) per guide—Guides are well experienced in their duties with years of experience
6. Hunting will be done in Game Management Units \_\_\_\_\_

**B. A deposit of 50%, \_\_\_\_\_ (NON-REFUNDABLE)** is required to book the hunt. The balance of 50% shall be paid IN CASH, MONEY ORDER, OR CASHIERS CHECK upon arrival for the hunt. NO PERSONAL CHECKS WILL BE ACCEPTED FOR THE FINAL PAYMENT UPON ARRIVAL.

### **C. Cancellations and Refunds:**

1. In the event of a cancellation of the hunt by the Clients, the NON-REFUNDABLE deposit shall be held by the Outfitter for and on behalf of the client and applied against the total fees.

\*\*\* Unless cancellation notice is given at least 90 days prior to the commencement of the trip. If 90 days' notice is given the deposit will be credited towards a future booking. No refunds of deposits shall be made unless the Outfitter can, in the event the client terminates the agreement prior to 90 days before the date of commencement of the trip the deposit will be refunded to the client provided the Outfitter can re-book the hunt at full-cost. The client may send another hunter in his place provided licenses or the drawing thereof have not already been issued in the original hunter's name.

2. Simple dissatisfaction with the hunt or dissatisfaction with conditions beyond the control of the Outfitter will not give rise to any refund.

3. In the event that licenses are not drawn and there are no landowner vouchers available, deposit will be applied towards a hunt for the following year.

### **D. The Outfitter agrees to:**

1. Follow standard health and safety precautions.

2. As required by Colorado Revised Statute 12-55.5-105 Lookin' Up Outfitters possesses a minimum liability insurance coverage in the amount of fifty thousand dollars for bodily injury to one individual in a single accident and one hundred thousand dollars for bodily injury to all individuals in a single accident. This policy is through Outdoor Underwriters, Inc. Bureau of Land Management is additionally insured. Bonded by Merchants Bond Company CO11999. The activities of outfitters are regulated by the directory of the division of registrations in the department of regulatory agencies.

## **E. The Client agrees to:**

1. Purchase applicable licenses: \_\_\_\_\_
2. Have in their possession a valid hunter safety card.
3. Be responsible for the game hides, capes, meat processing, shipping of meat, capes, and horns after they are brought in from the field.
4. Realizing there is or could be conditions during the hunt which may or may not be dangerous on any hunt, and for good and valuable consideration, namely being able to participate in guided hunt, \_\_\_\_\_ hereby releases Lookin' Up Outfitters from any and all liability for incidents occurring during the hunt above referred to.
5. If an animal is wounded during the hunt it will be considered your animal. We will help pursue that animal only. If dogs are being used for the hunt and they kill or wound the pursued game, that animal will be tagged by the hunter.

\*\*\*\*\* If you were born after January 1, 1949 you must have a valid hunter safety card in your possession\*\*\*\*\*

## **II. Waiver and Release Agreement**

\*\*\*\*\* Please read carefully before signing\*\*\*\*\*

In consideration for my being permitted to participate in the activities of Mountain Lion/ Black Bear Hunting, I agree to the following Waivers and Release:

A. I acknowledge that hunting and or target shooting has inherent risks, hazards, and dangers for anyone that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THE RISKS, HAZARDS AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The risk of handling firearms and being near others that have firearms in their possession;
2. The risk of injury from ammunition and shot from other guns;
3. Walking in rugged country, including encounters with wildlife, animals, and insects;
4. Inclement weather conditions;
5. The risk of injuries from riding on and all terrain vehicle (ATV) or any vehicle used off the paved road;
6. The risk of injury from the use of tree stands.

B. I understand the risks, hazards and dangers as described above and have had the opportunity to discuss the with Lookin' Up Outfitters. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF LOOKIN' UP OUTFITTERS WITH FULL KNOWLEDGE OF THE INHERENT RISKS, INJURY, PARALYSIS, OR DEATH.

C. Lastly, I for myself my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS LOOKIN UP OUTFITTERS, their directors, officers, agents, employees, and volunteers from and against all claims, actions, cause of action, liabilities, suits expenses (including reasonable attorney fees) which are related to arise out of; or are in any way connected with my participation in these activities or indirectly out of any damage, loss injury paralysis or death to me or my property as a result of my engaging in these activities or and the use of these services, animals or equipment, whether such damage, loss injury paralysis or death results from negligence of Lookin' Up Outfitters or from some other cause. I for myself, my heirs, my successors, execuors, and subrogates, further agree not to sue Lookin' Up Outfitters as a result of any injury, paralysis or death suffered in connection with my use and participation in the activities of Mountain Lion/Black Bear Hunting.

**I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT, AS WELL AS THE CLIENT/OUTFITTER AGREEMENT.**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

\_\_\_\_\_

Phone: \_\_\_\_\_

**Regulated by the CO Department of Regulatory Agencies License#: 2566**

**Bonded by Merchants Bonding Company: CO 11999**

**Insured with Outdoor Underwriters; Policy #: 02GS19A0046**

**(Proof of Bond and Insurance will be provided upon request)**

**All or part of this operation is conducted on Private Ranches and Public Lands under permits from the U.S. Bureau of Land Management and U.S. Forest Service. GMU's: 12, 211, 22, 23, 57, 58, 581, 69, 691, 82, 83, 84, 85, 86, 861, 104, 105.**