



Outwest Adventures LLC
36819 Road 35
Wiley, CO 81092
Outfitter License Number 2460
720-218-4677
info@outwestadventuresllc.com

OutWest Adventures, LLC Waiver and Release of Liability Agreement

This Agreement is made and entered into this _____ day of _____, _____ between
OUTWEST ADVENTURES, LLC and (the client)

In consideration of being permitted to participate, whether actively or as an observer, in hunting and related outdoor recreational activities in and upon lands owned or leased by the LLC in the state of Colorado, whether with the LLC, its owners, members, officers, agents, or employees, or, by agreement, hunting upon such lands without the presence of said personnel, and Client hereby **Releases, waives and forever gives up**, any claim he or she might have or acquire against the LLC, its owners, members, officers, agents or employees, or against the owners of properties leased by the LLC for hunting and outdoor recreational activities, for property damage, physical injury or death resulting from, relating to or arising out of such activities.

CLIENT agrees that LLC does not guarantee the success of the Client on any hunt.

CLIENT specifically intends and agrees that this WAIVER AND RELEASE OF LIABILITY shall be binding upon himself, his legal representatives, heirs, spouse, dependents, assigns, attorneys, executors, and personal representatives.

CLIENT further agrees that he/she, his/her estate, shall be liable for any reasonable attorney fees and costs incurred by the LLC, its owners, members, officers, agents, or employees or property owners incurred in enforcing this agreement.

CLIENT acknowledges and agrees that hunting is a potentially dangerous activity, involving substantial risk of property damage, bodily injury and / or death, and voluntarily assumes the risk that such may occur.

CLIENT understands and agrees that this agreement shall be binding whether such property damage, bodily injury or death is the result of negligence, recklessness, accident or act of god, or any combination of the foregoing.

CLIENT further agrees that he/she **now and forever shall not** solicit any property owners that they may hunt on with the LLC, for the purchase of the land, or try to obtain permission to hunt on land that is currently or was previously leased verbally or contractually by the LLC.

CLIENT agrees to allow LLC to post pictures from the hunt on the LLC's website for advertisement purposes. The LLC agrees to never sell said pictures to third party companies.

CLIENT agrees that under no circumstance is the client allowed to go scouting, walking, or site seeing while in the field. Client shall walk from vehicle to stand and from stand to vehicle only. Should the Client shoot a deer, the Client is not to search or attempt to recover the deer until LLC has given the consent to do so.

CLIENT agrees that any and all tree stands, ground blinds, and shooting towers shall not be moved or modified by any Client unless prior consent is given by LLC.

CLIENT agrees there is no smoking allowed in any tree stand, ground blind, and/or shooting tower. All trash, chewing tobacco, urine bottles, and any other debris left by Client shall and must be removed each time prior to leaving a hunting location.

CLIENT agrees that all wounds will be treated as a harvested animal, unless and until LLC has determined, at their discretion the wound to be or not to be fatal. LLC shall be responsible for all field care of animals. Client is responsible for all processing and taxidermy. Please note the LLC will not tolerate any waste of any game animal.

CLIENT understands and agrees that this agreement is intended to be as broad and inclusive as permitted by the laws of the State of Colorado, and that if any portion thereof is held to be invalid, then the remaining portions shall remain in full force and effect.

IN WITNESS WHEREOF, CLIENT has executed this agreement on the date and year first above written.

CLIENT understands we encourage only ethical shots that harvest the animal as quickly as possible. We realize things happen in the field, but if the hunter draws blood and it is determined the shot is fatal, it is the same as harvesting an animal and the hunt is over. **Your guide has ultimate authority and makes the call at the time it is determined whether the shot was lethal enough to kill the animal.** We will look for the animal for at least 1.5 days. Please be sure of your shots, although each situation is different, if the shot was taken and it is determined it was a poor judgment call by the hunter, whether blood is drawn or not, your hunt will be over as well.

CLIENT agrees that in the event of filming a hunt or any activity related to a hunt for any type of event or television show to be aired on any type of television or internet broadcast whether for personal use or for public viewing shall keep the specific location of the hunt to the following: (Eastern Colorado, North Central Colorado, or Colorado)

No specific mention shall be made to any town, hunting unit designated by the State of Colorado DOW, or specific location within Colorado without prior written consent of LLC.

CLIENT signature: _____

PRINTED name: _____

ADDRESS & TELEPHONE: _____

WHITNESS signature _____



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Hunt Contract

This agreement is made between OutWest Adventures LLC (hereinafter referred to as the Outfitter) and (hereinafter referred to as the client). This agreement shall be affective on the date the Outfitter receives the clients deposit and a signed copy of this document.

Outfitter agrees as follows:

- 1) Be insured, bonded, insured, and licensed as per requirements by all appropriate State and Federal governing agencies. (Bond available upon request: Bond – Scottsdale Insurance Company, Insurance - Colonial General Insurance Company)
- 2) Provide the client with a (list species):
- 3) Hunt From
- 4) Location (Colorado GMU Unit(s))
- 5) Provide client with a list of necessary list of equipment, clothing, personal effects, directions and other reasonable information the client may need to know before the hunt.
List Located on Web Site www.outwestadventuresllc.com
- 6) Provide client with rules and regulations that may pertain to hunt: **(Listed Below)**
- 7) Guide service consisting of **1 guide(s) per 2 client(s)**.
- 8) Field dressing and or quartering of game. **Game transportation to processor and processing not included in price of hunt**
- 9) To provide lodging as specified:
- 10) To provide Meals or other accommodations as specified:

The parties understand that the dates of the trip may change for reasons beyond the outfitters control. The duration of the trip is as provided above notwithstanding the fact that circumstances, including but not limited to, weather, governmental action, illness of staff, equipment failure, or other factors beyond the outfitters control that may prevent the hunting of certain areas on certain days.

The Outfitter does not provide personal gear, licenses, taxidermy fees, meat processing fees or transportation fees or expenses to get to the hunting location. Once the client has arrived at the base location the outfitter will provide transportation during the hunt.

The Client agrees to:

- 1) Pay all fees when due and furnish all information on the dates when promised.
- 2) Arrange for His/her travel to hunting locations.
- 3) Live in camp in a manner consistent with all local and federal laws and rules enforced by the outfitter.

- 4) Be responsible for completing all paperwork and paying all necessary fees for applications, licenses, and permits.
- 5) Be responsible for obtaining the appropriate license from the State of Colorado and is responsible for being legally authorized to hunt, including a hunter's safety permit for all Clients born after January 1st, 1949.
- 6) Have in possession a hunter safety card if born on or after January 1st 1949.**
- 7) Refrain from consuming alcoholic beverages or medications that alter the hunter's ability to safely operate a weapon or vehicle until all hunting has been completed for the day.
- 8) Refrain from using any type of illegal substance prior to or at any time during their hunting days as listed above in #3 of "Outfitter agrees as follows" with LLC.
- 9) Read and sign the Waiver and release acknowledgement form attached and return both forms by
- 10) Bring personal gear as follows: Rifle/Ammo and all clothing/gear suited for weather in the 70's down to below freezing and blizzard conditions... all medication or "must have" personal effects will be the responsibility of the client.
- 11) Notify the outfitter of and Physical limitations before and during the hunt. The outfitter will not be held responsible if the hunt is to physically demanding for the client, and no refunds will be awarded for this reason.

Fees and conditions:

- 1) Client agrees the cost of the hunt is:
- 2) Client agrees to provide a 50% deposit along with a signed copy of this contract and waiver at least 90 days before the hunt unless specified otherwise: Deposit Received on
- 3) The balance shall be paid 30 days prior to the start of the hunt.

Cancellations and refunds:

- 1) The outfitter shall hold the deposit for the client and applied to the balance of the total fee. In the event the client cancels the outfitter will allow the client to use the deposit towards a hunt for the following year. After two years the client will forfeit the hunt and the deposit.
- 2) If the client fails to draw a limited license for the hunt the deposit will be good until the client draws the license.
- 3) There are no partial refunds in the event the client leaves early for lodging or meals.
- 4) Each client understands that for any reason the outfitter at his sole discretion, may return a portion or all of the fees paid and decline further service to the client.
- 5) **IF THE CLIENT IS UNABLE TO HUNT DUE TO NOT HAVING OBTAINED THE APPROPRIATE LICENSES AND PERMITS, THE CUSTOMER'S DEPOSIT SHALL NOT BE REFUNDED, EXCEPT FOR PERMITS TIMELY APLIED FOR AND NOT ISSUED.**

The client acknowledges that they have read and understands this contract, and that it shall be binding upon the Client, Outfitter and their heirs, successors and assigns. A parent or guardian must sing below for any persons participating under the age of 18 years of age. This agreement will be effect as of the latest date signed below.

Print _____

Sign _____ /_____/_____
Outfitter or responsible party

Print _____

Sign _____ /_____/_____
Client or responsible guardian