



**Note – the contract must be provided to Client within 30 days of receipt and acceptance of a deposit from a client.**

**Elk Ridge Outfitters  
5731 State Highway 13  
Meeker, CO 81641**

**CO Outfitter # 003120  
Private Hunter Agreement**

This Private Hunter Agreement (“Agreement”) is made by and between **Elk Ridge Outfitters** (hereinafter referred to as “Outfitter”) and \_\_\_\_\_ (hereinafter referred to as “Client”). This Agreement shall be effective on the date Outfitter receives Client’s deposit and this executed Agreement and all necessary forms. The parties (Outfitter and Client), in consideration of the mutual promises contained herein, now agree as follows:

**Outfitter agrees to provide the following services and amenities to Client:**

1. A fully guided bull elk hunt (**Client initial here \_\_\_\_ for bull elk hunt**) or fully guided buck deer hunt (**Client initial here \_\_\_\_ for buck deer hunt**) at Morgan Creek Ranch in Game Management Unit 211 (“GMU 211”) with the added option of fishing during the trip to Wilson Reservoir and/or Morgan Creek Ranch ponds.
2. The hunting trip shall consist of four (4) days and five (5) nights of lodging and food.
3. Lodge accommodations will include all food prepared by a ranch cook. Outfitter will provide non-alcoholic drinks ONLY.
4. The parties understand that the dates of the trip may change for reasons beyond Outfitter's control. The duration of the trip will be \_\_\_\_\_ through \_\_\_\_\_; *however* circumstances beyond Outfitter's control, including but not limited to weather, governmental action, staff illness, equipment failure or other factors, may prevent packing into or out of certain areas on certain days.
5. Directions to the Loper House, located at 11123 State Highway 13 in Craig, Colorado, where Client will be staying for the duration of their trip.
6. Transportation to and from local airports Hayden or Craig to the Loper House.

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7. A list of suggested clothing and personal effects needed for the hunt.
8. Rules or regulations relating to wilderness activity, all necessary application forms (including Hunter Information form and Physical and Health Information form) itinerary of the trip, standard health and safety precautions and procedures, and any other reasonable information requested by Client pertaining to the trip.
9. Licenses for selected hunting and fishing for each Client.
10. Guide service will consist of one (1) guide for each Client, unless otherwise specified.
11. Field dressing, capping, quartering game and delivery to processor or taxidermist shall be included. Fees charged for taxidermist and meat processing shall be the responsibility of Client. Client shall also be responsible for the hide, cape and antlers immediately following the fulfillment of the license.
12. Outfitter does not provide local transportation not described above.
13. Outfitter agrees to be insured, bonded and licensed/permitted as required by all relevant State and Federal registration, wildlife management and land management authorities, including but not limited to Division of Professions and Occupations, Office of Outfitter Registration; Bureau of Land Management; Colorado Division of Parks and Wildlife and/or the Colorado State Land Board.

### **Client Agrees to:**

14. Pay all fees when due and as outlined in the following Fees section, and timely furnish all required information by the dates established herein, including all required information for Outfitter to purchase applicable license(s).
15. Live in a manner consistent with State laws and regulations, U.S. Forest Service regulations, and abide by lodge and other rules as provided by Outfitter.
16. Arrange for his/her own travel to and from other airports or locations not identified above.
17. Bring sufficient but not excessive amounts of personal gear based upon the list provided by Outfitter.
18. If born after January 1, 1949, have in Client's possession a Hunter Safety Card.
19. Acknowledge that consumption of any alcoholic beverage during the day, or otherwise until all firearms are unloaded and stored for the day, is strictly prohibited on all Outfitter property and GMU 211 land.
20. Complete Hunter Health form and identify all required medications, health concerns and/or restrictions prior to arriving at the lodge, in addition to identifying any and all food and other known allergies. Outfitter must be notified of any special accommodations required to ensure that Outfitter will be prepared to make those accommodations.

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21. Certify that you are in good enough physical condition to be able to hunt in the area and game defined above. Risks associated with primitive conditions of the hunt area, the elevation, weather conditions, unavailability of medical attention, travel and the handling of firearms in a hunt area are substantial.
22. Should Client draw blood from licensed game at any point during the hunt, the hunt shall conclude and the license shall be deemed filled. Should this situation arise, Client and Outfitter will engage in a good faith effort to retrieve the wounded animal, subject to Outfitter's sole discretion. Should Client harvest an animal outside the parameters of Client's license, Colorado Division of Parks and Wildlife will be notified and will manage corrective actions at its discretion.
23. Read and sign the attached RELEASE AND INDEMNIFICATION FORM, the provisions of which are incorporated herein by reference, and return said form with this executed Agreement and the deposit as set forth below. All other forms must be completed and returned to Outfitter on or before July 15, 2017.

### **Fees:**

In consideration of Outfitter providing the services as set forth above (including attachments), Client agrees to pay Outfitter as follows in U.S. funds in the form of cash, certified funds or money order:

24. The sum of \$7,500 for a bull elk hunt. A deposit of \$3,750 shall be paid by Client to Outfitter before or concurrent with Client's transmission to Outfitter of a signed copy of this Agreement.
25. The sum of \$5,500 for a buck deer hunt. A deposit of \$2,750 shall be paid by Client to Outfitter before or concurrent with Client's transmission to Outfitter of a signed copy of this Agreement.
26. The balance of the fee under the foregoing two paragraphs shall be paid on or before July 15<sup>th</sup>, 2017.

### **Cancellations and Refunds:**

27. The deposit shall be held by Outfitter for and on behalf of Client and applied against the total fee. In the event Client terminates this Agreement, the deposit shall be forfeited.
28. In the event Client should desire to terminate the hunt early, Outfitter will endeavor to pack or transport Client out of the wilderness area back to the lodge or approved airport. However, Client acknowledges and understands that the decision as to when Client will be packed or transported out will be in the sole discretion of Outfitter. Except for emergencies or situations in which prior arrangements have been made, all members of a party are expected to pack in/out together on the same day.
29. In the event 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 discretion of Outfitter. Under such circumstances, Client shall not be entitled to a refund

of any portion of the fee.

30. In the event Outfitter materially defaults in the performance of any portion of its obligations hereunder, due to circumstances beyond Outfitter's control including but not limited to weather, floods, fire, other acts of nature, governmental action, staff illness, or equipment failure, Client shall be entitled to return of the pro-rata portion of his fee for the percentage of the trip not completed.
31. Inherent risks of the activities that are the subject of this Agreement include, without limitation, the primitive conditions of the hunt area, ground conditions, surface grade, ground elevation, weather conditions, animal behavior, equipment complexity and malfunction, the skill and experience of other clients, the negligence of other clients, unavailability of medical attention, travel distances, and the handling of firearms in the hunt area.

**WARNING**

UNDER COLORADO LAW, THERE IS NO LIABILITY FOR THE DEATH OF OR INJURY TO A PARTICIPANT IN AN AGRICULTURAL RECREATION OR AGROTOURISM ACTIVITY RESULTING FROM THE INHERENT RISKS OF THE AGRICULTURAL RECREATION OR AGROTOURISM ACTIVITY, PUSUANT TO SECTION 13-21-121, COLORADO REVISED STATUTES.

Client has read and understands this Agreement, and acknowledges that it shall be effective and binding upon 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).

\_\_\_\_\_  
Elk Ridge Outfitters

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or guardian of Client, if under 18

\_\_\_\_\_  
Date



**Elk Ridge Outfitters**  
**5731 State Highway 13**  
**Meeker, CO 81641**

**RELEASE AND INDEMNIFICATION FORM**

Client First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Pursuant to C.R.S. §12-55.5-105(1)(c) and (d), outfitters are required to be bonded and possess a minimum level of liability insurance, and outfitter activities are regulated by the Director of the Division of Registration in the Department of Regulatory Agencies.

In consideration of being permitted to access lands owned or controlled by Elk Ridge Outfitters, I, for myself and my heirs and personal representatives, do hereby fully and forever release, waive, discharge and covenant not to sue Elk Ridge Outfitters or any parent or subsidiary or related entity including, but not limited to, their executives, officers, managers, members, employees or agents (“Indemnitees”) for any and all claims, demands, actions, causes of action, damages, costs, loss of services, expenses (including attorney fees) and all other claims of damage whatsoever, both in law and in equity, on account of or in any way resulting from personal injuries, conscious suffering, death or property damages sustained by me and arising out of or associated with my access to lands owned, leased or controlled by Elk Ridge Outfitters or any parent or subsidiary or related entity, or from any activities associated with my use of such property, including but not limited to all claims for negligent or reckless acts and excepting only injury or death resulting from the willful misconduct of one or more of the Indemnitees.

I covenant and agree to assume full responsibility for and risk of bodily injury, death or property damage relating to the use of property or lands owned, leased or controlled by Elk Ridge Outfitters or any parent or subsidiary or related entity, including such injury or death or damage caused by the negligence or recklessness of any one or more of the Indemnitees, and expressly agree that this release is intended to be as broad and inclusive as permitted by the laws of the State of Colorado.

I further covenant and agree to indemnify and hold harmless the Indemnitees from any and all claims, demands, actions, causes of action, damages, costs, loss of services, expenses (including attorney fees) and all other claims of damage whatsoever, both in law and in equity, on account of or in any way resulting from personal injuries, conscious suffering, death or property damages sustained by me and arising out of my access to lands owned, leased or controlled by Elk Ridge Outfitters or any parent or subsidiary or related entity, including but not limited to all claims for the negligence or recklessness of any one or more of the

Indemnitees, and excepting only injury or death resulting from the willful misconduct of one or more of the Indemnitees.

I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while accessing lands owned, leased or controlled by Elk Ridge Outfitters or any parent or subsidiary or related entity. If I have no such insurance, I certify that I am capable of personally paying for any and all such expense or liability.

I further covenant and agree to indemnify and hold harmless the Indemnitees for any and all claims, demands, actions, causes of action, damages, costs, loss of services, expenses (including attorney fees) and all other claims of damage whatsoever, both in law and in equity, on account of or in any way resulting from personal injuries, conscious suffering, death or property damages sustained by or caused to any third party by my conduct or misconduct during my access to or use of property or lands owned, leased or controlled by Elk Ridge Outfitters or any parent or subsidiary or related entity. I certify that I have sufficient accident and liability insurance to cover such injury, suffering, death or damages caused to a third party as a result of my accessing such lands. If I have no such insurance, I certify that I am capable of personally paying for any and all such expense or liability.

Inherent risks of the activities that are the subject of this Agreement include, without limitation, the primitive conditions of the hunt area, ground conditions, surface grade, ground elevation, weather conditions, animal behavior, equipment complexity and malfunction, the skill and experience of other clients, the negligence of other clients, unavailability of medical attention, travel distances, and the handling of firearms in the hunt area.

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**My signature below indicates that I have read this entire RELIEF AND INDEMNIFICATION FORM, comprehend it completely, understand that it affects my legal rights, and agree to be bound by its terms.**

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Printed Name of Client

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Signature of Client

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Date