



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 a fully guided buck deer hunt (**Client initial here ___ for buck deer hunt**), or a fully guided pronghorn buck hunt (**Client initial here ___ for antelope buck hunt**), or a fully guided mountain lion hunt (**Client initial here ___ for mountain lion hunt**) at Morgan Creek Ranch in Game Management Unit 211 (“GMU 211”) and Unit 12 (“GMU 12”). Client has the option of adding the following:
a bear hunt to Client’s big game hunt selected above, (**Client initial here ___ for add-on bear hunt**), subject to availability of bear licenses.
2. A trip beginning _____ and terminating _____, *provided that* the dates of the trip may change for reasons beyond Outfitter's control and *provided further that* 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.
 - a. The bull elk and mule deer hunting trips shall consist of four (4) days and five (5) nights of lodging and food, with or without the add-on bear hunt.
 - b. The pronghorn antelope hunting trip shall consist of three (3) days and four (4) nights of lodging and food, with or without the add-on bear hunt.
 - c. The mountain lion hunting trip shall consist of five (5) days and six (6) nights of lodging and food.
3. Lodge accommodations, including all food prepared by a ranch cook. Outfitter will provide non-alcoholic drinks ONLY.

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4. 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.
5. Transportation to and from local airports in Hayden, CO or Craig, CO to the Loper House.
6. A list of suggested clothing and personal effects needed for the hunt.
7. Rules or regulations relating to outdoor activity; all necessary application forms (including Hunter Information form and Physical and Health Information form); itinerary of the trip; information about standard health and safety precautions and procedures; and any other reasonable information requested by Client pertaining to the trip.
8. Licenses for selected hunting for each Client. Bear license purchase is the responsibility of Client.
9. Guide service, consisting of one (1) guide for each Client.
10. Field dressing, quartering game and delivery to a processor or taxidermist shall be included in the fee specified below. Fees charged for taxidermy and meat processing shall be the responsibility of Client. Client shall be responsible for the hide, cape, antlers and meat following delivery to taxidermist and meat processor.
11. Outfitter does not provide local transportation not described above.
12. 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:

13. 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).
14. Hunt in a manner consistent with State laws and regulations, Federal regulations, and abide by lodge and other rules as provided by Outfitter.
15. Arrange for his/her own travel to and from other airports or locations not identified above.
16. Bring sufficient but not excessive amounts of personal gear based upon the list provided by Outfitter.
17. If born after January 1, 1949, have in Client's possession a Hunter Safety Card.

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- 18. 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 and GMU 12 land.
- 19. 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.
- 20. Certify that you are sufficiently healthy to hunt in the area and for the game selected 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.
- 21. 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.
- 22. 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 your hunt.

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:

- 23. The following sums relating to the hunt(s) selected by Client. A deposit of shall be paid by Client to Outfitter before or concurrent with Client's transmission to Outfitter of a signed copy of this Agreement.

Big Game Hunt	Total Cost	50% due at Signing	50% due August 1st
Elk	\$8,500	\$4,250	\$4,250
Deer	\$5,500	\$2,750	\$2,750
Pronghorn	\$3,500	\$1,750	\$1,750
Mountain Lion	\$6,500	\$3,250	\$3,250
Bear	\$500	Add on to big game hunt	
Non-Hunting Guest	\$500	Add on to big game hunt	

- 24. The balance of the fee under the foregoing two paragraphs shall be paid on or before the **August 1st** of the year of your hunt.

Cancellations and Refunds:

- 25. 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.

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- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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 OF AGROTOURISM ACTIVITY RESULTING FROM THE INHERENT RISKS OF THE AGRICULTURAL RECREATION OR AGROTOURISM ACTIVITY, PURSUANT 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