

HIGH MOUNTAIN HUNTS, LLC HUNT TERMS & AGREEMENT

This agreement made this ___ day of _____ 20___, between High Mountain Hunts, LLC., 2 Cobblestone Lane, Pagosa Springs, Colorado, (330) 413-8534, hereinafter referred to as Outfitter, and Client as identified below, hereinafter referred to as Client.

CLIENT INFORMATION:

Name:
Address:
City/ST/Zip:
DOB:
Phone:
Email:

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein agree as follows:

- I. Outfitter agrees to act as Outfitter for the hunting of the game and dates initialed on the enclosed Hunt Schedule. Additional days may be added at \$700 per day when the hunting season permits.
- II. **Age Limit:**
All Hunters and Non-Hunting Guests MUST be over the age of 18 on the day preceding the scheduled start of the hunt, No Exceptions

III. **Hunt Cost/Booking Agreement:**

Client agrees to pay the total sum for services initialed as itemized below. Hunting licenses and tag fees are not included in the hunt cost. \$2,000.00 is due as a deposit to secure your hunt date. The remaining balance of the cost of the hunt and any outstanding fees or reimbursements is due 30 days prior to arrival at the Ranch. Please make checks payable to: *High Mountain Hunts, LLC*
Mail checks to: 2851 Lincoln Way E, B4, Massillon, OH 44646

1 Guide, 1 Hunter - I choose to lodge with the Outfitter & include food - \$6,000 _____

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2021 HUNT SCHEDULE *Initial your desired game type*

Game Type:

Elk Mule Deer

Archery Dates: September 2-30, 2021

We can accommodate any 5 consecutive day window. We recommend Monday through Friday using weekends for Travel. ***Please identify the start and end dates you would like to hunt below.***

Start:	End:
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Draw Codes: Elk (E-E-076-01-A), Deer (D-M-076-01-A)

Muzzleloader Dates: ***Please initial inside the box for the season you would like to hunt.***

September 11-15, 2021	September 15-19, 2021
	*Additional Days:

Draw Codes: Elk (E-M-076-01-M), Deer (D-M-076-01-M)

Rifle Dates: ***Please initial inside the box for the season you would like to hunt.***

Early Rifle (Draw) October 1-7, 2021 Hunt Code Elk: (E-M-076-E1-R)	1 st Rifle (Draw) October 16-20, 2021 Hunt Code Elk: E-M-076-01-R
2 nd Rifle October 30-November 3, 2021 Hunt Code Deer: D-M-076-02-R Hunt Code Elk: E-M-076-02-R	3 rd Rifle November 13-17, 2021 Hunt Code Deer: D-M-076-03-R Hunt Code Elk: E-M-076-03-R
	*Additional Days:

*Additional days available as season permits for \$700 per day.

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IV. To Reserve Your Hunt:

- A. In order to confirm and reserve your hunt dates, the Outfitter must receive at time of reservation, per client or guest:
- i. This signed Agreement and Release of Liability
 - ii. Deposit of \$2,000.00 payable to High Mountain Hunts, LLC.
- B. Final balance payment and a completed Guest Registration Form are due 30 days prior to hunt start date.

V. **Payment Methods.** All payments to Outfitter are final and deemed 100% non-refundable, no exception. No refunds will be processed for failure to purchase or draw any required license for the hunt booked. Deposits may be transferable to a future date under special circumstances, and at Outfitter discretion. Outfitter recommends you procure trip insurance to defray expenses of a cancellation due to personal reasons, or trip delay or interruption due to weather or other circumstances out of the Outfitter's control.

- A. Deposits for hunts scheduled more than 120 days from payment date require remittance via check, credit card, or wire transfer. Personal checks may be subject to a 7-day clearing period, per Outfitter bank standards.
- B. Deposits or final payments for hunts scheduled less than 120 days from payment date may be accepted via credit card, check or wire transfer.
- C. **Non-Refundable Policy:** Trips with Outfitter are 100% non-refundable. Failing to procure trip insurance may result in loss of funds if you are unable to in any way make the trip. Special circumstances for transfer of hunts MUST be approved by Outfitter PRIOR TO CANCELLATION.

- i. From the moment you book your hunt, Outfitter takes on expenses and labor in preparation for your trip including the procurement of guides, hiring of staff, and reservation of a number of limited hunt dates for certain animals and cannot recover these expenses and lost time in the event that your plans change. Client Initials
- ii. Hunting permits and tags in Colorado are limited, and procurement of a tag and booking a hunt with Outfitter reserves your hunt for the limited amount of time available in the given season. The hunt you book is specially reserved by Outfitter and cannot simply be re-assigned, transferred, or otherwise re-booked with another individual in order to mitigate the loss to Outfitter in preparations already undertaken for your hunt. Additionally, tags already issued in your name or transferred to you from the landowner are NON-TRANSFERABLE to any other individual able to take your spot, as per Colorado law. Attempted transfers of tags may result in criminal charges by the state of Colorado. Client Initials
- iii. In order to provide this top tier level of service, Outfitter operates a no refunds policy. Clients who fail to purchase trip insurance may lose funds already deposited or paid to Outfitter in the event that they choose to cancel for any reason. Client Initials

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- D. **Trip Insurance:** Outfitter does not offer refunds for any circumstances including inclement weather, illness or other incapacitation of individual, change in circumstances, loss of opportunity, failure to harvest animals, or any other reason not in the direct control of Outfitter. Trip Insurance, while not required, is highly recommended due to the nature of the industry: Mountainous terrain, in Colorado, in the winter time. While some credit card companies do cover Trip Insurance in the member agreements, please ensure that you are covered for any possible cancellations prior to booking.
- E. **Waiver:** I have read and understood the non-refundable policies of Outfitter as well as the recommendation that I purchase Trip Insurance in the event that I need to cancel my trip for any reason. I further understand that I am not entitled to a refund of any money deposited or paid to Outfitter for any reason. Client Initials

VI. **Outfitter** will provide amenities for Client in compliance with the following:

- A. For those Clients opting to stay with Outfitter, breakfast, lunch and dinner are provided for each day of hunt excepting the day of departure;
- B. For those Clients opting to stay in other accommodations, no meals, food, or beverages are provided;
- C. Skinning, field dressing, and delivery of meat to a processor. Delivery of trophy to a taxidermist of Client's choice (Delivery of any of the herein described animal parts or meat to destinations other than those listed may incur additional charges at Outfitter discretion);
- D. Transportation by vehicle to hunting area; and

VII. **Outfitter** hereby covenants and promises to uphold the highest standard of outfitting and guiding of Client and Client's companions including, but not limited to:

- A. Outfitter and his employees agree to use their experience to share basic knowledge of property boundaries, animal behavior, and general animal locations with Client.
- B. Hire guides that meet Client and Outfitter expectations for proficiency in outfitting.
- C. Promote hunting and the taking of animals by fair chase; the pursuit of an animal in a legal and sportsmanlike manner.

VII. **Client** understands that he or she is responsible for and agrees to:

- A. Transportation to and from airport to accommodations, if applicable; Outfitter will provide transport to and from airport to accommodations for \$100 per person, per trip. Client accepts service
- B. Arrive no later than 2 p.m. MT day before scheduled hunt to allow sufficient time to shoot in weapon.
- C. Transportation to and from Hunting Area, if applicable;
- D. Furnish weapons, ammunition and all personal belongings. The minimum allowable caliber for big game hunts is .243.
- E. Purchase and provide for inspection, the proper licenses, tags and harvest reports as required by the State of Colorado and/or the Federal government(s) for all animals being pursued and/or taken on this hunt.

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- F. Keep the land in good condition and appearance, free from debris and waste, and maintain the property in a good manner.
- G. Be personally and financially responsible for any damage to the property of Outfitter caused by Client.
- H. Client agrees that if he is unable to arrive in camp on the designated arrival date due to bad weather or other natural or unnatural circumstances or conditions beyond the Outfitter's control, that Outfitter and Client will have a conversation to negotiate rescheduling the hunt. No refunds are guaranteed by Outfitter, and your hunt and associated tags may be forfeited.
- I. Client promises to read and observe the Colorado Parks & Wildlife hunting regulations and agrees to bear all responsibility for fines/penalties and court costs imposed upon them and the Outfitter, Outfitter's guides, agents, or employees for the violation of such regulations by Client. Client shall reimburse in their entirety all attorney's fees and costs incurred by Outfitter in defense of any criminal or civil action against Outfitter, Outfitter's guides, agents, or employees as a result of Client's failure to follow the laws of any jurisdiction or other act or omission causing such action against said parties.
- J. Client, if born after January 1, 1949, MUST possess a valid Hunter Education Certificate at all times.
- K. Client understands that consumption of alcohol or use of drugs is strictly prohibited during all hunts. Client understands that once alcohol is consumed, Client no longer enjoys the privilege of hunting for the remainder of the day. **This prohibition includes consumption of alcohol at any time after 12:00AM on the day of the hunt.**
- VIII. The Outfitter, guides hired by Outfitter, and Client(s) will fully cooperate with State and Federal Wildlife officials and will abide by all applicable conservation and game laws, statutes, regulations and will not condone their violation.
- IX. If Outfitter determines that Client is creating a danger or is a disturbance to the other hunters, employees or family of Outfitter or the Outfitter himself, Outfitter has the right to cancel this contract and the hunt with no refund to Client.
- X. High Mountain Hunts, LLC is an equal opportunity employer and service provider operating under the special use permit from the USDA Forest Service, Rio Grande National Forest
- XI. **Location:** Hunts will take place in the Rio Grande National Forest, CO in Colorado Game Management Unit (GMU) 76. Hunts may also take place on property leased by Outfitter, within the same GMU.
- XII. **Hunting Licenses & Tag Fees:** If your hunt requires a qualifying license and tag which can only be obtained through the Colorado Parks and Wildlife annual draw, you must apply for the draw online at www.cpwshop.com using the hunt code applicable to the game animal you intend to hunt by **April 6, 2021**. Outfitter will apply on behalf of client according to the enclosed Hunt Schedule for a fee of \$10.00 per license and/or draw tag required per animal for online application services. Client will reimburse Outfitter for license and tag fees in addition to the application service fee herein with the final payment.

Client Accepts Service (Complete the draw details below)

Client Declines Service

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Outfitter is requested by Client to apply for the following draws for points and/or tag:

Choose Points-Only Draw: Elk _____ Mule Deer _____

Draw Code Elk: E-P-999-99-P

Draw Code Deer: D-P-999-99-P

Choose Tag Draw: Elk _____ Mule Deer _____

Choose Tag Type:

Archery Muzzleloader 2nd Rifle Mule Deer 3rd Rifle Mule Deer

Early Rifle Elk 1st Rifle Elk 2nd Rifle Elk 3rd Rifle Elk

XIII. **Hunting Conditions:** The hunting area consists of varying elevation from 5,500ft above sea level to 14,000ft above sea level. While the terrain of the area will vary, you may expect to encounter rough, steep and rocky, open, and wooded mountain terrain.

The weather is consistent with that of high altitude, mountainous terrain with temperatures ranging from 20F to 80F. The weather can vary greatly and is highly unpredictable, especially in the mountains. Sufficient hiking boots, rain, and cold weather gear are a necessity for each guest. The vigorous nature of the hunt and variability of the weather means every hunter must be in good physical condition with at least average agility and strength and above average endurance. Prior hunting experience and skill is recommended due to the nature of the hunt unless previously arranged with Outfitter. Outfitter MUST be advised of in advance of any medication you are taking as well as any physical limitations, allergies, or other limitations.

XIV. **Ratio:** For guided Big Game Hunts, no more than 1 client will accompany any one guide at any time, unless other arrangements are requested by the booking client and approved by Outfitter prior to the day of the hunt.

XV. **Wounded Game Policy:** In the event a big game animal is wounded, your hunt is over until the animal is found. Animals that are wounded and get away are considered yours. The Outfitter and guides will expend maximum effort in an attempt to recover your animal, and will make all final determinations as to the ability of the Client to continue hunting if the animal is not recovered.

XVI. **Assumption of Risk and Release:** Release of Liability attached to this contract as "Addendum 1; Release of Liability" must be signed simultaneously with this contract for each client.

XVII. **Choice of Law/Attorneys Fees:** An action at law, suit in equity or judicial proceedings for the enforcement of this contract or any provision thereof shall be instituted only in the court of the State of Colorado and this contract shall be governed by the laws of the State of Colorado both as to interpretation and performance. Any court costs, attorney's fees, or other associated expenses incurred by Outfitter to enforce any provision of this contract or successfully defend any suit arising out of this contract, shall be reimbursed in their entirety by Client.

XVIII. This Contract and included Addendums shall supersede all previous communications, representations or agreements, either verbal or written, between the parties except when referred to in this Contract.

XIX. Pursuant to section 12-55.55-105(1)(c) and (1)(d) outfitters are bonded and required to possess the minimum level of liability insurance. Outfitters are regulated by the director of the division of registrations in the department of regulatory agencies (Section 12-5.5-109(3), C.R.S.)

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XX. Fully insured, licensed, and bonded. Outfitter Reg. #0003392. High Mountain Hunts, LLC is insured by Nautilus Insurance Company, bonded by Western Surety Company. Proof of bond and insurance is available upon request.

If a court of law should determine that any portion of this contract is in violation of law, then that portion is to be considered null and void, however such a determination will in no way affect or diminish the binding agreement represented by the remainder of this agreement.

This Contract must be read, signed, and returned to High Mountain Hunts, LLC., prior to reservation of the hunt. In signing below, I acknowledge I have read and agree to abide by all terms and conditions in this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement:

Client Signature: _____

Date: _____

High Mountain Hunts, LLC: _____

Date: _____