



Colorado Premier Outfitters
Po box 770225
Steamboat Springs Co 80477
Shane Yeager 970-846-4414
Greg Lang 970-819-7845

Contact information

Name _____
Main group contact name: _____
Cell # _____ Home # _____
Mailing address _____
City _____ State _____ Zip _____
Email _____
Emergency Contact: Name _____ Relationship _____
Phone number(s) _____
Allergies or medical concerns _____

2017 Hunting/Fishing Agreement

Whereas, Client, _____
(individually referred to herein as "Client" or collectively as "Clients") desire to employ Colorado Premier Outfitters, Inc. to provide hunting, fishing, guiding, camping, and related outdoor services under the following terms and conditions:

General Guiding Experience

1. Colorado Premier Outfitters (CPO) will provide a _____ day outdoor guided adventure for Client(s).
2. The cost of the CPO adventure is \$ _____ per person.
3. Type of CPO adventure (drop camp, full-service camp, hunting, fishing, horseback riding, camping, etc.): _____

4. Dates for adventure: _____
5. A 50% deposit, in the amount of \$ _____, and completed/signed Client agreement is required to guarantee the Client(s) reservation. Until deposit and agreement are received by CPO, there is no reservation.
 - a. The deposit shall be considered non-refundable.

b. The deposit may be paid with check or cash. Full amount is due prior to beginning the adventure. In the event the balance is not paid, the Client shall forfeit all sums previously paid and the adventure shall be cancelled. Checks shall be made payable to: Colorado Premier Outfitters, Inc. Payments and Agreements can be mailed to: Colorado Premier Outfitters, PO Box 770225, Steamboat Springs, CO 80477. CPO is bonded and insured.

c. In the event that a client does not draw the required license for GMU 14, a full refund will be given provided CPO is notified within 5 business days of the of the posted draw results.

d. In the event the Client(s) elect to terminate the adventure early, the Client(s) shall not be entitled to a refund of any portion of the fees.

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General Terms and Conditions

1. Colorado Premier Outfitters (CPO) will provide all equipment, horses, meals (Full Service camps ONLY), as needed per Client(s) adventure. Any food allergies need to be made known at the time of reservation. Alcohol will not be provided by CPO.

2. CPO is licensed with the State of Colorado, and registered with the U.S. Forestry Service. All hunting/fishing/camping will be conducted in a professional manner in accordance with established laws/guidelines.

3. CPO will provide a guide for every two Clients for full-service camps, unless otherwise noted in the agreement. The guide will help locate game, track game, and give advice on shots, field dress and pack-out of game.

4. Trophies and meat will be handled according to the specifications of the Client(s) and is not included for full-service camps. Drop-camps are responsible for field dressing and getting their game back to camp. (Taxidermy and meat processing facilities are located within the Steamboat Springs area.)

5. CPO will have full and final authority for the operation of the camp, its employees, and the adventure. At no time shall this authority be challenged. Any questions, suggestions, and/or complaints should be expressed directly to the CPO leadership team.

6. The client(s) shall strictly adhere to standard firearm safety and hunting practices. CPO reserves the right to end the adventure early if Clients fail to comply with CPO's directions and create a dangerous situation. In the event this occurs, Clients will forfeit all funds previously paid. Client(s) will not consume alcoholic beverages during the actual hunt. Consumption of alcohol is prohibited until the hunting day is over and the firearms are unloaded and properly stowed. Consuming alcoholic beverages is not advised due to the effect altitude has on the body.

7. Client(s) will not handle horses and equipment without permission of CPO staff.

8. Client(s) will observe the advice, recommendations, and rules of CPO and their guides. Client(s) will not leave camp or otherwise go out on their own unless approved by CPO.

9. Client(s) will strictly adhere to all Colorado Division of Wildlife Regulations.

<http://wildlife.state.co.us/RulesRegs/Pages/Regs.aspx>

10. Hunting may be on foot or horseback. Client(s) need to recognize that hunting at altitude requires one to be in fit condition. If you have any questions or concerns regarding your health for the CPO adventure, please seek the advice of your personal physician. The use of helmets while on horseback is recommended. Clients need to provide their own helmets if desired.

11. Client(s) need to be aware that length of adventures or actual adventure dates may need to be adjusted due to circumstances beyond our control.

12. Any game animal which is shot and deemed mortally wounded by CPO guides will constitute a completed hunt for that Client. The camp can continue, but no other animal will be shot by that client.

13. *Release of liability.* Each Client hereby voluntarily releases and forever discharges CPO and any of its directors, officers, owners, guests, employees, agents, servants, guides, and any affiliates of representatives thereof from any and all liability, claims, demands, actions, or rights of action which are in any way related to participation in the CPO adventure. The release contained herein includes, without limitation, the release of any physician or non-physician who

provides any first aid, emergency, or other healthcare services in connection with the CPO adventure. Client(s) may be asked to sign a separate liability release for horses utilized during their CPO adventure.

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14. *Indemnification.* Each Client further agrees to defend, hold harmless and indemnify CPO for any and all injuries, damages and costs, including attorneys' fees, incurred in connection with any claims which may be brought against CPO by any third party in connection with a Client's participation in a CPO adventure.

15. *Risks.* The Client understands and acknowledges that the nature of the CPO adventure involves certain known and unknown risks which could result in injury, death, illness, disease, or other damage to the Client, CPO, or third parties. Among these risks are: (1) the nature of the activity itself; (2) the use of firearms and weapons; (3) the acts, omissions or negligence of the Client, CPO, or others; (4) latent or apparent defects or conditions in the equipment, tack or the property supplied by Client, CPO, or others; (5) weather conditions; (6) contact with plants and/or animals; (7) the Client's own physical condition; (8) the effects of elevation; (9) the surface and subsurface condition of areas, roads, trails, waterways, or terrain, and accidents connected with their use; (10) the first aid, emergency treatment or other services rendered. The Client understands and acknowledges that the above list is not complete or exhaustive, and that their CPO adventure may involve other risks, known or unknown, anticipated or unanticipated.

16. *Assumption of Risks.* Being aware that the CPO adventure and hunting activities involve substantial risks, the Client expressly and knowingly agrees to accept and assume all responsibility and risk for any injury, illness, disease, death, or other damage to the Client or to the Client's property arising from Client's participation in the CPO adventure.

17. GMU 14 has been designated a CWD area. Harvested animals can be tested at the client's request at no charge.

18. Each Client hereby certifies that he/she has no physical or mental condition(s) that will impair their ability to safely engage in their CPO adventure. This includes the consumption/ingestion of any medications, drugs, and/or alcohol that could alter the Client's ability to function safely.

19. The Client understands and acknowledges that no medical insurance benefits will be provided to the Client by CPO. The Client certifies that they have sufficient health, accident and liability insurance to cover, or that the Client is personally capable of paying for, and will pay for, any medical expenses, emergency transportation expenses and any bodily injury or property damage to Client may incur and any bodily injury or property damage caused to CPO or any third party as a result of the Client's CPO adventure.

20. This Agreement shall be construed and governed by the laws of the State of Colorado. In the event there is any action to enforce this Agreement or seek legal remedies in connection with the Client's participation in a CPO adventure, the Client agrees to the exclusive jurisdiction is the State courts of the State of Colorado and the exclusive venue is Routt County, Colorado

21. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and shall supersede all other agreements (whether written or verbal) between the parties. No waiver or modification of this Agreement or any covenants, conditions, or limitations herein contained shall be valid unless in writing and duly execute by all the parties hereto.

22. The invalidity or unenforceability of any of the terms or provisions of this Agreement shall not affect the enforceability or validity of the remainder of the Agreement.

23. **WARNING** Under Colorado Law, an equine activity sponsor or professional shall not be liable for any injury to, or the death of a participant in equine activities resulting from the inherent risk of equine activities. (Code of Colorado CRS 13-21-119)

24. By signing below, the Client(s) fully understands and agrees to the terms and conditions contained herein all three pages

Client Information

Client #1 - Printed Name _____ Signature _____ Date _____

Address: _____

City, State: _____

Telephone - Mobile: _____ Home: _____

E-mail: _____

Allergies or medical concerns: _____
