

CONTRACT OF AGREEMENT

(LRH Group Hunt)

THIS AGREEMENT is made by and between **MULE CREEK OUTFITTING LLC**, hereinafter referred to as “outfitter” and

_____ (party) of _____, hereinafter referred to as “client”. If client is a party of more than one person, the word client shall include party as a whole and each participant, who shall be personally and individually responsible for each provision herein and shall individually sign each contract, agreement, and attachment hereto. This agreement shall be effective when outfitter has received client’s deposit and both parties sign this agreement, (outfitter and client), in consideration of the mutual promises contained herein, now agree as follows:

• **OUTFITTER AGREES TO:**

- Be insured as required by the applicable State licensing agency and the Forest Service, USDA
- Provide client with a _____ from the _____ day of _____, to the _____ day of _____. The parties understand that notwithstanding the specific dates, the dates of the outing may change for reasons beyond the outfitter’s control due to change in season dates, permit dates, or other reasons to include closing of the area, all as a result of governmental action. The duration of the outing is as provided above, notwithstanding the fact that circumstances, including but not limited to weather, governmental action, staff illness, stock injury/death or other factors beyond the outfitter’s control may prevent travel, hunting, packing into or out of camp on certain days or in certain areas.
- Provide client with a suggested list of clothing and personal affects needed for the trip.
- Provide reasonable information requested by the client pertaining to the trip.
- Provide rules and regulations relating to wilderness activity and follow standard health and safety precautions and procedure in setting up and operating the camp. Outfitter will stress safety throughout the trip.

CAMP AGREES TO:

- Provide accommodations consisting of lodging to include sleeping facility, toilet facility, and kitchen facility. Meals are not included unless specified.
- Provide a game cleaning/dressing area to include gambrels, ropes, pulley, and table.
- Provide clients with orientation to the ranch and pre-corned hunting areas.

- **CLIENT AGREES TO:**

In consideration of the services to be provided by Outfitter, client agrees to bind himself to the following rules and abide by the following right of the Outfitter.

- The client will conduct himself/herself as a good sportsman.
- The Outfitter will be the final authority in the operation of the camp and the hunt, and at no time will his authority be challenged. Any questions and/or complaints will be taken up directly and in private with the Outfitter.
- The client will practice firearm safety and good hunting habits and will not indulge in alcoholic beverages during the hunting hours. Alcoholic beverages are forbidden until the hunting day is over, and all firearms are unloaded and stowed. Clients are expected to conduct themselves in a professional manner and not drink to excess.
- The client will not mistreat livestock. He will refrain from handling livestock and equipment without the permission of the Outfitter.
- The client will observe the advice and recommendations of his guide and will not go out on his own unless approved by his guide and the outfitter.
- The client shall observe all hunting and camp rules as verbally set forth by the Outfitter.
- The Outfitter will not be responsible for accidents resulting from any violation of safety rules governing firearms, hunting and livestock.
- The Outfitter can, at his discretion, change the dates or reduce the number of hunting days specified for any of the following reasons: Governmental action, weather or other unpredictable and unusual circumstances, or all clients desiring to terminate hunt. If any individual client or any number less than all of the clients desires to terminate hunt, it will be at the convenience of the Outfitter and the other clients. The client if unable to abide by these articles and rules set forth by the Outfitter, will, at the discretion of the Outfitter, be asked to leave the premises as soon as possible. Money paid for the hunt will not be refunded.
- Any animal deemed mortally wounded by Mule Creek Outfitting and staff constitutes a completed hunt.
- Accept and abide by provisions of the contract
- Pay all fees when due and furnish all required information by the dates promised
- Live and hunt in a manner consistent with State game laws and regulations, Forest Service regulations and abide by camp and hunt rules as provided by the Outfitter
- Purchase applicable license(s) as well as apply for the necessary validations for the hunt.

- Arrange for own travel to and from MULE CREEK OUTFITTING, at designated trailhead for the mule creek camp,(except when stated above in "additional services").
- Is in good enough physical condition to be able to hunt the area and game involved. Client(s) will complete and sign the form, "REGISTRATION AND STANDARD INFORMATION FORM", as to his/her physical limitations, allergies, health and weight problems, and required medications when returning this contract. Client understands that notwithstanding any other provisions of this contract, outfitter may, in his sole discretion, return any fees and decline to accept client for reasons stated on such form. CLIENT AGREES THAT HE/SHE ASSUMES THE RISK OF HUNTING AND CAMPING BASED UPON ANY DISCLOSED OR UNDISCLOSED CONDITION REQUIRED BY SUCH FORM AND WILL SIGN REQUESTED WAIVER AND RELEASE FORM.
- Bring sufficient but not excessive amount of personal gear based upon the list provided by outfitter.
- If born after January 1, 1949, have in possession a Hunter Safety Card.

• **FEES AND CONDITIONS:**

In consideration of the outfitter providing the services as set forth herein above (including attachments) the client agrees to pay the outfitter the sum \$_____, (each), US funds in the form of cash, certified funds or money order, as follows:

- A deposit of \$1,000.00, (each), which shall be paid by the client to the outfitter with a signed copy of this agreement received by the outfitter on or before_____, or the contract will be null and void and in no way binding on the outfitter unless accepted by him in his sole discretion. The outfitter subject to the terms and conditions contained herein shall hold the deposit. Places in a specific hunt/trip or specific days are accepted on a first come, first serve basis only based on receipt of deposit and completed contract. If full, when received, outfitter may return deposit and cancel with no penalty.
- The balance of the fee shall be paid on or before___September, 1 2014_.
- The deposit shall be held by the outfitter for and on behalf of the client and applied against the total fee. In the event the client terminates this agreement the deposit shall be retained by the outfitter as his sole and exclusive remedy hereunder as liquidated damages but not as a penalty inasmuch as the parties mutually agree that the outfitters' damages may be difficult to ascertain under such circumstances. In the event the outfitter retains the deposit as set forth herein, the client shall have no other or further obligation under this agreement.
- In the event the client should desire to terminate the hunt/trip early, the outfitter will, consistent with the rights and conveniences of the remaining client's and the outfitter, endeavor to pack or transport the client out of the area as provided above if such is the responsibility of the outfitter at the end of the hunt/trip period: however the client acknowledges and understands that in the event the client decides to terminate the hunt/trip early, the decision as to when the client will be packed

or transported out, if such is the responsibility of the outfitter, will be in the sole discretion of the outfitter.

- In the event the client materially defaults in the performance of any of his obligations, as set forth above, from and after the date of arrival, either at the base camp or at such place of pickup of the client (if applicable) by the outfitter, as provided in paragraph 1, above, to include health and safety rules, violations of laws, regulations, outfitters' rules, client's rights to participate further in the hunt/trip may be forthwith terminated at the sole option of the outfitter and the client returned to any such place as is the responsibility of the outfitter. Under such circumstances the client shall not be entitled to the refund of any portion of the fee.
- In the event the outfitter materially defaults in the performance of any portion of his obligations hereunder, due to his own fault, the client, as his sole and exclusive remedy, either at law or equity, shall be entitled to the return of his fee in full upon demand. In the event the outfitter materially defaults in the performance of his obligations hereunder, due to circumstances other than weather or governmental action beyond his control, the client shall be entitled only to a return of the pro-rata portion of his fee for the percentage of the hunt/trip not completed. In the event the outfitter is materially unable to perform any portion of his obligation hereunder, for reasons beyond outfitters control due to weather or governmental action, the client, as provided above, shall not be entitled to any portion of his fee refunded.

- **DISCLOSURES, DISCLAIMER AND WAIVERS:**

- Outfitters are bonded and required to possess the minimum level of liability insurance and the activities of outfitters are regulated by the Wyoming Board of Outfitters and Guides
- Warning: Under Wyoming law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section of Wyoming revised statutes.
- The client acknowledges that he has signed, understood and read the "waiver and release agreement" and further acknowledges that he/she understands that the risks associated with the primitive conditions of the hunt area, the elevation, weather conditions, unavailability of medical attention, travel by foot, vehicle, or horseback, and the handling of firearms in a hunt area by persons within or outside of the outfitter's camp are substantial, and that while the outfitter will attempt through ordinary and reasonable care to minimize the risks, such risks are specifically assumed by the client.

- **MISCELLANEOUS:**

Please sign and return this contract with your deposit.