

EAGLE MOUNTAIN OUTFITTERS

1225 Brokenhand Road, P.O. Box 30, Westcliffe, CO 81252 | (970) 260-5035 | www.eaglemountainoutfitters.com

DATE:

NAME:

CAMP:

SEASON:

Dear hunters:

Thank you for giving us the opportunity to offer you a hunting trip. Please fill out the contract and send back to us with your deposit within 10 days.

Deposits & final payments are not refundable for any reason, but can be applied the following year.

Remainder of balance is due by June 15th or there will be a \$100 late fee, NO EXCEPTIONS.

Max. weight per person is 120 lbs which includes food and personal gear (rifle/bows are not included in your weight limit) or there will be a \$250 charge for an extra pack animal – **NO EXCEPTIONS.**

CONTRACTS MUST BE SENT BACK TO ME WITHIN 10 DAYS TO SECURE YOUR CAMP & PACK-IN/PACK-OUT DATES. After 10 days, CAMPS & DATES WILL BECOME AVAILABLE TO OTHER HUNTERS.

YOU MUST ARRIVE AT THE RANCH BY 5pm ON THE DAY PRIOR TO YOUR PACK-IN DATE (ie. If you pack-in on Oct. 10th, you must be at the ranch on Oct. 9th by 5pm).

Our wall tents are **NON-SMOKING**, so please do not smoke in them. Please smoke outside of the tents. There will be an additional \$500 charge per group for any tents that smell like someone has been smoking in them, **NO EXCEPTIONS.** (It is very difficult to remove the smell of smoke from tent material, and most of our hunters are non-smoking, so please don't do it. Not to mention, Jon will stick you in the crummiest tent he can find the next time you come out. 😊)

Please make checks payable to: **Eagle Mountain Outfitters**. If you prefer to use your credit card, please call Karen Sund @ 970-497-0021 with your credit card information.

If you have questions, please call me at (970) 260-5035 or Karen @ 970-497-0021. See you in the fall!

Sincerely,

Jon Sund

EAGLE MOUNTAIN OUTFITTERS

sundjon@yahoo.com

EAGLE MOUNTAIN OUTFITTERS

Standard Letter Contract and Liability Waiver Tent Based Drop Camp

THIS AGREEMENT is made by and between Eagle Mountain Outfitters hereinafter referred to as “Outfitter” and _____ (Party) of _____, hereinafter referred to as “Client.” (If Client is a party shall be more than one person, the word “Client” shall include the party as a whole and each individual participant, who shall be personally and individually responsible for each provision herein and shall personally sign each contract agreement and attachment hereto.) This agreement shall be effective when the Outfitter has received Client’s deposit and all parties have signed this agreement. The parties (Outfitter and Client) in consideration of the mutual promises contained herein now agree as follows:

1. **The Outfitter agrees to:**

- a) Be insured as required by the applicable State Registration (Licensing) authority and the U.S. Forest Service;
- b) Provide the client with a drop camp hunt during the (archery, muzzle loading rifle, 1st rifle, 2nd rifle, 3rd rifle, 4th rifle seasons) _____ season from the _____ day of _____, 2013 and ending on the _____ day of _____, 2013, which includes pack in and pack out dates. **Dates are reserved on a first come basis.**

Note: The parties understand that the dates of the trip may change for reasons beyond the Outfitter’s control. Outfitter will notify client in writing of the final confirmed dates of the hunt. The duration of the Trip is provided above, notwithstanding the fact the circumstances, including to but not limited to weather, governmental action, staff illness, horse/mule illness, acts of God, or other factors beyond the Outfitter’s control may prevent packing in or out on certain days and participation in the contractual provisions on certain days or in certain areas.

- c) Provide the Client with a suggested list of clothing and personal effects needed for the trip and a list of equipment provided by the Outfitter in each camp;
- d) Provide the following agreed upon services and or equipment:
 - Drop camp consisting of items described in the attached drop camp list;
 - One riding horse on pack in and pack out days for each Client;
 - Packing service for Client gear to a maximum of 120 pounds per person. Additional equipment may be packed in on additional stock for a charge of \$250 per day per pack animal;

- Checking the camp periodically and packing out game harvested by Client if game is located in camp and quartered, or will pack out animal from the point of harvest if outfitter can get to it with a horse or mule.
- Lodging the night prior to the pack in day.

Note: Outfitter does not provide sleeping bags, personal gear, hunting or fishing licenses, taxidermist fees, meat processing, shipping of meat, cape or antlers, food, or liquor on hunting trips. Client is responsible for any game hides, capes, and antlers while in drop camp and after they are packed to the base camp.

2. **The Client(s) agrees to:**

- Pay all fees when due and furnish all required information by the dates promised;
- Live and camp in a manner consistent with State and US Forest Service laws and regulations;
- Purchase applicable licenses;
- Arrange for his/her own travel to and from base camp;
- Bring sufficient but not excessive amount of personal gear;
- If born after January 1, 1949, have in possession a Hunter Safety Card;
- Refrain from consuming any alcoholic beverages or drugs during the day or otherwise until all firearms associated with the hunt are unloaded and stored for the day.
- Not smoke in the wall tents, either at base camp or hunting camps. A \$500 fee will be charged per group for smoking in the wall tent, **NO EXCEPTIONS.**
- Client(s) must be at base camp by 5:00 P.M. prior to pack in date.**

3. **Fees and Conditions;**

In consideration Outfitter proving the services as set forth herein above (including attachments), the Client agrees to pay the Outfitter the sum of \$ [REDACTED], (each) (per party not to exceed [REDACTED] persons), US funds in the form of cash, personal check, certified funds, or money order as follows:

- A Deposit of (50%) \$ [REDACTED] (each) (per party not to exceed [REDACTED] persons) which shall be paid by client to the Outfitter with a signed copy of this agreement or the contract will be null and void and in not way binding on the Outfitter unless accepted by him at his sole discretion;
- The balance of the fee shall be paid on or before **June 15th or there will be a \$100 late charge – NO EXCEPTIONS.**

4. **Cancellations and Refunds**

- The deposit shall be held by the Outfitter for and on behalf of the Client and applied against the total fee as follows:
 - In the event the Client terminates this agreement, Deposits are not refundable but can be applied the following year, after June 15th of the year the hunt is to take place there will be no refund on the balance ,but can be applied to the following year .

- 2) In the event that the Client terminates this agreement after the time period set forth above, the Outfitter at his sole and exclusive discretion will retain as his sole remedy hereunder as liquidated damages. In the event Client should desire to terminate the Trip early, the Outfitter shall endeavor to pack or transport the Client out of the wilderness areas as provided above. However, the client acknowledges and understands that the decision as to when the Client will be packed or transported out will be at the sole discretion of the Outfitter. Except for emergency situations or situations where prior arrangements have been made. All members of the party are expected to pack in and out together on the same day.
- b) In event the Client materially defaults on the performance of any obligations herein, due to circumstances other than weather or governmental action beyond his control, the Client shall not be entitled to a return of any portion of his/her fee for the Trip. In the event the Outfitter is materially unable to perform any portion of his obligations hereunder, for reasons beyond the Outfitter's control due to weather, floods, fire or other acts of nature or governmental action, the Client shall only be entitled to a return of the pro-rata portion of his fee for the percentage of the trip completed.

5. **Participation Liability Waiver and Release**

WARNING: Under Colorado law, an equine professional is not liable for injury to or the death of a participant in equine activities resulting from the inherent risks or equine activities, pursuant, to § 13-21-119, Colorado Revised Statutes.

ACKNOWLEDGEMENT OF RISKS: I realize that hunting and the use of saddle and pack animals is a dangerous and risky activity; that wind, weather conditions, movement, or noise may frighten or cause the animals to move suddenly/swiftly; that certain risks are normally involved in riding, and hunting included but not limited too collisions, falls, unavoidable accidents, acts of God, natural disasters, hunter negligence and negligence of other hunters and equipment failure. I also understand that I may suffer accidents or illness in remote places where there are no available medical facilities. I acknowledge no warranty of any kind; express or implied is being made as to the habits, disposition, suitability, nature or physical condition of any animal or with respect to the Outfitter's ability then present to extricate me from life threatening circumstances. I also realize that participation in a hunting camp, and the use of saddle, and pack animals can result in personal injury, accidents, and illness including but not limited to sprains, broken bones, head injuries, paralysis, dismemberment, or death as well as damage to or loss of personal property.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent of hunting, and using saddle/pack animals I confirm that I am physically and mentally capable of participating in these activities I willingly, and voluntarily assume responsibility for personal injury, accidents or illness, including death. I assume responsibility for damage to or loss of personal property as a result of any accident that may occur.

RELEASE: In consideration for services and property to be provided, I do hereby release Outfitter and its principals, directors, officers, agents, managers, employees, and volunteers from all liability and waive any claim arising from any cause whatsoever.

6. **Agreement and Signature:**

This agreement, made in the State of Colorado, County of Park, shall in all respects be governed in accordance with the laws of the State of Colorado. Any action brought by either party to enforce any of the terms or conditions of this agreement shall be brought only in such county. Each party consents to the jurisdiction and venue of the appropriate Court in such county.

Done for Eagle Mountain Outfitters Registration #OUT-2666, this the _____ day of _____, 2013.

Outfitter

Client Name (print)

Client Signature

Client Name (print)

Client Signature

Client Name (print)

Client Signature

Client Name (print)

Client Signature

Camp List

Client List per Person(120 lbs)

Canvas Wall Tent

Foam Pad

Wood stove

Good Sleeping Bag (- 30 below)

Propane Stove

Cooler no larger than 48qts (1 per client)

Cots

Day Pack

Chairs

Food

Tables

All necessary clothing,

Pots and Pans

Max. 2 duffel bags 18" to 22" of
Equal weight

Cooking Utensils

Flash lights, Fire starters, matches,

Coffee Pot, Dishes

1qt. Water bottle with filter

Lanterns

Personal hunting equipment

Preferred Pack in Dates and Pack out Dates:

1st Choice Pack In Date: _____

1st Choice Pack out Date: _____

2nd Choice Pack In Date: _____

2nd Choice Pack Out Date: _____

3rd Choice Pack In Date: _____

3rd Choice Pack out Date: _____

(These Dates are on a first come first serve basis)

User, Participant Print Name, Address, Phone #, Height, Weight, Age, and Signature

Client #1: Height _____ Weight _____ Age _____

Name: _____

Address: _____

Phone # _____

E-Mail: _____

Signature: _____ Date: _____

Client #2: Height _____ Weight _____ Age _____

Name: _____

Address: _____

Phone #: _____

E-Mail: _____

Signature: _____ Date: _____

Client #3 Height _____ Weight _____ Age _____

Name: _____

Address: _____

Phone #: _____

E-Mail: _____

Signature: _____ Date: _____

Client# 4: Height _____ Weight: _____ Age: _____

Name: _____

Address: _____

Phone #: _____

E-Mail: _____

Signature: _____ Date : _____

Directions to Eagle Mountain Outfitters

(You will need 4-WHEEL DRIVE & TIRE CHAINS)

From Gunnison take highway 50 west 26 miles turn right on highway 92 OR from Montrose take highway 50 east 40 miles turn left on highway #92 , go 1.5 miles to SOAP CREEK ROAD turn right then app. 8 miles to road #721 (also will say Rough Narrow Road), go 2.4 miles to Commissary Camp Ground stay on #721. At .3 of a mile you will come to a steep hill known as JEEP HILL stay in 4 low take your time up hill, go 4.5 miles and you will cross YELLOW CATTLE GUARD , go .7 mile you will come to a fork in the road stay left on road # 732. Go about .6 of a mile and cross West Soap Creek, go appr. .2 mile turn left at Eagle Mountain Outfitters sign, go appr .25 of a mile to log barn park inside of fenced area . From highway #92 it will take you appr. 1.5 to 2 hours. REMEMBER to bring Tire CHAINS !!!!!!!

Eagle Mountain Outfitters Camp Locations

CAMP	GRIDS	ELIVATION	HORSE MILES from RANCH
Jack Ass	295040 4280770	9602 ft.	2.5 miles
West Soap	297270 4284830	10716ft.	5.7 miles
Meeker	299530 4284860	10332 ft.	5.1 miles
Sun Park	303150 4285970	10910 ft.	6.2 miles
East Soap	305050 4285510	9840 ft.	7.5 miles
Soap Basin	303210 4289400	9768 ft.	8.1 miles
Upper Coffee Pot	299670 4287900	10657 ft.	12 miles
Lower Coffee Pot	301500 4286950	9000 ft.	6 miles

(You can order maps of our area by following the link on our webpage under “Directions” (these will not have camp locations – you have to call for that map) or calling 1-877-587-9004 and ordering the “Big Soap Park” map under Eagle Mountain Outfitters - ***Ask for the map with our drop camp locations marked**)