

# EAGLE MOUNTAIN OUTFITTERS

112 McDougal Rd., Bailey, CO 80421 | (970) 260-5035 | www.eaglemountainoutfitters.com

Friday, April 23, 2010

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, and we will sign and return a copy to you.

**Deposits are not refundable for any reason, but can be applied the following year. After June 15<sup>th</sup> 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 as well.**

**Remainder of balance is due by June 15<sup>th</sup> 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 PACK-IN/PACK-OUT DATES.**

Please make checks payable to: **Eagle Mountain Outfitters**. If you prefer to use your credit card, please fill in the following information and mail back to us with your contract, or you may call Karen Moore @ 303-816-2426 or 970-497-0021 with the information:

- Credit Card Type (Visa, MC, Am. Exp): \_\_\_\_\_
- Credit Card Number: \_\_\_\_\_
- Expiration Date: \_\_\_\_\_
- 3 digit code on back of card: \_\_\_\_\_

If you have questions, please call me at (970) 260-5035. 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, 1<sup>st</sup> separate limited elk, 2<sup>nd</sup> rifle, 3<sup>rd</sup> rifle, 4<sup>th</sup> rifle ,seasons) \_\_\_\_\_ season from the \_\_\_\_\_ day of \_\_\_\_\_, 2010 and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, 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.
- Client(s) must be at base camp by 2:00 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 15<sup>th</sup> or there will be a \$100 late charge.**

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 15<sup>th</sup> 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
  - 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 will 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 to 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 \_\_\_\_\_, 2010.

\_\_\_\_\_  
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

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**Preferred Pack in Dates and Pack out Dates:**

**1<sup>st</sup> Choice Pack In Date:** \_\_\_\_\_

**1<sup>st</sup> Choice Pack out Date:** \_\_\_\_\_

**2<sup>nd</sup> Choice Pack In Date:** \_\_\_\_\_

**2<sup>nd</sup> Choice Pack Out Date:** \_\_\_\_\_

**3<sup>rd</sup> Choice Pack In Date:** \_\_\_\_\_

**3<sup>rd</sup> 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: \_\_\_\_\_

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Client #2: Height \_\_\_\_\_ Weight \_\_\_\_\_ Age \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Client #3 Height \_\_\_\_\_ Wight \_\_\_\_\_ Age \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Client# 4: Height \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Signature: \_\_\_\_\_ Date : \_\_\_\_\_

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

Client #5 : Height \_\_\_\_\_ Weight \_\_\_\_\_ Age \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone # \_\_\_\_\_

E-Mail: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Client #6: Height \_\_\_\_\_ Weight \_\_\_\_\_ Age \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Client #7 Height \_\_\_\_\_ Wight \_\_\_\_\_ Age \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Client# 8: Height \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Signature: \_\_\_\_\_ Date : \_\_\_\_\_

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# 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 sign and turn right. You will basically take this road until it almost ends (appr. 13 miles) From the time you turn onto Soap Creek Road, you'll pass Ponderosa campground and Soap Creek Campground after about 8 miles. Keep going down the "Rough Narrow Road" past Commissary Camp Ground. A short ways after that you will come to a steep hill known as JEEP HILL(there's no sign calling it that, but you'll know when you get to the hill!) Put your vehicle in 4WD-LOW to get up the hill (take your time up hill). After 4.5 miles you will cross a YELLOW CATTLE GUARD , go .7 mile you will come to a fork in the road stay left on the road. After approximately 0.6 of a mile (right after the arrow sign with Eagle Mountain Outfitters on it) you will cross West Soap Creek. Go app. .2 mile and go through the wire gate on the left with the Eagle Mountain Outfitters sign. Stay on the road appr. ¼ of a mile and drive into the log fenced area and park inside there by the wall tent to unload your gear. From highway #92 it will take you app. 1.5 to 2 hours. REMEMBER to bring TIRE CHAINS!!!!!!

# Eagle Mountain Outfitters Camp Locations

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

(You can order maps of our area by following the link on our webpage under “Directions”)