



RELEASE AND INDEMNIFICATION FORM

Hooker Mountain Outfitters · 406 Clover Circle · P.O. Box 700 · Hayden, CO · 81625

HUNTERS NAME: _____ **Date of Birth:** _____
Dates of Access: From: _____ **To:** _____

In consideration of being permitted to access lands owned or leased by Hooker Mountain Outfitters, I, for myself and my heirs and personal representatives, do hereby fully and forever release, waive, discharge and covenant *not to sue* Hooker Mountain Outfitters or any parent or subsidiary or related entity including, but not limited to, guides, executives, officers, managers, members, employees or agents ("Indemnitees") for any and all claims, demands, actions, causes of action, damages, costs, loss of services, expenses (including attorney fees) and all other claims of damage whatsoever, both in law and in equity, on account of or in any way resulting from personal injuries, conscious suffering, death or property damages sustained by me and arising out of or associated with my access to lands owned, leased or controlled by Hooker Mountain Outfitters or any parent or subsidiary or related entity, or from any activities associated with my use of such property, including but not limited to all claims for negligent or reckless acts and excepting only injury or death resulting from the willful misconduct of one or more of the Indemnitees.

I covenant and agree to assume full responsibility for and *risk of bodily injury*, death or property damage relating to the use of property or lands owned, leased or controlled by Hooker Mountain Outfitters or any parent or subsidiary or related entity, including such injury or death or damage caused by the negligence or recklessness of any one or more of the Indemnitees, and expressly agree that this release is intended to be as broad and inclusive as permitted by the laws of the State of Colorado.

I further covenant and agree to indemnify and hold harmless the Indemnitees from any and all claims, demands, actions, causes of action, damages, costs, loss of services, expenses (including attorney fees) and all other claims of damage whatsoever, both in law and in equity, on account of or in any way resulting from personal injuries, conscious suffering, death or property damages sustained by me and arising out of my access to lands owned, leased or controlled by Hooker Mountain Outfitters or any parent or subsidiary or related entity, including but not limited to all claims for the negligence or recklessness of any one or more of the Indemnitees, and excepting only injury or death resulting from the willful misconduct of one or more of the Indemnitees.

I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while accessing lands owned, leased or controlled by Hooker Mountain Outfitters or any parent or subsidiary or related entity.

I further covenant and agree to indemnify and hold harmless the Indemnitees for any and all claims, demands, actions, causes of action, damages, costs, loss of services, expenses (including attorney fees) and all other claims of damage whatsoever, both in law and in equity, on account of or in any way resulting from personal injuries, conscious suffering, death or property damages sustained by or caused to any *third party* by my conduct or misconduct during my access to or use of property or lands owned, leased or controlled by Hooker Mountain Outfitters or any parent or subsidiary or related entity. I certify that I have sufficient accident and liability insurance to cover such injury, suffering, death or damages caused to a *third party* as a result of my accessing such lands. If I have no such insurance, I certify that I am capable of personally paying for any and all such expense or liability

Client acknowledges that hunting is a dangerous activity, that the Inherent risks of the activities that are the subject of this Agreement include, without limitation, riding on or in a hunting vehicle, ATV or snowmobile, the primitive conditions of the hunt area, ground conditions, surface grade, ground elevation, weather conditions, animal behavior, equipment complexity and malfunction, the skill and experience of other clients, the negligence of other clients, unavailability of medical attention, travel distances, and the handling of firearms in the hunt area. Client acknowledges that Hooker Mountain Outfitters is not responsible for any accident or injury caused to client using his/her own ATV or snowmobile

My signature below indicates that I have had adequate time to read this entire RELEASE AND INDEMNIFICATION FORM, that I have asked any questions that I might have, that I understand it completely, agree to be bound by its terms.

Client Signature (parent if minor)

Date



HOOKER MOUNTAIN HUNTING AGREEMENT

This agreement is made by and between Hooker Mountain Outfitters, 406 clover Circle, P.O Box 700, Hayden Co 81639. Outfitter registration number 1465 (hereinafter referred to as "Outfitter") and

CLIENTS NAME: (print) _____ (hereinafter referred to as "Client").

Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Phone: _____

Emergency Contact Name: _____ Phone: _____

When Are (You) Hunting: Archery Season 1 Season 2 Season 3 Season 4
 Cow hunt Bear

What Parcel are you hunting (if not sure contact us) Parcel 1 Parcel 2

Contact Person if coming with group (if one): _____ **Phone:** _____

This agreement shall be effective on the date Outfitter receives Client's deposit and agreement is signed and returned to Hooker mountain Outfitters. The parties (Outfitter and Client), in consideration of mutual promises contained herein, now agree as follows:

1. The Outfitter Agrees to:

- A. Be insured, bonded and licensed/permitted as required by all appropriate State and Federal regulation, wildlife management and land management authorities, including but not limited to Division of Professions and Occupations (DPO), Office of Outfitter Registration; Bureau of Land Management; Colorado Division of Wildlife and/or the U.S. Forest Service.
- B. Provide client with a (**Semi-guided Hunt**).
- C. Which includes: Access to private land parcels located in area(s) **441 and 214**
- D. Have Hunting Guides assist client if needed and instruct client on hunting area boundaries and meeting places.
- E. To assist you in field dressing your animal if needed
- F. Hooker Mountain Outfitters (**IS NOT**) responsible for obtaining licenses, fee's, taxidermist fees, meat processing, client is responsible for the meat, cape and antlers

The parties understand that the hunting trip may change for reasons beyond Hooker Mountain Outfitters control which includes but not limited to, extreme weather conditions, fire, governmental action, staff illness or other factors beyond Hooker Mountain Outfitters control.

2. The Client Agrees:

- A. That transportation, lodging, meals, clothing, ATV'S **Are Not Provided**
- B. To arrange for his/her own travel to and from hunting site
- C. To bring their own personal gear and required safety clothing
- D. That If born after January 1, 1949, to have in possession a Hunter Safety Card.
- E. To read and abide by Hooker Mountain Outfitters hunting agreement and release and indemnification
- F. To be responsible for his/her own hunting equipment such as ATV's and like equipment to retrieve all edible portions of game taken.
- G. To comply with all state and federal laws. Failure to comply will result in the hunter forfeiting his/her total access fee and the remainder of the hunt.
- H. To be responsible for the purchase of applicable license(s) or tags for correct area, season and species
- I. Client agrees that access to private lands are only granted to the property that Hooker Mountain Outfitters has leased during that year. The client agrees not to drive any type of vehicle on planted fields, any areas other than designated roadways, or without prior authorization by Hooker Mountain Outfitters. The client agrees not to block any designated roadways or trails. The hunter agrees not to destroy or misuse any of the property, including fences, gates and buildings found on the property. The client agrees to use prudent lawful hunting methods. The hunter agrees to close any and all gates when passing through such gates.

- J. PHOTO RELEASE: client grants permission to Hooker Mountain Outfitters to use photographs and/or video of me taken, in publications, news releases, online, and in other communications related to my hunt.

3. Fees

- A. A deposit of **50% of cost of hunt per person** which shall be paid by the client to Hooker Mountain Outfitters along with a **SIGNED COPY of Hooker Mountain Hunting Agreement and Release and Indemnification form at time of booking** or this contract will be null and void and in no way binding on the Outfitter unless accepted by outfitter at his sole discretion.
- B. The balance of the fee shall be paid (30 days) prior to hunt date
- C. **Group Booking:** Deposits are required for all slots reserved by April 1st . Final payment is due 30 days prior to hunt.

4 Cancellations and Refunds

- A. The deposit shall be held by the Outfitter for and on behalf of the Client and applied against the total fee.
- B. Deposits are non-refundable.**
- C. In the event, the Client does not draw the required license or tag the deposit shall be returned within 30 days of proof that the client did not draw a tag
- D. In the event the Client materially defaults in the performance of any portion of any of his obligations herein, Client’s right to participate further may be terminated at the sole option of the Outfitter. Under such circumstances, the Client shall not be entitled to a refund.
- E. Each Client understands that notwithstanding any other provisions of this contract that the Outfitter may, at his sole discretion, return any fees paid and decline to accept Client for any reason.

5 Weapons Policy

- A. Client agrees to keep weapons free of “chambered” shells at all times unless in immediate position to harvest game.

6 Alcohol/Drug Policy:

- A. Client agrees to refrain from consuming any alcoholic beverage and/or drug during the day or until all firearms associated with the hunt are unloaded and stored for the day. Detection of alcohol and/or drug use while in the field will be considered grounds for dismissal from the hunt. This determination can be made at the sole discretion of Hooker Mountain Outfitters and/or the guide.

Regulatory Information: pursuant to section 12-55.5-105(l)(c) and (1)(d), C.R.S, Outfitters are bonded and required to possess the minimum level of liability insurance and the activities of outfitters are regulated by the Director of Division of Professions and Occupations in the Department of Regulatory Agencies (DORA)

Client has read and understands this Agreement and acknowledges that it shall be effective and binding upon the Client/Outfitter and their respective heirs, agents, successors and assigns. A parent or guardian must sign below for any participation minor (those under 18 years of age). This Agreement shall be effective as of the latest date signed by the parties below.

_____ Date: _____

Client (parent if minor)

_____ Date: _____

Hooker Mountain Outfitters