

Big Thompson Outfitters, LLC

Waiver and Release of Liability

Please read carefully before signing. This is a release of liability and waiver of certain legal rights.

In consideration of the services provided by Big Thompson Outfitters LLC, their agents, owners, Officers, volunteers, landowners, participants, employees and all other persons or entities acting in any capacity on their behalf (hereafter collectively referred to as "BTO") I hereby agree to release and discharge BTO on behalf of myself, my children, my parents, my heirs, personal representative and estate as follows: I acknowledge that hunting has inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment.

I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The Risk of handling firearms and being near others that have firearms in their possession.
2. The risk of injury from ammunition and shots from other guns.
3. Inclement weather conditions
4. Traversing rugged counties including encounters with wildlife, animals and insects.
5. The risk of injury from riding All Terrain Vehicles (ATV) or any vehicle used off the paved road.
6. The risk of injury from the use of tree stands, blinds, boats, and other related hunting equipment.

I understand the risks, hazards, and danger of hunting and take responsibility for addressing all risks with BTO directly. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is voluntary. I wish to participate despite all risks.

I AM VOLUNTARILY USING THE SERVICES OF BTO WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLDVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH.

RULES:

1. BTO strives for a fun and successful hunting experience but cannot control the movement or migration of wildlife or weather conditions.
2. NO ALCOHOL use while preparing to hunt, hunting, or while being transported to and from the hunt.

3. If Blood is drawn consider your tag filled whether the animal is found or not.
4. Keep your license, stamps, tags, and personal ID on your person at all times.
5. No smoking is allowed in Blinds or stands.
6. It is your responsibility to provide all personal items needed for personal comfort, dietary and medical needs, food/water, and equipment deemed legal for the state in which the hunts occur.

Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby and knowingly and intentionally waive and release, indemnify and hold harmless Big Thompson Outfitters LLC, their directors, officers, agents, employees, volunteers, and landowners from and against any and all claims, actions, causes of actions, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss injury, paralysis, or death to me or my property as a result of me engaging in these activities or the use of these services, equipment, whether said loss, damage, paralysis, injury, or death results from negligence of BTO or from other cause. I, for myself, my heirs, my successors, subrogate, and executors, further agree not to sue Big Thompson Outfitters LLC as a result of paralysis, injury, or death suffered in connection with my use and participation in the activities of Big Thompson Outfitters.

Photo and Video Release Disclaimer

By participating in activities with Big Thompson Outfitters, I grant permission for my image, likeness, and voice to be captured in photographs, videos, and recordings. I understand that these materials may be used in print or digital advertising, promotional materials, and social media by Big Thompson Outfitters. I acknowledge that I will not receive any compensation for the use of these materials and waive any rights to inspect or approve their final use.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTAND IT COMPLETELY. **I AGREE TO BE BOUND BY ITS TERMS.**

Signature: _____

Participant: Print Name: _____

Date: _____

Minors Name and age if applicable: _____

Signature (Parent/Guardian) for Minor(s) Listed above _____

Big Thompson Outfitters LLC
Colorado Outfitter/Client Contract

This agreement is made by and between Big Thompson Outfitters, (hereinafter referred to as "Outfitter") and _____ (hereinafter referred to as "Client".) This agreement shall be effective on the date the Outfitter receives Client's deposit and the agreement is signed by both parties. The parties (Outfitter and Client), in consideration of the mutual promises contained herein, now agree as follow:

The Outfitter Agrees to: Be insured, bonded and licensed/permitted as required by all appropriate State and Federal registration, wildlife management, and land management authorities including but not limited to Division of Professions and Occupations, Office of Outfitter Registration, Bureau of Land Management, Colorado Division of Wildlife, private landowners and/or the US Forest Service.

- a) Provide clients with guided hunting/fishing opportunities and/or private property access for the same activities.
- b) Any and all activities are subject to all rules and regulations of Big Thompson Outfitters and ALL Clients are bound to this agreement from the date of this contract and it also includes any and all future activities after this date.
- c) Provide Client with a suggested list of clothing and personal effects needed for the trip, suggestions for recommended lodging near said activities, directions to activity location, regulations, necessary application forms, arrival and departure dates (if not covered in C above), and other reasonable information requested by the client pertaining to the trip.
- d) Provide rules and regulations relating to camping and other wilderness activity, and follow standard health and safety precautions and procedures in setting up and operating the camp.
- e) Provide the following agreed-upon services and/or equipment:
 - 1) Decoys, blinds/stands, and other concealment equipment as required
 - 2) Scouting (game) for particular hunt involved
 - 3) Calling and game retrieval (waterfowl)
 - 4) Outfitter agrees the hunt will be in varying GMU's as per game location and applicable open season dates
 - 5) Outfitter agrees to provide a guide(s) on a one-to-one basis for big game and one-to-eight basis for waterfowl, or as otherwise determined by the specific situation.

The parties understand that the dates of the trip may change for reasons beyond the Outfitters control. The duration of the trip is as stated above, notwithstanding the fact that circumstances,

including but not limited to, weather, government action, staff illness, equipment failure or other factors beyond the Outfitters control may prevent access onto or out of certain areas on certain days.

Big Thompson Outfitters does not provide sleeping bags, personal gear, hunting or fishing licenses, taxidermist services/fees or big game processing. The Client is responsible for the meat, hide, cape and antlers, and proper tagging/transport of game.

The Client agrees to:

Pay all fees when due and furnish all requested information by the dates promised. Live and camp in a manner consistent with State laws and regulations, US Forest Service regulations, and abide by camp and other rules as provided by the Outfitter.

- a. Purchase applicable license(s) and stamps.
- b. Arrange for their own travel to and from stated location(s) for hunting activity.
- c. Bring sufficient but not excessive amounts of personal gear based upon suggestions from the Outfitter.
- d. If born after Jan. 1st, 1949, have in possession a hunter safety card (bow or gun as required).
- e. Refrain from consuming any alcoholic beverages during the day or otherwise until all firearms are unloaded and stored for the day.
- f. Sign and submit the Liability Release Form used by Big Thompson Outfitters 48 hours before the date of the trip/hunt.

Fees and Conditions

Please see packages available

- a. A deposit of 25% of the hunt package chosen, which shall be paid by the Client to the Outfitter with a signed copy of this agreement should be received by the Outfitter on or before 30 days prior to scheduled activity, or this contract will be null and void and in no way binding on the Outfitter unless accepted by him in his sole discretion. All lodging is to be in full, in advance and is non refundable within 48 hours of date of booking.
- b. The balance of the fee shall be paid by the day before or within 48 hours the activity.

Cancellations and refunds

- a. The deposit of (\$100.00) shall be held by the Outfitter for and on behalf of the Client and applied against the total fee, (Total fee due within 48 hours of hunt/services to be paid in full). In the event, the Client terminates this agreement, the deposit will be forfeited.
- b. If the Client fails to draw the required license for the species for which he has negotiated the hunt the deposit will be refunded in full.

c. In the event the Client should desire to terminate the trip early, the Outfitter will endeavor to pack or transport the Client out of the wilderness area. However, the Client acknowledges and understands that the decision as to when the Client will be packed or transported out will be in the sole discretion of the Outfitter. Except for emergencies or situations in which prior arrangements have been made, all members of a party are expected to pack in/out together on the same day.

d. In the event Client materially defaults in the performance of any of his obligations herein, Client's to participate or participate further may be forthwith terminated at the sole option of the Outfitter. Under such circumstances, the Client shall not be entitled to the refund of any portion of the fee.

e. In the event the Outfitter materially defaults in the performance of any portion of his obligations hereunder, due to circumstances beyond Outfitter's control including but not limited to weather, floods, fire, other acts of nature, governmental actions, staff illness, equipment failure or livestock illness, the Client shall be entitled to a full refund for the portion of the activity missed (daily prorated fee).

f. Each Client understands that notwithstanding any other provisions of this contract the Outfitter may, at his sole discretion, return any fees paid and decline to accept Client for any reason

5. Pursuant to section 12/55.5-105(l)(c) and (1)(d) outfitters are bonded and required to possess the minimum level of liability insurance and the activities of outfitters are regulated by the Director of the Division of Professions and Occupations in the Department of Regulatory Agencies. (Proof of bond and insurance is available upon request)

Outfitter Bond: AMERICAN CONTRACTORS INDEMNITY COMPANY #100788920

Outfitter Insurance: Glencar Insurance Company; Policy# EK39X000297-00

Outfitter Registration: 0003586

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

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Emergency Contact

11. Participants

Emergency contact name: _____

Emergency contact phone number: _____

IN WITNESS WHEREOF the Participant and Activity Provider have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

Big Thompson Outfitters LLC

Per: _____

Printed Name:

(Client)

Signed Name: _____

Printed Name: _____

Email: _____

Phone Number: _____

Big Thompson Outfitters

Minor Authorization and Liability Wavier

IN WITNESS WHEREOF the Participant and Activity Provider have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

A Minor, being permitted by Big Thompson Outfitters to participate in its activities to use its equipment and facilities, I further agree to indemnify and hold harmless Big Thompson Outfitters from any and all claims which are brought by, or on behalf of said Minor, and which are in any way connected with such use and participation by said Minor Parent or Guardian.

Minors may only participate when being accompanied by their Parent or Legal Guardian.

Minors must have signed permission to participate in all activities from their Parents/Legal Guardian. Parents must sign for the minor(s) listed below waving all liability to Big Thompson Outfitters. All Minors are subjected to all rules, and waivers listed in these documents. All laws in the State of Colorado will apply. (Ex Hunters safety, licensing etc)

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(Parent/Legal Guardian)

Signed Name _____

Printed Name _____

All Children(s) names and ages must be listed and printed below by their Parent/Guardian:

1) Minor Printed Name and Age: _____

2) Minor Printed Name and Age: _____

3) Minor Printed Name and Age: _____

4) Minor Printed Name and Age: _____