



Wanderland Outdoors, LLC Contract Agreement/Liability Waiver

This **Contract Agreement** ("Agreement") is made and entered into between **Wanderland Outdoors, LLC, ("Outfitter")** and _____ ("**Client/ Participant**"). Outfitter and Client are referred to together as "the Parties". Each individual Client participating must sign this Agreement with attachments. (Wanderland Outdoors LLC being hereafter referenced as WO.) Each individual Client participating must sign this Agreement with attachments. The final resolution of all previous discussions and negotiations are set forth below, and there are no implied terms to this agreement other than those expressly set forth herein. You are purchasing a "fair chase" hunt in Colorado. As such, this contract or any articles herein do not guarantee or promise the below undersigned a kill or a shooting.

Number of Guests Total: _____

Client(s) Address:

Address: _____

Address: _____

City, State: _____

City, State: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

In consideration of the promises and covenants contained in this Agreement, and for other good and valuable consideration, Outfitter and Client agree as follows:

The Outfitter Agrees to:

1. Be registered, insured and bonded as required by the applicable State Registration (Licensing) authority and the applicable permitting agencies (USFS) (Colorado Outfitter License #3618)
2. Be insured as required by the applicable State Registration (Licensing) authority and the applicable permitting agency. The activities of outfitters are regulated by the Director of the Division of Registrations in the Department of Regulatory Agencies, and pursuant to C.R.S. 12-55.5-105(1) and (1) (d), outfitters are bonded and required to possess a minimum level of liability insurance.

1. The Outfitter will conduct the fishing trip in a professional manner and the Client will conduct himself/herself/themself as a sportsman according to the following:

1. The Outfitter will be responsible for the conduct of all employees in the field.
2. The Outfitter will not be responsible for accidents occurring in the field. I, the Client, will not hold Wanderland Outdoors LLC, their employees, or their agents responsible in any way. I hereby release all responsibility for injury. _____ (Initials)

3. The Outfitter will be the final authority in the operation of the fishing trip, and at no time shall their authority be challenged. Any questions and/or complaints will be taken up directly and in private with the Outfitter.
4. The Outfitter can, at their discretion, change the date specified in the contract for any reason, and the following reasons:
 - Weather or unpredictable and unusual circumstances which may affect the safety and/or well being of the members of the camp.
5. We, the Outfitter, are not liable for any time lost on your trip and there will be no refunds.

NOTE: Wanderland Outfitters does not provide personal gear, fishing licenses.

2. The Client Agrees to:

1. Pay all fees when due and furnish all required information by the dates promised.
2. Live in a manner consistent with State laws and regulations, U.S. Forest Service, BLM (Agency) regulations, Leave No Trace principles, and abide by Outfitters rules and policies.
3. Purchase applicable licenses(s) and necessary parking passes.
4. Arrange for his own travel to and from the designated Trailhead.
5. Bring sufficient but not excessive amount of personal gear based upon the list provided by Outfitter.
6. Refrain from consuming any alcoholic beverages during the trip.
7. The Client will not mistreat livestock. He will refrain from handling livestock and equipment without permission from the Outfitter.
8. The Client will closely observe all rules as verbally specified by the Outfitter. They will strictly adhere to all Division of Wildlife, Forest Service and BLM Regulations & Laws.
9. The Client will closely observe the advice and recommendations of their guide and will not go out on their own unless approved by his guide and Outfitter.
10. The Client if unable to abide by these rules set forth by the Outfitter, will be asked to leave as soon as possible. NO money will be refunded.
11. Use or possession of illicit drugs will not be tolerated. Client will be asked to leave trip early with NO refund.
12. All pictures, videos, and anything else taken by Outfitter may be used to advertise or promotion, unless otherwise stated.
13. In case the client can not make the trip after his deposit is put up he will have the choice to send someone in his place. The Outfitter will be notified of this change within 10 days of the trip, or all monies may be forfeited.
14. Deposit due upon booking, cost will be 50% of total fee.
Deposits are non-refundable. Balance due upon arrival in cashiers check, money order, or cash ONLY. Balance due will be upon arrival.
15. All license fees, and private rod fees are in addition to the cost of said trip and will be paid for by the Client.
16. In the event of dispute or failure of payment or liability, the parties consent to exclusive Legal Jurisdiction in the Douglas County, Colorado, District Court. This agreement is deemed made in the state of Colorado and Colorado Law will apply to all questions of disputes or payments.
17. The Outfitter does not guarantee to be personally present.
18. All anglers over the age of 16 at the time of the trip, MUST have a fishing license. THIS IS A STATE LAW.
19. Other as described in Attachment, "Client Rules/ Policies".
20. Read and sign the attached "Acknowledgment and Assumption of Risks, Release and Indemnity Agreement"

3. Fees and Conditions:

A. A deposit of 50% (each) shall be paid by the Client to the Outfitter with a signed copy of this agreement received by the Outfitter at the time of booking. If Client fails to sign this Agreement, or pay the deposit by the date outlined above, this Agreement is void and no longer binding on the Outfitter unless they choose, in their discretion to accept it.

B. Any remaining balance of the agreed upon fee shall be paid on or before: ___ days prior to hunt date.

4. Cancellations and Refunds:

A. Outfitter shall hold Clients deposit and apply it against the total fee as follows:

(1) If Client terminates this Agreement at least **30** days before the beginning of the Trip, Client's deposit shall be refunded in full.

(2) If Client terminates this Agreement after the time described in (1), above, Outfitter shall keep Client's deposit as his sole, liquidated damages.

B. If Client decides to terminate the Trip early, no refund will be provided.

C. If Client fails to fulfill any of his obligations under this Agreement, Outfitter may at his sole discretion, choose to terminate Client's right to participate, or participation in the Trip. In this case, Client shall not be entitled to a refund of any portion of the fee. Further, Outfitter retains the right, at his sole discretion, to terminate Client's participation in the Trip, should Client present a safety concern or medical risk, or otherwise conducts him/herself in a disruptive or disagreeable manner, Client is responsible for all costs of early departure, whether for medical reasons, dismissal, personal emergencies, or otherwise. These costs include, but are not limited to medical evacuation and cost, travel, and compensation and expenses for guide accompanying Client.

D. If Outfitter fails to fulfill their obligations under this Agreement because of factors beyond their control (see, e.g., section 1., above), Client shall not be entitled to a return of any portion of the fee. If Outfitter otherwise fails to materially perform their obligations under this Agreement, Client shall be entitled to a refund of the pro- rata portion of his fee for the uncompleted percentage of the trip.

E. Final acceptance for the Trip is contingent upon Outfitter's receipt and review of all forms. Client must complete and sign a registration and information form and understands that, notwithstanding other provisions in this Agreement, Outfitter can, at his sole discretion, choose to cancel Client's trip, and refund any fees paid, as a result of reasons stated in the registration form.

5. Agreement and Signature

This Agreement shall be governed by the substantive laws of Colorado (without regard to its "conflict of law" rules), and any mediation, suit or other proceeding arising out of or relating to this Agreement must be filed or entered into only in the State of Colorado, County of Douglas. If any provision of this Agreement is deemed unenforceable, the remaining provisions shall continue in full force and effect.

A representative of each of the Parties has read and understands this Agreement, and acknowledges that it shall be effective and binding upon the Parties 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 latest date signed by the parties below.

Wanderland Outdoors, LLC

By: _____, Outfitter (Colorado Lic. # _____)
Date _____

Client/ Participant Signature _____
Date: _____

Name of Minor _____

Signature of Parent/Guardian _____
Date: _____

Client(s) Complete Mailing Address: _____

Phone number: _____

Email Address: _____

PARTICIPANT ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT

Please read this Document (hereafter "Document") carefully before signing. All participants must sign this Document. For participants under 18 yrs. of age parents or Guardians(s) (hereafter collectively "Parent(s)") must also sign. "I," "me" or other first person references shall include adult and minor participants and the Parent(s) of minor participants, unless the context requires otherwise. References to "participant" include both minor and adult participants. In consideration of the services of WO, its agents, owners, officers, employees, representatives, independent contractors and all other persons or entities associated with it, including the owners of any leased private land, (collectively referred to as "WO"), participant agree as follows:

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

Engaging in outdoor recreational activities involves risks. Activities vary and may include, but are not limited to: fishing, ATVing, camping and hiking (referred to in this Document as "activities" or "these activities"). Participants acknowledge that there are inherent and other risks, hazards, and danger associated with these activities that can cause or lead to injury, damage, death or other loss. The following describes some, but not all of those risks, hazards and dangers:

Risks present in an outdoor or wilderness environment. These risks include travel in mountainous or wilderness terrain both on and off trail. Travel can be subject to storms, lightning, snow, hail falling rocks, rapidly moving (cold) creeks or rivers, falling or fallen timber, wild animals, stinging and/or disease carrying animals or insects, and other natural or man-made hazards and dangers. While traveling in these areas, hazards may not be marked or visible and weather is unpredictable year round.

Risks in decision making. There are risks involved in decision-making and conduct, including the risk that an WO representative, contractor, or co-participant, may misjudge a participant's abilities, or misjudge weather, terrain, route location, some aspect of medical treatment, or the character of a horse. Risks arising from riding or recreating in areas where others may be using firearms, including the risk of being shot or struck by flying debris or by accidental discharge of a firearm. The risk that equipment used may break, fail, or malfunction. Risks connected with geographic location. Activities may take place in remote places, several hours or days from any medical facility, causing potential delays or difficulties with communication, transportation, evacuation, and medical care.

Risks associated with cooking and camping chores. Participants can cook over a gas stove or an open fire and can be exposed to the risk of gas explosion, scalding or other burns. Water may need to be disinfected before use.

Risks regarding conduct. Risks include the potential that the participant, or other participants or third parties (e.g. rescue squad, hospital) may act carelessly or recklessly.

Such other risks, hazards, and dangers associated with recreational activities engaged in, in a wilderness or outdoor environment. These and other risks, hazards and dangers may result in participants: tripping or falling, being struck, colliding with objects or people, experiencing vehicle or boat capsize or collision, suffering gastro- intestinal complications or allergic reactions, becoming lost or disoriented, reacting to high altitudes. Weather conditions or increased exertion, experiencing other problems. These and other circumstances may cause hypothermia, dehydration, frostbite, drowning, high altitude sickness, heart or lung

complications, broken bones, concussions, burns, wounds, or other injury, damage, death or loss.

I participant agree:

- I have accurately completed all forms and agree to abide by the terms of those documents, and to obey all rules, regulations and policies;
 - I have reviewed and understand all program information and materials received, and understand that WO representatives are, and have been available should I have further questions about these activities or the risk, hazards and dangers associated with these activities;
 - Participant has no mental or physical problems or limitations which might affect his/her ability to participate that have not been disclosed to WO and participant is fully capable of participating without causing harm to participant or others; WO cannot assure participant's safety or eliminate any of these risks.
- Participant is voluntarily participating with knowledge of the risks. Therefore, participant assume and accept full responsibility for participant, for the inherent and other risks (both known and unknown) of these activities and for any injury, damage, death, or other loss suffered by participant resulting from those risks, and resulting from participant's own negligence or other misconduct.

RELEASE AND INDEMNITY AGREEMENT

Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. I agree as follows:

- (1) to release and agree not to sue Wanderland Outdoors LLC, with respect to all claims, liabilities, suits or expenses (including attorneys' fees and cost) (hereafter collectively 'claim' or 'claim(s)'), asserted by or on behalf of me in any way connected with my activities, or use of AWO equipment or facilities. I understand that in signing this Document, I surrender our respective rights to make a claim against WO, for any injury, damage, death or other loss suffered by me.
- (2) to defend and indemnify ('indemnify' meaning protect by reimbursement or payment) WO with respect to all claim(s) brought by or on behalf of me, my child, a family member, a co-participant or any other person, for any injury, damage, death or other loss in any way connected with my enrollment or participant in these activities, or use of WO equipment and/or facilities.

This Release and Indemnity Agreement includes any losses caused or alleged to be caused, in whole or in part, by the negligence (but not gross negligence or intentional, or reckless misconduct) of WO, and includes claims for personal injury, property damage, wrongful death, breach of contract or otherwise.

CONCLUSION:

I participant agree that this Document, any dispute I have with WO, and all other aspects of my relationship with WO are governed by the substantive laws of the State of Colorado (without regard to its 'conflict of law' rules), and that any mediation, suit or other proceeding must be filed exclusively in the State of Colorado. I authorize WO or other medical personnel to obtain or provide medical care for my health. I agree to pay all costs associated with medical care and transportation. I authorize WO to administer emergency first aide or CPR if deemed necessary. I authorize WO, and/or parties designated by WO, to use my photos for sale

or reproduction in any manner WO desires, for advertising, display, audiovisual or other use. Any portion of this Document deemed unlawful or unenforceable shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.

The activities of outfitters are regulated by the Director of the Division of Registrations in the Department of Regulatory Agencies, and, pursuant to C.R.S. 12-55.5-105(1)© and (d), outfitters are bonded and required to possess a minimum level of liability insurance.

Participants agree: I have carefully read, understand, and voluntarily sign this Document and acknowledge that it shall be effective and binding upon me, my minor children, other family members, my heirs, executors, representatives and estate.

Signature of Participant _____ Date _____

Printed Name _____

Date of Birth _____

REGISTRATION AND HEALTH INFORMATION FORM

To Participants:

I understand that participation on this Trip depends upon a review and evaluation of participant's medical, and health information. I understand that WO (Outfitter) would like to obtain accurate information about participant's health, and fully understand any medical or health concerns or limitations. Disclosing information in this form does not automatically exclude participation. Please contact us if you or your physician have any questions or concerns about your ability to participate in the Trip. It is your responsibility to furnish physician's reports to us, if you feel it is necessary in order for us to understand a condition. Participants understand that they share in the responsibility for their own safety and the safety of others on the Trip.

Age _____ Weight _____ Height _____

Date of Birth _____

Does participant have any condition (medical, physical, emotional or otherwise), which might affect participant's health or well- being, the well- being of others, or affect participant's ability to engage in the Trip? Are there any known food allergies?

Are there any limitations on participant's ability to participate in any Trip activities?

Do you have any fears/concerns about activities you will be engaging in on the Trip?

High Altitude Acclimation: None _____ Fair _____ Good _____ Excellent _____

In case of an emergency, whom should we contact?:

Name _____ Relationship _____ Daytime
phone no. _____ Evening phone no. _____

I acknowledge that this Registration and Information Form contains accurate information. I will contact Outfitter if any medical or health condition changes before the start of the Trip. I acknowledge that providing inaccurate medical or health information or falsifying medical or health information can create serious risks to participant or others, and/or can result in participant's dismissal from the Trip. I understand final acceptance on the Trip is contingent upon Outfitters receipt and review of all forms, including this Registration and Information Form.

Client Signature: _____ Date _____

Client please print name: _____