This agreement is made by and between *Stewart Guide Co. LLC; 360 Rancho Dr. Unit 811, Windsor, CO 80550; Evan Stewart (719)-650-4558 or Brandan Stewart (970)-756-5000; Outfitter Registration #: 3613* (hereinafter referred to as “Outfitter”) and *Hunters name as filled out on online submittal form* (hereinafter referred to as “Client”).

This agreement shall be effective on the date 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 follows:

1. The Outfitter Agrees to:
	1. 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 Outfitters Registration; Bureau of Land Management; Colorado Division of Wildlife and/or the U.S. Forest Service.
	2. Provide client with a *Fully Guided Hunt*
	3. Dates of service: from *Hunt Start Date in online form*, through *Hunt End Date in online submittal form*
	4. Which includes: *All* pack-in and pack-out days  Pack in/out not applicable.
	5. Transportation arrangements include the following: *All Transportation included from agreed upon initial destination.*
	6. Provide the Client with a suggested list of clothing and personal effects needed for the trip, a listing of hotels in *(if hotels are needed they will be booked by client at direction of Outfitter)* directions to camp will be given before client departure, 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.
	7. Provide rules and/or regulations relating to camping and other wilderness activity and follow standard health and safety precautions and procedures in setting up and operating the camp.
	8. Provide the following agreed-upon services and/or equipment
		* Riding horses to/from camp on pack-in and pack-out days **OR** riding horses for each client for the duration of the trip,
		* Wrangler to take care of horses and to accompany Client with horses used for transportation to hunting areas from camp or return from hunting areas to camp.
		* Complete packing service for client's gear,
		* Base camp accommodations to include food, a cook, tent lodging, toilet facilities and necessary supplies and equipment,
		* **Guide service consisting of 1 guide for each 2 Clients, unless otherwise specified.**
		* Field dressing, capping, quartering game,
		* The hunt will be in GMU *(designated in online submittal form)* with camp locations as designated by the permitting agency.

The parties understand that the dates of the trip may change for reasons beyond the Outfitter's control. The duration of the trip is as provided above, not-withstanding the fact that circumstances, including but not limited to, weather, governmental action, staff illness, equipment failure or other factors beyond the Outfitter's control may prevent packing into or out of certain areas on certain days.

*Stewart Guide Co. LLC* does not provide sleeping bags, personal gear, hunting or fishing licenses, taxidermist fees, meat processing, etc… The Client is responsible for the meat, hide, cape and antlers after retrieved from the field and delivered to clients vehicle.

1. The Client Agrees to:
	1. Pay all fees when due and furnish all required information by the dates promised. Live and camp in a manner consistent with State laws and regulations, U.S. Forest Service regulations, and abide by camp and other rules as provided by the Outfitter.
	2. Pay for all applicable license(s).
	3. Arrange for his own travel to and from camp
	4. Bring sufficient but not excessive amounts of personal gear based upon the list provided by Outfitter.
	5. If born after January 1, 1949, have in possession a Hunter Safety Card.
	6. Refrain from consuming any alcoholic beverage during the day or otherwise until all firearms are unloaded and stored for the day.
	7. Hereby acknowledges this release from liability for accidental injury or illness which the Client may incur as a result of participating in any physical activity. They hereby assume all risks connected therewith and consent to participate in this program. They agree to disclose my physical limitations, disabilities, ailments, or impairments which may affect my ability to participate in this program.
	8. They agree to a RELEASE AND ACKNOWLEDGEMENT OF RISK.
2. Fees and Conditions

In consideration of the Outfitter providing the services as set forth herein above (including attachments), the Client agrees to pay the Outfitter the sum of *(see online submittal form “total hunt cost”)* per person, in U.S. funds in the form of cash, certified funds or money order, as follows:

* 1. A deposit of *50% of total hunt value* per person, 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 *date of submittal of online form,* or this contract will be null and void and in no way binding on the Outfitter unless accepted by him in his sole discretion.
	2. The balance of the fee shall be paid on or before:

30 days before Hunt start date on online submittal form

1. Cancellations and Refunds:
	1. The deposit shall be held by the Outfitter for and on behalf of the Client and applied against the total fee. In the event, the Client terminates this agreement; the deposit shall *not be refunded, all sales are final.*
	2. If the Client fails to draw the required license or tag for the species for which he has negotiated the hunt, *than the deposit will be refunded in full.*
	3. 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.

* 1. In the event the Client materially defaults in the performance of any of his obligations herein, Client's right 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.
	2. 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 action, staff illness, equipment failure or livestock illness, the Client shall be entitled to *a full refund at Outfitter discretion*
	3. 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.
1. Regulatory Information: Pursuant to section 12-145-108(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 the Division of Professions and Occupations in the Department of Regulatory Agencies (DORA).
2. Regulatory Information: *Surety Bonds Direct.*
3. Regulatory Information: *Glencar Insurance Company*
4. Regulatory Information: Proof of bond and insurance is available upon request oral or written.

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 clients under the age of 18). This Agreement shall be effective as of the latest date signed by the parties below.

Outfitter or party designated as Responsible Date Party on the original registration application

Client Date

Parent or guardian of Client, if under 18 Date