

WYOMING'S FINEST OUTFITTER, LLC

187 Early Creek Rd
Ranchester WY, 82839
(307) 751-2297

CONTRACT FOR SERVICES

THIS AGREEMENT for hunting services between Wyoming's Finest Outfitter, LLC and the client listed below is entered into and effective per the date of signature of the Client.

Client Information:

Name: _____
Non-Hunting Companion, if applicable (Cost is \$750.00 per): _____
Address: _____
City: _____
State: _____ Zip: _____
Daytime Phone: ___-___-____ Cell: ___-___-____
Email (Not used for marketing purposes): _____
Emergency Contact: (Name) _____ (phone) _____

Type of Hunt: (Please Circle One) **ARCHERY or RIFLE**

Type of Harvest: (Please Check One)

- Elk
- Cow Elk
- White Tail Deer
- Mule Deer
- Antelope
- Mountain Lion
- Black Bear
- Turkey
- Combo Hunt (Please Specify Game): _____ & _____
- Wilderness Hunt (Archery Only)
- Trophy Bull Elk
- Managed Bull Elk

Preferred Hunting Dates: ___/___/___ through ___/___/___

Office Use Only

Client Obtained License? Yes / No

Deposit Received? Yes / No

Preferred Hunting Areas? Elk / Deer / Antelope

Additional Notes:

Please fill out as much as possible in order to help us speed up the application process. Call WFO direct at 307-751-2297 if you require any assistance with filling out this contract. If you reach a recording, please leave a message and we will return your call as promptly as possible.

Total Sum Owed for Hunt Package: \$_____

Deposit: Client shall pay 35% of the total package upon entering into this agreement:
\$_____ DEPOSITS ARE NON-REFUNDABLE UPON CLIENT DRAWING OR
OBTAINING A HUNTING TAG OR LICENSE.

Total Remaining Balance: Balance Owed: \$ _____. This remaining balance is due 30 days before arrival. Failure to satisfy balance will result in cancelation of the hunt. Upon cancelation, all funds paid are non-refundable.

Payment Method: Outfitter accepts check, cash, money order or credit card. Credit or Debit Card purchases are subject to an additional 3% fee. Checks returned for insufficient funds shall incur an additional \$45.00 service fee.

Cancelation: Deposits are non-refundable. Any amount paid except the deposit shall be refundable if the hunt is cancelled within 30 days prior to the Hunt Start Date. Should Client leave or end his hunt prior to completing the hunt or finishing the hunt period, all funds are non-refundable. It is highly recommended that Client obtain trip insurance.

1. Nonrefundable payments or deposits may not be applied or given to another hunter's trip.

Transportation: Clients shall arrive into either Sheridan, Wyoming or Billings, Montana. The trip shall not start and pickup shall not occur until after 2:00 p.m. on the first day of the trip. Should Client fail to arrive on time, an additional \$300.00 per day late fee shall be charged. Pickup or drop-off in Billings, Montana shall be subject to a \$100.00 fee per person for pickup and a \$100.00 fee per person for drop-off. Client will be delivered at the end of the hunt to Sheridan, Wyoming at 10:00 a.m. unless other arrangements with Outfitter have been made. Outfitter is not responsible for the payment of any food, lodging or transportation costs incurred by Client prior to pick up or after drop off times.

1. Any person driving to the trip shall be met in Sheridan, Wyoming at a designated location and time.

Obligations of Outfitter:

1. Outfitter shall provide a Continental Breakfast, Bag Lunch, Dinner, and Lodging if Client stays at Outfitter's camp. Should Client be staying at the Outfitter's Lodge, an additional \$12.00 shall be charged to Client for the State of Wyoming and Sheridan County Lodging Tax.

2. Transportation to and from Sheridan County Airport.

3. Outfitter shall provide a Hunting Guide.

4. Removal of found and accessible game after a kill and delivery to the meat locker at Valley Meat or Big Horn Mountain Meat.

Obligations of Client:

1. Shipping costs of trophies or meat.

2. Meals and accommodations if staying in Sheridan.

3. Obtaining and paying for all applicable State Licenses and Tags.

4. Shipping of meat to processor if using a processor outside of Sheridan County or Johnson County, Wyoming.

5. Payment of all meat processing costs (even if meat is being donated). All costs are required to be paid upfront upon delivering the meat to the processor.

6. Bring their own firearm, bow or crossbow unless otherwise agreed to with the Outfitter.

7. Bring necessary ammunition or arrows for their hunt.

Additional Terms:

- 1.** Taxidermy services are not part of the hunting package or provided for by this agreement. Taxidermy services are available upon request.
- 2.** Meat from any kill is prohibited from being stored at the lodge or hunting camp. Meat is required to immediately be sent to the meat processor.
- 3.** If Client does not own a firearm or has a defective firearm, one can be provided at an additional cost. Client will be responsible for the purchase of the necessary ammunition.
- 4.** Should Client wound/kill an animal which cannot be located, Client may request to continue to hunt. The continued hunt shall be considered a second hunt and shall cost one half (1/2) the fee of the first hunt.
- 5.** The use of alcohol is prohibited until the day's hunting is complete.
- 6.** The use of illicit drugs is strictly prohibited.

WAIVER OF LIABILITY:

- 1. Statement of Danger from Terrain:** By signing this agreement, Client is acknowledging the following dangers:
 - a.** The terrain that Client may be hunting on is located in the Big Horn National Forest, Wyoming State Land and on private ground. The Terrain includes, but is not limited to, rocks, trees, streams, swamps, bogs, hills, slides, cliffs and other impediments.
 - b.** Said impediments create a real and substantial danger to every animal or person.
 - c.** These impediments may also become wet, frozen, slick, or change consistency without warning or notice.
- 2. Statement of Danger from Animals:** By signing this agreement, Client is acknowledging the following dangers:
 - a.** Horses may be used by Outfitter. Regardless of how well trained, horses may respond to any situation with or without reason in an unpredictable manner, which may cause danger, harm or death to any rider or nearby individual.
 - b.** As a result of the terrain listed above, horses may stumble, trip or fall which may cause danger, harm or death to its rider or nearby individual.
 - c.** Horses may trip, stumble or fall without notice, or without any known cause, which may cause danger, harm or death to its rider or nearby individual.
 - d.** Other animals, including but not limited to wild animals, dogs and cows may spook, scare or attack a horse or person with or without warning, which may result in danger, harm or death to a rider or nearby individual.
 - e.** Injured animals, trapped animals or frightened animals can pose a real and substantial danger.
 - f.** All dogs may bite with or without cause. Client acknowledges that should they attempt to interact with a dog in any way, they may be bitten or harmed by the dog.
 - g.** Client is strictly prohibited from riding on any horse.
- 3. Guests Medical Declaration:** Client declares by signing this agreement that he has no medical condition which prevents him from hunting or engaging in the services offered by Outfitter. Client further warrants and states that Client will notify Outfitter or Guide at any time in which Client feels unable to safely perform any task. Client further warrants that should he have medical conditions which may limit his ability to participate, Client shall notify Outfitter in writing of Client's limitation or risk prior to arriving for the hunt.

4. Statement Concerning Firearms: By signing this agreement, Client is acknowledging the following:

- a. If Client brings his own firearm, bow or crossbow, he warrants that it is in good mechanical and working order with no known defect. Client further warrants that he knows and understands how to use firearm, bow or crossbow safely and effectively.
- b. Client acknowledges and understands that firearms can be dangerous and deadly if handled improperly, or if they are defective.
- c. Client is legally allowed under Federal and State Law to own and possess a firearm.
- d. Client has successfully completed a firearms safety class.

5. Statement Concerning ATV's: By signing this agreement, Client acknowledges the following dangers:

- a. Hunting may require traveling in an All-Terrain Vehicle (ATV).
- b. Travel in an ATV requires Client to wear a helmet at all times. Outfitter is not required to ensure that Client wears a helmet and safety gear and is not responsible for any harm or damage to Client resulting from Client's failure to wear the proper protective gear.
- c. The use of an ATV may result in harm or death to Client.
- d. ATV's do not have seatbelts or other accident safety devices.
- e. ATV's are capable of tipping over, or incurring mechanical malfunctions which could cause harm or death to Client.
- f. Clients may bring their own ATV provided they are insured and properly licensed. Clients warrant that should they bring their own ATV, the ATV is in good and safe working order. Outfitter is not responsible for any damage which may occur to the ATV. Client is responsible for all costs associated with operation of their own ATV.

6. Statement Concerning Weather: By signing this agreement, Client acknowledges the following dangers and obligations:

- a. Weather can change rapidly and without notice. Client acknowledges weather changes can be dangerous and possibly deadly.
- b. Client is required to bring all necessary gear to ensure they are properly clothed during times of inclement weather.

7. Statements Concerning Tree Stands: By signing this agreement, Client acknowledges the following danger:

- a. Client may be required to use a tree stand for hunting. Tree stands pose a real and substantial danger if used improperly or without proper or with defective safety equipment.
- b. Client is required, if a tree stand is to be used, to bring their own safety harness and safety belt. Client warrants that the harness and belt are in good working order. Client further warrants that he knows how to safely and properly use his harness and belt.

8. Statement of Release: By signing this release, Client has acknowledged the dangers listed herein and further recognizes that there may be additional dangers which have not been herein listed. Client releases Outfitter from any liability, loss, damage, harm or death which Client may suffer to their person or property.

9. Miscellaneous:

a. Amendment: No amendment or modification of this Agreement shall be effective unless or until executed in writing by the parties hereto.

b. Waiver of Breach: The wavier by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver or breach of any other provision or any subsequent breach of any provision herein.

c. Governing Law: The construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Wyoming. Any legal action brought by any party shall be filed in the appropriate jurisdiction located in Wyoming.

d. Severability: If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such provision nor the validity of any other provision of this Agreement shall in any way be affected thereby.

e. Gender: Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine and feminine.

f. Entire Agreement: This Agreement constitutes the entire agreement and understanding by and between Outfitter and Client with respect to the employment herein referred to, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force and effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound.

g. Attorney Fees: Should either party bring any legal action, arbitration or mediation, the successful party shall be entitled to recover all reasonable attorney fees and costs.

IN WITNESS WHEREOF, the Client has duly executed this Contract for Services this _____ day of _____ 20____.

X _____
(Client Signature)