

**UTE TRAIL GUIDE SERVICE  
OUTFITTING SERVICES AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between Ute Trail Guide Service and \_\_\_\_\_ (participant). Ute Trail Guide Service seeks to provide you a successful, memorable custom hunt. This Agreement is to set forth our understanding on the hunt.

**1. OUTFITTER'S GENERAL DUTIES.**

- a. Ute Trail Guide Service ("Outfitter") will provide transportation from Salida, Colorado to and from hunting camp.
- b. Outfitter will provide all meals and lodging at hunting camp.
- c. Outfitter will provide guides during the hunt as specified below.
- d. Outfitter may provide horses at Outfitter's discretion.
- e. Outfitter will provide access to private lands owned or leased by Everett Land and Cattle Company, as well as public lands, including U.S. Forest Service and BLM land in Colorado Game Units 57 and 58.
- f. Outfitter will deliver game to Salida, Colorado. Processing of meat and taxidermy will be the responsibility of hunter.

**2. HUNT SPECIFICS.**

- a. Hunt dates: From \_\_\_\_\_ to \_\_\_\_\_
- b. Number of hunters: \_\_\_\_\_; number of non-hunters: \_\_\_\_\_
- c. Number of guides: \_\_\_\_\_
- d. Species being hunted: \_\_\_\_\_

**3. COST OF TRIP.** The total cost of your trip is \$ \_\_\_\_\_. Hunters will pay a 50% deposit upon the booking of the hunt. The deposit for elk hunts will be refunded if hunter does not draw an elk license from the Colorado Division of Wildlife and notifies Outfitter by August 1 that hunter was unsuccessful in drawing a license. An elk hunter who draws a license shall not be entitled to a return of his deposit. All other hunters who notify Outfitter at least thirty (30) days prior to the scheduled hunt shall receive a 75% refund of their deposit.

**4. HUNTERS' DUTIES.** Hunters must provide their own clothing, sleeping bag, rifle or other weapon for hunting, and proper license for the season of the hunt and species being hunted.

**5. ACKNOWLEDGMENT OF RISKS.** I acknowledge that hunting has risks, known and unknown, including, but not limited to, weather, altitude (9,000-11,000 feet above sea level), mountainous terrain, horses, and use of firearms or other weapons. I acknowledge that guides have difficult jobs to perform and are limited by the information given by participants. Weather, elements, and terrain are difficult to judge, and equipment might malfunction.

I AM AWARE THAT I WILL BE PARTICIPATING IN A HAZARDOUS ACTIVITY, AND I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, LOSS OF ANY KIND, OR DEATH. \_\_\_\_\_ (Initials)

**6. WARNING.** Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to § 13-21-119, Colorado Revised Statutes.

**7. RELEASE.** In consideration of being permitted to participate in this hunting trip, I, for myself, my spouse, legal representatives, heirs, and assigns, hereby release, waive and discharge Ute Trail Guide Service, Everett Land & Cattle Co., V Bar X, Inc., and T N Bar Cattle Co., Inc., their officers, members, employees, agents, and independent contractors, directors, and shareholders, referred to as "Releasees", from all liability to me, my spouse, legal representatives, heirs and assigns, for any and all loss or damage, and any claim or damages resulting therefrom, on account of injury to my person or property, even injury resulting in my death, whether caused by the negligence of Releasees, or

otherwise, to the fullest extent permitted by law, while I am participating in the hunting trip, its transportation, and conducting business on the business premises of Releasees. I further release Releasees from any claim whatsoever on account of first aid treatment or service rendered me during my participation in the activity. \_\_\_\_\_ (Initials)

**8. MEDICAL DISCLOSURE.** Please describe any medical conditions that you may have that would affect your ability to participate in this activity including your ability to ride horses, hike, climb, lift moderately heavy objects, assist in rescue situations, and all medical conditions that may necessitate emergency care, or affect the rendering of first aid such as infectious diseases, insect sting allergies, diabetes, etc.: \_\_\_\_\_

\_\_\_\_\_. If NONE, check here: \_\_\_\_\_.

9. Ute Trail Guide Service is licensed through the Colorado Division of Registrations in the Department of Regulatory Agencies, License No. 120. Pursuant to C.R.S. § 12-55.5-105(1)(c) and (1)(d), Outfitter is bonded and possesses the minimum level of liability insurance. The activities of Outfitter are regulated by the Director of the Division of Registrations in the Department of Regulatory Agencies.

10. Should Outfitter, or Releasees described in paragraph 7, be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.

11. I agree to indemnify Outfitter, or Releasees described in paragraph 7, for any incurred loss, liability, damage or cost caused by me or my participation on this trip.

12. Any dispute involving these matters shall be governed by the laws of Colorado with venue in Chaffee County, Colorado.

13. Severability. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements and covenants were not contained herein.

14. This Agreement contains the entire agreement between the parties hereto and the terms of this Agreement are contractual and not a mere recital.

**I have carefully read the foregoing and know and understand the contents and sign as my own free act.** NOTE: The signature of a parent/guardian is required for all participants under 18 years old.

Name of Participant: \_\_\_\_\_ Age: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

In an emergency, notify: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

If participant is under 18, Parent or Legal Guardian must sign: \_\_\_\_\_

UTE TRAIL GUIDE SERVICE  
P.O. Box 1412  
Salida, CO 81201

By: \_\_\_\_\_

Its: \_\_\_\_\_