

Clearwater County Outfitters, LLC Agreement

THIS AGREEMENT is made and entered into by and between Clearwater County Outfitters, LLC doing business as Guides & Outfitters (Master Bear License #84941) of Clearbrook, Minnesota, hereinafter referred to as "Outfitter", and _____ hereinafter referred to as "Client". If Client intends to include additional persons in his party, each additional participant shall be personally and individually responsible for each provision contained in this Agreement, and shall individually sign copies of this Agreement and all attachments prior to arriving at the Clearwater County Outfitters Base Camp. This Agreement shall be effective when Outfitter has received Client's deposit, and this agreement has been signed by Outfitter and Client.

IN CONSIDERATION OF THE MUTUAL AGREEMENTS AND PROMISES CONTAINED HEREIN, Outfitter and Client agree as follows:

OUTFITTER AGREES TO:

- ❖ Maintain insurance as required by applicable State of Minnesota Licensing Board.
- ❖ Provide Client with the following services as the Outfitter and/or other properties near Clearbrook, MN from the _____ day of _____, through the _____ day of _____, 20__:

- | | |
|---|---------------------|
| a) _____ Guided Hunt | _____ Unguided Hunt |
| b) _____ Lodging | _____ No Lodging |
| c) _____ Meal Plan | _____ No Meals |
| d) _____ Game retrieval assistance and transportation | |

- ❖ Outfitter does not agree to provide personal gear, hunting gear, hunting or fishing licenses, taxidermist fees, meat processing, boxes, dry ice, boxing or shipping of meat, cape and antlers, or liquor.

CLIENT AGREES TO: We do not enforce a wounded policy at this time.

For this reason, the hunter/client agrees to take only shots that they are comfortable with regardless of the situation and the shot. We accept NO responsibility/liability for a client's decision to fire a shot. The Outfitter will make all reasonable efforts to track and/or recover the wounded animal, however, in the case that recovery is not possible, Outfitter claims NO ethical or financial liability.

There are no exceptions to this policy. Outfitter has adopted this policy for ethical reasons.

- ❖ **WEAPONS POLICY:** Keep weapons free of "chambered" shells at all times unless in immediate position to harvest game. Outfitter and/or their guides may dismiss a hunter from the field for the day if this policy is not adhered to. THERE ARE NO EXCUSES FOR THE COMPROMISED SAFETY OF THE CLIENT, OTHER CLIENTS OR THEIR GUIDES.
- ❖ **ALCOHOL/DRUG POLICY:** Client will refrain from consuming any alcoholic beverage and/or drug during the day or until all fire arms associated with the hunt are unloaded and stored for the day. Detection of alcohol and/or drug use while in the field will be considered grounds for dismissal from the hunt. This determination can be made at the sole discretion of the Outfitter. THERE ARE NO EXCUSES FOR THE COMPROMISED SAFETY OF THE CLIENT, OTHER CLIENTS OR THEIR GUIDES.
- ❖ Be responsible for the game, hide, capes and antlers at all times.
- ❖ Pay all fees when due and furnish all required information by the dates promised.
- ❖ Live and hunt in a manner consistent with state and federal laws and regulations, and abide by rules provided from time to time by Outfitter.
- ❖ Purchase applicable licenses as necessary for the hunt.

- ❖ Arrange for his/her own travel to and from the Outfitters Lodge except as may be agreed to by Outfitter and described above.
- ❖ Assume the risk of hunting, riding on or in a hunting vehicle or any other activity associated with the hunt based upon any disclosed or undisclosed condition.
- ❖ Have in his possession a hunter safety card, if born after January 1, 1949.

FEES AND PAYMENTS:

In consideration of the services Outfitter has agreed to provide herein, Client agrees to pay Outfitter the sum of \$_____ per person for a party of no less than ____ hunter, payable in cash, check, certified funds or money order as follows: a deposit of \$_____((\$1,000)), concurrently with the execution of this Agreement; an additional balance of \$_____(Final Payment) ON OR BEFORE the date of arrival. Client understands that in the event payment is not made as provided herein, Outfitter shall have the right at his sole discretion to cancel Client's hunt and terminate this Agreement, and retain all funds previously paid as liquidated damages and as his sole and exclusive remedy. Client understands that when Outfitter enters into this Agreement with Client, space is reserved for Client and all members of his party, reservations from other clients are not accepted. Additional clients to take Client's place may not be obtainable prior to the hunting season for which Client had retained the within described services from Outfitter without consent from Clearwater County Outfitters. Client further understands that upon entering into this Agreement, he is obligated for the full amount stated herein, regardless of whether he is able to obtain the full number of persons stated above expected to be included in his hunting party.

In the event Outfitter is unable to perform any portion of his obligations hereunder for any reasons beyond Outfitter's control, including but not limited to weather, fire, acts of nature or governmental action, Client shall not be entitled to a refund of any portion of his fee previously paid.

DISCLOSURE, DISCLAIMERS AND WAIVERS:

Each Client and all members of his hunting party must read and initial the following:

I UNDERSTAND AND AGREE that the hunting/fishing and related activities, and all other hazards and exposures connected with the activities conducted in the outdoors, do involve risk; I am cognizant of the risks and dangers inherent with such activities in the woods and waters of Minnesota; I am fully capable of participating in the activities contracted for and willingly assume the risk of injury as my responsibility, including a loss of control or balance in walking or climbing; from handling of firearms and being near others that have firearms in their possession; from ammunition and shot from my gun or other guns; from riding on and/or operating All Terrain Vehicles (ATV), from use of animals, from adverse weather conditions, from collisions with trees, rocks and other man-made or natural obstacles, whether they are obvious or not obvious.

All Parties Initial Here: _____

I UNDERSTAND AND AGREE that the route or activity chosen as part of the Hunt in which I am participating may not be in the safest area, but has or will be chosen for its interest, challenge, or because it best meets the goals of the services for which I am contracting. Should animals ever be used or are present as part of my activities, I understand that an animal, irrespective of its training and usual past behavior and characteristics, may act or react unpredictably at times, based upon instinct or fright, which likewise is an inherent risk to be assumed by me.

All Parties Initial Here: _____

I UNDERSTAND AND AGREE THAT my participation in this activity (hunt) is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I am in adequate physical AND medical condition to be able to participate in the hunting activities. I agree that Clearwater County Outfitters, LLC assumes NO liability for my medical condition, injuries or health complications during or after the subject hunt. I am signing this agreement with FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS OR DEATH.

ALL Parties Initial Here: _____

The following Waiver and Release of Liability is made a part of the Clearwater County Outfitters, LLC Agreement:

THIS IS A WAIVER AND RELEASE OF LIABILITY. THE CLIENT HEREBY KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD Clearwater County Outfitters, LLC, Private Land Owners, THEIR DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's 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 my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of hunting or from some other cause. I, for myself, my heirs, my successors, executors, and subrogees, further agree not to sue Clearwater County Outfitters, LLC and/or Private Land Owners from which a hunt is taking place on his or her properties as a result of injury, paralysis, or death suffered in connection with my use and participation in the activities of hunting and fishing.

IF CLIENT IS UNDER EIGHTEEN (18) YEARS OF AGE, THE SIGNATURE OF HIS PARENT OR GUARDIAN IS ALSO REQUIRED.

This Agreement is made in the State of Minnesota, County of Clearwater, and shall in all respects be governed in accordance with the laws of the State of Minnesota. Any action brought by either party to enforce any of the terms or conditions of this Agreement shall be brought only in Clearwater County, Minnesota. Each party consents to the jurisdiction and venue of the Clearwater County District or County Court.

IN WITNESS WHEREOF we have hereunto set our hand on the date indicated. The last such date shall be the effective date of this Agreement.

Done this ____ day of _____, 20__.

Clearwater County Outfitters, LLC

By: _____ Chad Petit

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THE OUTFITTERS AGREEMENT AND THE WAIVER AND RELEASE AGREEMENT.

CLIENT SIGNATURE(S):

DATE:

CLIENT ADDRESS(ES):

**Return signed contract to:
Clearwater County Outfitters,
LLC
45403 161st Ave Clearbrook,
Minnesota 56634**

Phone: 218-533-1180