

Halfmoon Packing & Outfitting, LLC

Stagecoach & Horseback Rides
Camping, Hunting and Fishing Trips

Post Office Box 650
Leadville, Colorado 80461
(719)486-4570



HUNTING PACK SERVICE AGREEMENT

This Contract Agreement ("Agreement") is made and entered into between Halfmoon Packing & Outfitting, LLC ("Outfitter") and _____ ("Client"). Outfitter and Client are referred to as "the Parties". 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: ____ hunters

Client _____	Client _____
Address _____	Address _____
City _____	City, State _____
Phone _____	Phone _____

The Client is hunting: Bear Big Horn Sheep Elk Mountain Goat Mountain Lion
Mule Deer

During the following season (not including Pack in and Pack out Dates)

Archery: _____	thru _____
Muzzleloader: _____	thru _____
Rifle: _____	thru _____
Pack In: _____	
Pack Out: _____	

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 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.

2. Provide a pack in service on the above agree upon dates. Client to determine location.
3. Provide the following agreed-upon services and/or equipment:
 - A. Riding horses/mules to/from camp.
 - B. Pack service for client's gear including pack out of all game harvested.
 - C. Checking the camp approximately every 48 to 72 hours. Client is requested to phone or text an OK status every 48 hours, if no OK is received Outfitter will ride in the next morning weather permitting. There may be an extra charge.
 - D. The Outfitter agrees the hunt first choice will be in GMU ____.

NOTE: Halfmoon Packing & Outfitting, LLC does not provide sleeping bags, personal gear, hunting or fishing licenses, taxidermist fees, meat processing, shipping of meat, cape or antlers or liquor. On hunting trips Client is responsible for the game, hides, cape and antlers after they are packed to Halfmoon Packing & Outfitting pack station. Harvested game needs to be quartered and at a location accessible to pack animals.

The Client Agrees to:

1. Pay all fees when due and furnish all required information by dates promised.
2. Bring his hunting license and a legal weapon for game and season chosen.
3. Live and camp in a manner consistent with State laws and regulations, U.S. Forest Service and BLM (Agency) regulations and abide by Outfitters rules and policies.
4. Arrange for his own travel to and from 98 County Road 18 Leadville, Colorado. (Halfmoon Packing & Outfitting headquarters) unless otherwise agreed upon.
5. Bring sufficient but not excessive amount of personal gear based upon the list provided by the Outfitter.
6. If born after January 1, 1949, have in possession a Hunter Safety Card.
7. Refrain from consuming any alcoholic beverage during the day or otherwise until all firearms associated with the hunt are unloaded and stored for the day.
8. Read and sign the attached "Acknowledgment and Assumption of Risks, Release and Indemnity Agreement" and fill out the Personal Information Form.
9. Client recognizes the risks of hunting and will insure his or her own physical Health is up to the demands of a hunting trip in altitude. Client releases Halfmoon Packing & Outfitting, LLC from any liability associated with the physical activities involved in hunting.

Fees and conditions:

1. In consideration of the outfitter providing the services as set forth herein (including attachments), the Client agrees to pay to the outfitter the sum of \$325 plus \$100 for each animal used, whether riding or packing. Fees are per day or each way, they are NOT round trip charges.
2. If client decides to walk out, there will be no refund of the trip charge deposit.
3. Harvested animals will be packed out at \$325 each.
4. Upon verbal agreement with Halfmoon Packing & Outfitting to this hunting contract a 10 day period shall be extended in which all parties agreeing to the contract shall sign the agreement and forward their deposit of \$650. In the case of the

down payment not being received within this 10 day period the written or verbal contract will be null and void and in no way binding to the outfitter, unless otherwise accepted by the outfitter in his sole discretion.

5. The balance of the fee shall be paid when the in loads are weighed and built.

Cancellations and refunds:

1. Outfitter shall hold Clients deposit and apply it against the total fee as follows:
 - A. Client should notify Outfitter within 10 days, but no more than 30 days, of receiving his draw results if he was successful or not.
 - B. If Client is unsuccessful in the draw his deposit will be returned within 30 days or he can reschedule the hunt for a future year at this year's 'price. It is client's choice.
 - C. If client fails to inform outfitter of his draw results his spot may be rebooked. If it is rebooked the client is not entitled to a refund. His hunt will be rescheduled for a future year.
 - D. If Client terminates this Agreement at least 90 days before the beginning of the Trip Client's deposit shall be refunded less 10%.
 - E. If Client terminates this Agreement after the time described in (B) above, Outfitter shall keep Client's deposit as his sole, liquidated damages.
1. If Client decides to terminate the Trip early, the Outfitter will attempt, in good faith, to pack or transport Client out of the Wilderness. However, Outfitter retains the right, in his sole discretion, to determine when and how to pack Client out. Unless there is an emergency or prior arrangements have been made, all members of a party are expected to pack in/out on the same day.
 1. If Client fails to fulfill any of his obligations under this Agreement, Outfitter may in 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, in 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.
 2. If Outfitter fails to fulfill his obligations under this Agreement because of factors beyond his control (see section 1. above), Client shall not be entitled to a refund of any portion of the fee. If Outfitter otherwise fails to materially perform his obligations under this Agreement, Client shall be entitled to a refund of the pro-rated portion of his fee for the uncompleted percentage of the Trip.
 3. 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, in his sole discretion, choose to cancel Client's trip, and refund any fees paid, as a result of reasons stated in the registration form.

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 Lake. 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.

Outfitter:

By: Dated: _____

Tom Burch
General Manager
Halfmoon Packing & Outfitting, LLC
Registration number #2843

Client(sign) _____ Dated: _____

Client (print) _____

Client(sign) _____ Dated: _____

Client (print) _____

Halfmoon Packing & Outfitting, LLC

Post Office Box 650
Leadville, Colorado 80461

RELEASE AND WAIVER OF LIABILITY, ACKNOWLEDGEMENT OF RISK, AND INDEMNITY AGREEMENT

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 SECTION 13-21-119, COLORADO REVISED STATUTES.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU [AND YOUR CHILD] ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE STABLE, ITS OWNER, EMPLOYEES AND AGENTS ["THE RELEASEES"].

I, _____ on behalf of myself [and my minor child or children]

Reside at _____, in _____
[Street address] [City] [State] [Zip]

In consideration for allowing me [and/or my minor child] to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

Acknowledge that the activity of horseback riding involves numerous inherent risks of injury that are an integral part of such an activity. That a horse or mule may, without warning or any apparent cause, buck, stumble, trip, roll, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person; saddles or bridles may loosen or break - all of which may cause the rider to fall or be jolted, resulting in serious injury or death.

I understand that I may encounter variations in terrain, which may result in injury or damages. I acknowledge that these are my responsibility, and I assume the risk for these hazards, including breaks, growth, debris, rocks, cliffs and other hazardous surface or subsurface conditions and obstacles, whether they are obvious or not obvious, man-made or natural.

Acknowledge that horseback riding is an inherently dangerous activity and involves risks that may cause serious injury and in some cases death, because of the unpredictable nature and irrational behavior of horses or mules, regardless of their training and past performance.

As consideration for being permitted by HALFMOON PACKING & OUTFITTING, LLC to engage in the activity of horseback riding, I do hereby waive any claim and release HALFMOON PACKING & OUTFITTING, LLC and all of their owners, officers, members, affiliated organizations, land owners, agents and/or employees for any injury or death caused by or resulting from my participation in the activity of horseback riding.

This contract shall be legally binding upon my heirs, my estate, assigns, legal guardians, my personal representatives, and me.

I expressly agree that the foregoing release and assumption of risk, and indemnity agreement is governed by the laws of the State of Colorado and is intended to be as broad and inclusive as is permitted by Colorado law, and that in the event any portion of this Agreement is determined to be invalid or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

I acknowledge that this document is a contract and agree that if a lawsuit is filed against the Releases for any injury or damage in breach of this contract, I will pay all attorneys' fees and costs incurred by the Releases in defending such an action.

It is recommended that my child, all riders and I wear a protective helmet. It is my understanding that a protective helmet is available and has been offered for my own or my child's safety.

I [and for my child] decline to wear a helmet [please initial here]: _____

I have read this document. I understand it is a promise not to sue and to release the stable, its owners, employees and agents, for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releases allowing me or my child to ride or handle a horse. I have concluded that the risks involved and the release and waiver of liability is worth the pleasure of horseback riding experience.

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

Acknowledgement of Risk Acceptance of Responsibility, Release of Liability

Halfmoon Packing & Outfitting, LLC

Post Office Box 650
Leadville, Colorado 80461

RELEASE AND WAIVER OF LIABILITY, ACKNOWLEDGEMENT OF RISK, AND INDEMNITY AGREEMENT

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 SECTION 13-21-119, COLORADO REVISED STATUTES.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU [AND YOUR CHILD] ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE STABLE, ITS OWNER, EMPLOYEES AND AGENTS ["THE RELEASEES"].

I, _____ on behalf of myself [and my minor child or children]

Reside at _____, in _____
[Street address] [City] [State] [Zip]

In consideration for allowing me [and/or my minor child] to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

Acknowledge that the activity of horseback riding involves numerous inherent risks of injury that are an integral part of such an activity. That a horse or mule may, without warning or any apparent cause, buck, stumble, trip, roll, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person; saddles or bridles may loosen or break - all of which may cause the rider to fall or be jolted, resulting in serious injury or death.

I understand that I may encounter variations in terrain, which may result in injury or damages. I acknowledge that these are my responsibility, and I assume the risk for these hazards, including breaks, growth, debris, rocks, cliffs and other hazardous surface or subsurface conditions and obstacles, whether they are obvious or not obvious, man-made or natural.

Acknowledge that horseback riding is an inherently dangerous activity and involves risks that may cause serious injury and in some cases death, because of the unpredictable nature and irrational behavior of horses or mules, regardless of their training and past performance.

As consideration for being permitted by HALFMOON PACKING & OUTFITTING, LLC to engage in the activity of horseback riding, I do hereby waive any claim and release HALFMOON PACKING & OUTFITTING, LLC and all of their owners, officers, members, affiliated organizations, land owners, agents and/or employees for any injury or death caused by or resulting from my participation in the activity of horseback riding.

This contract shall be legally binding upon my heirs, my estate, assigns, legal guardians, my personal representatives, and me.

I expressly agree that the foregoing release and assumption of risk, and indemnity agreement is governed by the laws of the State of Colorado and is intended to be as broad and inclusive as is permitted by Colorado law, and that in the event any portion of this Agreement is determined to be invalid or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

I acknowledge that this document is a contract and agree that if a lawsuit is filed against the Releases for any injury or damage in breach of this contract, I will pay all attorneys' fees and costs incurred by the Releases in defending such an action.

It is recommended that my child, all riders and I wear a protective helmet. It is my understanding that a protective helmet is available and has been offered for my own or my child's safety.

I [and for my child] decline to wear a helmet [please initial here]: _____

I have read this document. I understand it is a promise not to sue and to release the stable, its owners, employees and agents, for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releases allowing me or my child to ride or handle a horse. I have concluded that the risks involved and the release and waiver of liability is worth the pleasure of horseback riding experience.

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

Acknowledgement of Risk Acceptance of Responsibility, Release of Liability

Attachment 1

Recommended Items

Hunting License for appropriate game and season
Hunter Safety Card (if born after January 1, 1949)
Weapon and Ammo
Sharp Knife and way to sharpen it
Binoculars or spotting scope
Camera
Flash light
Game bags

Sleeping Bag
Wash cloth and towel
Water Filter (Halfmoon Packing & Outfitting can supply with a security agreement)
Toiletries

Warm clothes
Long Underwear
Water Proof Boots
Rain Gear
Hat
Gloves
Sun block
Hand/Face Lotion
Chap Stick
Sun glasses

Blaze orange vest and hat or hat cover (unless archery hunting)

Attachment 2

PERSONAL INFORMATION FORM

I understand that participation on this Trip depends upon a review, evaluation of participant's medical and health information. I understand that Mega Mountain Magic would like to obtain accurate information about participant's health, and 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 has any questions or concerns about your (or your participating minor's) ability to participate in the Trip. It is your responsibility to furnish physician's reports to us, if you feel it is necessary.

Participant's Name _____ Age: _____ Height: _____ Weight: _____

Do any of the participants have any condition (medical, physical, emotional or otherwise), which might affect participant's health or well being of others, or effect participant's ability to engage in the trip?

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

Does anyone have any fears/concerns about activities that will be engaging in on the trip?

Horseback ability: _____ Novice _____ Fair _____ Good _____ Excellent

I (and my parent(s) if I am a minor) 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 Outfitter receipt and review of all forms, including this Registration and Information Form.

Client _____ Print: _____

Parent/Guardian (if Minor): _____ Print: _____

PERSONAL INFORMATION FORM

I understand that participation on this Trip depends upon a review, evaluation of participant's medical and health information. I understand that Mega Mountain Magic would like to obtain accurate information about participant's health, and 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 has any questions or concerns about your (or your participating minor's) ability to participate in the Trip. It is your responsibility to furnish physician's reports to us, if you feel it is necessary.

Participant's Name _____ Age: _____ Height: _____ Weight: _____

Do any of the participants have any condition (medical, physical, emotional or otherwise), which might affect participant's health or well being of others, or effect participant's ability to engage in the trip?

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

Does anyone have any fears/concerns about activities that will be engaging in on the trip?

Horseback ability: _____ Novice _____ Fair _____ Good _____ Excellent

I (and my parent(s) if I am a minor) 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 Outfitter receipt and review of all forms, including this Registration and Information Form.

Client _____ Print: _____

Parent/Guardian (if Minor): _____ Print: _____