

## OUTFITTER/CLIENT AGREEMENT

### DEEP TIMBER OUTFITTERS

541-802-6328

[www.deeptimberoutfitters.com](http://www.deeptimberoutfitters.com)

Thank you for choosing Deep Timbers Outfitters. Our hunts include guide(s), lodging, and meals unless otherwise stated in contract. This agreement was made on \_\_\_\_\_ (date) between Deep Timber Outfitters and \_\_\_\_\_ (client's name).

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Client Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

### Hunt Details and Amount Due

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
50% DEPOSIT REQUIRED AT BOOKING			
BALANCE DUE UPON ARRIVAL OF HUNT			
<b>TOTAL DUE</b>			

**Deposits are non-refundable.**

**There is a \$250/day charge for non-hunters.**

Deep Timber Outfitters does not guarantee a harvest, but we will give 100% effort in hunting hard for the desired game. We do have a very high success in finding the game; it is up to the hunter to do the rest. Once an animal is harvested, we will field dress and cape the animal.

### TERMS AND CONDITIONS

This hunt is considered booked and hunter is in agreement with outfitter through the submission of non-refundable deposit. This document must be signed and submitted prior to the hunt for release of liability. If this hunt is booked through a booking agent, it is the client's responsibility to ensure the hunt is booked. The final payment is due before the hunt begins and no later than upon arrival. Acceptable payment methods are cash, traveler's check, or certified check. Trophy fees are not included until animal has been harvested and will be paid in cash, in camp, prior to departure along with any added expenses.

- A. Outfitter represents and warrants to Client that it is licensed by all applicable national, state and local authorities to conduct the hunt(s) in accordance with all national, state and local laws, rules and ordinances applicable to the hunt(s).

- B. It is understood that this agreement does not constitute or imply any guarantee by Outfitter, the guides, or their employees or agents that any particular species of animal will be obtained by the Client. However, it is fully understood that reasonable effort to place the Client in an area and position where the animal sought, could be taken. THE FINAL DECISION TO TAKE THE ANIMAL IS THE SOLE DECISION OF THE CLIENT AND ANY ASSISTANCE REQUESTED FROM THE GUIDE IN ARRIVING AT THAT DECISION DOES NOT RELIEVE THE CLIENT FROM THEIR RESPONSIBILITY FOR THE CHOICE OF ANIMAL. THE HUNT IS COMPLETE UPON THE TAKING OF AN ANIMAL.
- C. Deposit is non-refundable, however the Outfitter will allow another hunter to be substituted by Client, provided this agreement is completed with the substitute hunter and there is sufficient time to obtain the necessary licenses and permits.
- D. The Outfitter's fee does not include the cost of any commercial transportation.
- E. If for any reason, the Client fails to arrive as scheduled, no adjustments or compensation will be made except at the Outfitter's sole discretion.
- F. RELEASE OF LIABILITY AND ASSUMPTION OF RISK. The Outfitter, guides, and their respective employees and agents shall maintain reasonable care and precaution for the safety of the client. However, the Client recognizes that they are taking part in an outdoor activity involving inherent and substantial risks and danger to persons and property. Client is aware that medical services or facilities may not be readily available during the participation of this engagement. Client does hereby accept and assume all risks involved in, or arising of, the activity that will be participated in. Outfitter advises and encourages Client to obtain insurances, which Client acknowledges is currently available from sources other than the Outfitter, for accidental death and disability, major medical, emergency medical evacuation, loss of personal property and trip cancellation. Client agrees that Outfitter shall not be responsible or liable in any way for any act, error, deficiency, omission, loss, injury, accident, illness, or death, arising out of the performance of engagement. Neither shall Outfitter be responsible or liable in any way for any act of God, strikes, embargoes, customs quarantines, customs regulations, and acts of governments, expenses or other causes beyond the direct control of Outfitter arising out of the performance of the engagement. Client expressly assumes the liability for all such risks and holds the Outfitter, the guide and their employees and agents harmless for any accidents, claims, losses, damages, expense of liabilities, including death, disability, injury, or loss or damage to Client or the Client's property, which may occur during this engagement. Outfitter is not responsible for the performance, actions, and/or inactions, of third parties Client engages for services collateral to this agreement, such as, but not limited to, travel arrangements, taxidermy work, and/or shipping of trophies, baggage, weapons and/or ammunition.
- G. Photography. Outfitter reserves the right to make use of any photography or film taken during this engagement by Outfitter's staff for general purposes without payment or permission.
- H. Jurisdiction. It is agreed by both parties that this contract shall be governed, interpreted, and enforced pursuant to the laws of the state of Oregon and the locality in which the hunt(s) take place, as shall the determination and resolution of any and all claims arising out of this agreement or of the activity engaged in.
- I. Any changes, modifications or alterations to this agreement must be made in writing and signed by the parties.
- J. **OTHER:**

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Outfitter Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Sales Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_