



Roosevelt Elk Outfitters, LLC Hunting Contract and Liability Waiver

Hunter:

1. This agreement entered between Roosevelt Elk Outfitters, LLC (herein after referred to simply as "REO") and the endorsed sportsman (hunter) set out all aspects of the complete agreement between the parties, and reflects the final agreement concerning the services to be performed and goods provided by REO as well as respective rights and duties of the parties. 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 Washington State. As such, this contract or any articles herein do not guarantee or promise the below undersigned a kill or a shooting.
2. Hunting Area: Southwest Washington State.
3. The following services and equipment provided by REO will be tailored by REO to the nature and types of the hunting lodge and terrain. Weather and other hunting conditions may require very basic and primitive facilities.
 - Sleeping, dining, and showering facilities.
 - A lodge/camp with food consisting of at least two "sit down" meals per day, plus a field type luncheon meal.
 - Game handling in the field.
 - Transportation to and from the hunting locations.
 - Game transportation to the lodge or a processing facility.
4. Hunters shall furnish:
 - Sleeping bag, towel, and other items of personal comfort.
 - Any other safety equipment desired to wear while on a bike, horse, ATV or in the field.
 - Weapon/bow and ammunition/arrows, which are legal for the taking of game in Washington and in hunt ready condition.
 - A Washington hunting license and tags specific for the species and season hunted.
5. Hunters shall at all times follow these rules/duties.
 - Conduct themselves in a polite manner.

- Practice bow/firearm safety.
 - Not consume alcohol during hunting hours, and not possess or consume non-prescription drugs during hunting hours or at any other time while with REO.
 - Observe all hunting and lodge rules as presented by REO either in writing or verbally.
 - Strictly adhere to all Washington State regulations pertaining to hunting and hunting safety (REO is a mandated reporter of hunting violations).
6. Prices and package fees. (Although it is not the intent of REO to nickel and dime our customers, it's important to keep costs reasonable by tailoring what we offer to our clients. Therefore, instead of raising prices to cover all the scenarios listed below, we feel it is important to itemize our fees to better serve our customers).
- A 50% deposit will be required at the time of initial booking if the hunt falls within a year's time, or if the hunt is more than 365 days out, then a minimum deposit of \$1,000.00 is required to reserve a spot.
 - Final payment must be made in the form of cash, credit card, and/or major brand travelers checks no less than 60 days prior to the scheduled hunt date unless otherwise approved by REO. Personal checks will not be accepted as final payment unless approved in advance by REO.
 - Cancellation policy: deposits represent reservation of space that is then unavailable to other hunters, and are not refundable unless the hunter cancels more than 365 days prior to the scheduled hunt.
 - If the hunter needs to reschedule and notifies REO before June 1st of their hunt year, REO will re-book their hunt to the earliest possible open spot in subsequent years.
 - Hunt prices and dates unless otherwise agreed upon in writing are listed on our website @ www.rooseveltelkoutfitters.com.
 - Transportation to and from the lodge/camp is the hunter's responsibility. We recommend renting a vehicle if flying.
 - There shall be no refund or prorating due to inclement weather nor if for any other reason beyond the control of REO the hunt is cancelled, in which case the hunter shall be asked to leave the lodge prior to the expiration of his/her hunt.
 - For any animal hunted on a trophy fee basis, the hunter shall pay the trophy fee when an animal is killed or wounded in any way.
 - All prices are in U.S. Dollars and there is an additional 8.2% sales tax.
 - If paying by credit card there is an additional 3.2% fee (vendor charges).
 - The cost of the hunt includes all meals and lodging while you are on your hunt and field preparation of your meat and/or trophies.
 - The cost of your hunt excludes fees for hunting licenses and tags, gratuities to guides, cook, meat butchering, taxidermy, shipping of meat and trophies, alcoholic beverages, travel to and from the lodge, accommodation and meals

prior to day 1 of the hunt (with the exception of dinner the night before the hunt starts) and after the last day of the hunt at noon, and extra trips to town for your personal needs.

- REO recommends hunters consider protecting their trip with a service such as travelguard.com (no affiliation).

7. The undersigned hunter understands and agrees that:

- Hunting activity involves certain inherent risk of loss or injury or illness including death that each hunter assumes that risk of loss and injury and illness and furthermore agrees to indemnify and hold harmless REO, it's employees, agents, contracted personnel, REO lessors, and all properties used to facilitate hunting and lodging activity from any liability, costs, claims and demands whatsoever, including costs of any legal action, including reasonable attorney fees.
- REO relies that you are an outdoors person and have sufficient hunting skills and abilities for the type of hunt booked; along with intimate knowledge of the operation of your weapon and that you are in good physical shape. All physical limitations or health problems must be made known to REO in writing as well as verbally to your guide. You must also assume all responsibility for such conditions and hold REO harmless thereto as described above and in the Waiver and Release Agreement.
- A shot that results in a wounded animal will be considered the end of the shooter's hunt at REO's discretion.
- The hunter and/or guest will read and sign the Waiver and Release Agreement if they wish to contract the services of REO and fax it or send it to REO at least 60 days in advance of your hunting trip along with final payment.
- Hereby give permission to REO to use pictures and name for future promotional and marketing purposes (e.g. website).
- Hunting procedures and activities by REO depend on weather, game conditions, skill and physical conditions of the hunters. REO may in its sole discretion, change the lodge/camp location, hunting areas and methods to best increase your opportunity to make your hunt successful including: biking, ground blinds, and tree stands.
- REO may, unless otherwise agreed upon, pair you with another hunter(s) that may be unknown to you with different skill, abilities, and conditioning.
- REO would like to have young hunters as part of the client base, and parents should consider maturity, physical ability, age, and hunting ability prior to booking a trip which includes a minor. In these cases, REO reserves the right to include/exclude minors on the hunt.

8. Each hunter acknowledges that he/she has read all of the information material sent by REO and read on the website including any REO brochures and date/price sheet pertaining to specific hunting dates, outfitter fees, license fees, transportation fees, accommodations, services provided, location and terrain description of hunting areas, weather considerations, game conditions, and the information received by telephone/text/email from REO. Where differences exist, this written contract controls. This agreement shall be binding upon the parties hereto, their heirs, representatives or agents and shall not be changed without the specific written approval of all parties.
9. Any lawsuit, judicial proceeding, or any other action concerning this contract or provisions hereof shall be instituted in the State of Washington, Thurston County.
10. Each hunter/guest agrees to not publically write, document or post in print, online, video or audio anything about their hunting trip, or anything about REO including but not limited to hunting locations, game densities, satisfaction, or impressions about the hunt and REO without the expressed written consent of REO.
11. Hunters/guests agree not to return to, near, around, or notify others about the areas in which they hunted or the surrounding areas within a 15 mile radius for a minimum of ten (10) years.
12. Outfitters in Washington State are neither licensed nor required to possess the minimum level of liability insurance. By signing below, the parties hereunto acknowledge that they understand all the terms of this contract and furthermore agree that this contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
13. Although REO may lease land or have hunt clubs available, REO does not guarantee a lease hunt or club membership as part of the package. There may be fees associated with a lease or hunt club outside of REO's control and in these instances the hunter can choose to participate or not. In addition, if you are hunting in an REO lease or hunt club, all lease and/or hunt club rules apply and are incorporated within this contract.
14. REO reserves the right to pair any two hunters that book a 2:1 hunt.



PURCHASE AGREEMENT

Hunt:

***Dates of hunt:**

*NOTE: Hunts are booked for dates that are consistent with Washington Department of Fish and Wildlife (WDFW) regulations and are subject to change by the WDFW. If this occurs after booking a trip, REO will notify you of the any date change(s) and give you the option to cancel your trip in which case you will receive a refund.

Hunt Price:

Deposit Amount:

Balance owed:

_____ Date: _____

Hunter/Guest

Paul Ockerman

Date: _____

REO representative



WAIVER AND RELEASE AGREEMENT

Please read carefully before signing

This is a release of liability and waiver of certain rights

In consideration for my being permitted to participate in the activities of Hunting and hiking, I agree to the following Waiver and Release:

I acknowledge that hunting and hiking has inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The risk of handling firearms and being near others that have firearms in their possession;
2. The risk of injury from ammunition and shot from other guns;
3. Walking in rugged country, including encounters with wildlife, animals and insects, and other hunters;
4. Inclement weather conditions;
5. The risk of injury from riding on a bicycle, all-terrain vehicle (ATV) or any vehicle used off the paved road, or livestock;
6. The risk of injury from the use of tree stands;
7. That hunting in this particular terrain is physically demanding, mentally challenging, and may include walking/hiking during darkness.
8. **There may be conditions outside of REO's control such as a virus and that I will take all necessary precautions to keep myself and others safe. I acknowledge that I may be required to take a test for a virus such as COVID 19 and will do so upon request of REO. I will also submit to screening, temperature checks, and/or any other precautionary measures while on my hunt when/if asked to do so by REO. I agree to hold REO harmless in the event I contract a virus.**

I understand the risks, hazards, and dangers as described above and have had the opportunity to discuss them with **Roosevelt Elk Outfitters, LLC**. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF **ROOSEVELT ELK OUTFITTERS, LLC** 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.

Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, IDEMNIFY AND HOLD HARMLESS **Roosevelt Elk Outfitters, LLC**, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related 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 **Roosevelt Elk Outfitters, LLC**, or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue **Roosevelt Elk Outfitters, LLC** as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of hunting and hiking.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WIAVER AND RELEASE AGREEMENT.

Date: _____

Signature: _____

Print Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email: _____

Please tell us about yourself

(This information is for the purposes of making your hunt, as well as others', as comfortable and safe as possible)

- D.O.B.
- Age:
- Height:
- Weight:
- Conditioning (excellent, good, moderate, fair, poor):
- Can you walk 3-5 miles on flat logging roads per day?
- Medical issues including disabilities:
- Will you hunt out of a blind?
- Will you hunt out of a tree stand?
- Are you willing to be left alone in a stand?
- Are you willing to ride a mountain bike?
- Are you picky about animal size (keeping in mind any Roosevelt bull is a trophy)?
- Do you snore?
- Do you have any special dietary issues?
- Shirt/Jacket size?