



CONTRACT AND LIABILITY WAIVER

HUNTING CONTRACT

1. This agreement, entered between Sawtooth Outfitters East or Sawtooth Outfitters West or Sawtooth Outfitters ULC or Grizzly Basin Outfitters ULC – (hereinafter referred to simply as Sawtooth Outfitters and Grizzly Basin Outfitters) and the endorsed sportsman sets 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 Sawtooth Outfitters or Grizzly Basin Outfitters 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 British Columbia. As such, this contract or any articles herein do not guarantee or promise the below undersigned a kill or a shooting.
2. Hunting Area: East Kootenay region of British Columbia, Canada – Rocky and or Purcell Mountain range.
3. The following service and equipment provided by Sawtooth Outfitters or Grizzly Basin Outfitters will be tailored by Sawtooth Outfitters or Grizzly Basin Outfitters 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 toilet facilities.
 - A camp with food consisting of at least two “sit down” meals per day, plus a field type luncheon meal.
 - Game handling in the field to the lodge or a processing plant transportation in the field, will be driven by Sawtooth Outfitters or Grizzly Basin Outfitters employees unless otherwise requested by the client.
 - Transportation to and from Cranbrook airport if you are arriving via air.
 - Livestock, such as horses and dogs. Horses will be utilized only as conditions require and solely at the discretion of Sawtooth Outfitters or Grizzly Basin Outfitters.
4. SPORTSMAN SHALL FURNISH:
 - Sleeping Bag, towel and other items of personal comfort.
 - Helmet and any other safety equipment if they desire to wear this while on a horse, ATV or in the field
 - Weapons and ammunition, which are legal for the taking of game in British Columbia.
5. SPORTSMAN’S DUTIES. ALL HUNTERS SHALL AT ALL TIMES:
 - Conduct themselves in a polite manner.

- Practice firearm safety.
- No consumption of alcohol during hunting hours, or possession of non-prescription drugs.
- Observe all hunting and lodge rules as presented by Sawtooth Outfitters or Grizzly Basin Outfitters either in writing or verbally.
- Strictly adhere to all Ministry of Wildlife regulations and British Columbia Statutes pertaining to hunting and hunting safety
- As required under the BC Wildlife Act, ensure that they sign an “End of Hunt Report” before departing.

6. **THE UNDERSIGNED SPORTSMAN UNDERSTANDS AND AGREES THAT:**

- Hunting activity involves certain inherent risks of loss or injury or illness that each hunter assumes that risk of loss and injury and illness and furthermore agrees to indemnify and hold harmless Sawtooth Outfitters or Grizzly Basin Outfitters , its employees, agents, contracted personnel and Sawtooth Outfitters or Grizzly Basin Outfitters 's Private or Corporate Property Lessors from any and all liability, costs, claims and demands whatsoever, including costs of any legal action, including reasonable attorney's fees.
- He or she will read and sign the WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT if they wish to contract the services of Sawtooth Outfitters or Grizzly Basin Outfitters and fax it or send it to us at least 30 days in advance of your hunting trip.
- Hereby give permission for Sawtooth or Grizzly Basin Outfitters to use picture and name for future promotional and marketing purposes (e.g., website, GOABC magazine)

7. **FINAL PAYMENT MUST BE MADE IN THE FORM OF CASH AND/OR MAJOR BRAND TRAVELERS CHECKS UPON ARRIVAL. Personal checks will not be accepted as final payment.**

- Deposits represent reservation of space that is then unavailable to other hunters, and are not refundable.
- There shall be no refund or prorating due to inclement weather nor if for any other reason beyond the control of Sawtooth Outfitters or Grizzly Basin Outfitters, the hunter shall be asked to leave the lodge prior to the expiration of his hunt.
- If a sportsman is unwilling to abide by all of the terms of this agreement and rules of the lodge, then, at the sole discretion of Sawtooth Outfitters or Grizzly Basin Outfitters the hunter shall be asked to leave the lodge and the hunt canceled with no refund.
- 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 IN U.S. DOLLARS, ADD 6% (12% for Canadian Residents) GST (GOODS AND SERVICES TAX) - unless otherwise stated**
 - **THE COST OF YOUR HUNT INCLUDES:** All meals and lodging while you are in the lodge, riding and pack horses when used, field preparation of your meat and trophies, pre-hunt acquiring of (not cost of) all licenses and tags, all necessary export permits, and assistance around Cranbrook/Kimberley, if necessary, to see butcher, taxidermist and/or Ministry of Environment for compulsory inspections.
 - **THE COST OF YOUR HUNT EXCLUDES:** Fees for hunting licenses and tags, Non-Resident Hunting Preservation Fund (NRHPF) of CND\$150.00, gratuities to guides, meat butchering, taxidermy, shipping of meat and trophies, alcoholic beverages, the Canadian Harmonized Sales Tax (HST) and all travel, accommodation and meals prior to Day 1 of hunt and after arriving in Cranbrook/Kimberley on the last day of hunt, extra trips to town for your personal needs.
 - Sawtooth Outfitters or Grizzly Basin Outfitters 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 Sawtooth Outfitters or Grizzly Basin Outfitters in writing as well as verbally to your guide. You must also assume all responsibility for such conditions and hold Sawtooth Outfitters or Grizzly Basin Outfitters harmless thereto as described above and in the WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.
 - Hunting procedures and activities by Sawtooth Outfitters or Grizzly Basin Outfitters depend on weather, game conditions, skill and physical conditions of the hunters. Sawtooth Outfitters or Grizzly Basin Outfitters may in its sole discretion, change the lodge location, hunting areas and methods to best increase your opportunity to make your hunt successful.
8. Each undersigned acknowledges that he has read all of the information material sent by Sawtooth Outfitters or Grizzly Basin Outfitters or read on the web site, including the brochure and date/price sheet pertaining to specific hunting dates, outfitter fees, license fees, accommodations, services provided, location and terrain description of hunting areas, weather considerations, game conditions, and hunting methods and agrees that the content of said material coincides with all the information received by telephone from Sawtooth Outfitters or Grizzly Basin Outfitters . 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 assigned 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 only in the Province of British Columbia.

10. Confidentiality: The hunter(s) hereby agree to not publically write, document or post in print, online, video or audio anything about their hunting trip with, or anything about Sawtooth or Grizzly Basin Outfitters including but not limited to hunting locations, game densities and satisfaction or impressions about the hunt without the expressed written consent of Sawtooth or Grizzly Basin Outfitters.

11. Outfitters are licensed and required to possess the minimum level of liability insurance and acknowledge that the activities of outfitters are regulated by the Laws of British Columbia_

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 Province of British Columbia, both as to its interpretation and performance.

DATE	NAME	SIGNATURE