

Client Name \_\_\_\_\_

Outfitter Copy

Client Copy

**T Bar M Outfitters LLC**  
Outfitters Registration No. 431  
**CLIENT / OUTFITTERS CONTRACT**

1. This contract is for the said protection of the undersigned Client as well as T Bar M Outfitters LLC, hereby referred to as the Outfitter. The signature of said Client and Outfitter are required on this document for a valid contract. Each party will retain a signed and dated copy.
2. It is the intent of the contract to provide the Client with a realistic understanding that the Outfitter will execute his duties as herein described to the best of his abilities to ensure an enjoyable outdoor ~~experience~~.
3. Certain trail, and or weather, conditions may render horseback travel unduly hazardous. The Outfitter may be forced to adjust outfitting schedules and or camp locations in order to avoid undue risks to Clients, horses, employees, etc.
4. It is understood by the Client that there is an implied risk when riding in rugged terrain.
5. Weather conditions are considered an act of God. The Outfitter will execute his duties as best as conditions permit.
6. 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.
7. Horses and mules provided by the Outfitter are the property of T Bar M Outfitters LLC. They have been selected for qualities that make them excellent mountain horses and mules. Each Client mount is equipped with a saddle, breast collar, croupier, saddlebags and rain slicker. All equipment will be in well maintained condition.
8. Livestock may not be mistreated, and will be handled by the Client only with the permission of the guide or Outfitter.
9. The Client will follow the advice of his guide. Riding activities without the supervision of said guide or Outfitter is strictly prohibited.
10. The Outfitter and guide will not be responsible for accidents resulting from the careless behavior of a Client or actions contrary to the directions of the Outfitter or guide.
11. The Outfitter provides complete camps equipped with tents, cots, sleeping pads, stoves and dining facilities unless otherwise agreed upon. Sleeping bags are not normally provided by the Outfitter. Special arrangement are required if sleeping bags are needed.
12. Three meals will be served for each full day's service. Breakfast is not provided on the first day of said excursion and dinner is not provided on the last day. The meals are prepared to provide more than ample nourishment for vigorous outdoor activity. Quality will be excellent.
13. The Outfitter operates according to the rules and regulations set forth by the Colorado Division of Wildlife, the U.S. Forest Service and the State of Colorado or any state or federal wildlife agency in jurisdiction. All Clients will follow in like manner as well as conduct themselves in a safe and sportsmanlike manner.
14. Each Client will have in their possession the appropriate license for the specie or species pursued, license costs are the responsibility of the Client.
15. The Outfitter will comply on an annual basis with the current laws governing outfitting and guiding activities on the state and federal lands.
16. The Outfitter and guide will possess current first aid cards issued by the American Red Cross.
17. The Outfitter's camps are located in historically productive areas selected for the normal populations of fish and or wildlife.

18. We do not guarantee a guest that he or she will catch fish or kill game. All of our services are fair chase. We pursue wild free ranging populations of game, and our success depends on factors not always in the control of the Outfitter and guide. Our percentages of success are among the very highest in the industry. Client references are furnished with each inquiry as to the nature of our services.
19. In any situation should arise contrary to the satisfaction of the Client, it should be brought to the Outfitter's attention immediately.
20. The Client will handle all firearms in a safe and sportsmanlike manner. No firearms will be carried on horseback with a live round in the chamber. All firearms must be completely unloaded in camp.
21. No alcoholic beverages may be consumed prior to the handling of livestock or firearms.
22. Any Client not adhering to any of the above regulations or otherwise not conducting himself or herself in a manner that enhances the well being of other individuals on said excursion will be required to leave or will be packed out at the earliest opportunity with subsequent services suspended and all monies forfeited.
23. The Client will bring sufficient but not excessive personal gear based on the instructions provided by the Outfitter.
24. The Client will complete and sign the attached health disclosure form. The Client understands that the Outfitter may, at his discretion, return any fees and decline to accept a Client for reasons stated on said health disclosure form.
25. The Client understands that he or she is responsible for his or her own lodging prior to and after said excursions, unless other arrangements have been made with Outfitter. Durango, Colorado, offers the most convenient lodging facilities.
26. Payment---  
The Parties agree that one-half the established excursion fee be paid as a deposit to confirm said reservation upon the signing of this contract. Two copies signed by the Outfitter will be provided in order that both parties will possess signed copies. The Client agrees to return one contract copy, one health disclosure form, and one release and waiver form, all signed and witnessed, with his or her deposit.
27. The balance of said excursion fee is due prior to departure on the first day of service. These monies are paid in the form of cash, travelers checks, or money order. Deposits less 10 percent may be returned if written notice of cancellation is received 90 days prior to scheduled trip date. If notice of cancellation is received after that date, deposits less 20 percent may be returned only if we can successfully rebook said trip with another Client(s). Otherwise, the deposit is forfeited in full.
28. I have read and do hereby agree to the terms of the above contract.

\_\_\_\_\_  
Outfitters Signature/Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Client Signature/ Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Consent Signature / Date  
Of Parent or Guardian for Clients under  
the age of 18

\_\_\_\_\_  
Witness Signature/Date

\_\_\_\_\_  
Printed Name