



RAGING POINT OUTFITTERS, LLC
616 N MOUNTAIN VIEW RD, STAR VALLEY, AZ 85541
RAGINGPOINTOUTFITTERSLLC@GMAIL.COM

CLIENT SERVICE CONTRACT

This AGREEMENT is made by and between Raging Point Outfitters, LLC, an Arizona limited liability company, hereinafter referred to as “RPO” and _____, “Client.” This agreement shall be effective when RPO has received Client’s deposit and this agreement is signed by both parties. The parties (RPO and Client) in consideration of the mutual promises contained herein, now agree as follows:

RPO AGREES TO:

Provide Client with hunt guide services to hunt _____ (Animal Species) for AZ Hunt No. _____ from _____ to _____.
Circle Method: Rifle Pistol Muzzleloader Archery

Provide the Client with a suggested list of equipment, clothing and personal effects needed for the hunt; regulations, necessary application forms and other reasonable information pertaining to the hunt.

Provide one licensed Guide per _____ hunters unless otherwise specified and agreed upon.

Provide necessary equipment and gear except firearms, ammunition, sleeping bags, personal gear, hunting licenses, hunting permits, taxidermist fees, meat processing and liquor unless specifically agreed to in writing by RPO.

Provide camp accommodations to include trailers or tents with cots and stoves, toilet facilities and necessary supplies, food and equipment necessary to conduct the agreed upon hunt.

Pay all State land use permits and daily use fees except as noted below for hunt fees and kill fees to private land owners if applicable and detailed below.

Client is scheduled to arrive on, _____ and depart on _____. The parties understand that, notwithstanding the specified dates, the dates of the trip may change for reasons beyond the control of RPO. A representative of RPO agrees to meet client(s) at the designated pick up point in Payson, Arizona or _____ at the agreed upon date of arrival. Client is responsible for all costs to and from Payson or other designated pick up point and any costs incurred while in the designated pick up location. RPO will make all reasonable efforts to transport client(s) as soon as possible to the agreed upon camp location at its expense. **Client agrees to pay all associated costs if client elects to depart early or to stay longer than scheduled.** No refund is given by RPO to client for weather delays incurred when traveling to, from or in the field.

THE CLIENT SHALL AT ALL TIMES:

Conduct themselves in a courteous manner.

Practice firearm safety.

Accept and abide by the provisions of this agreement, pay all fees when due and furnish all required information by the dates requested. Client agrees to fully fill out all forms correctly and truthfully.

Hunt in a manner consistent with Arizona Fish and Game laws and regulations and abide by camp and hunt rules as directed by RPO. Client understands they are personally responsible for any violations committed by Client.

Be in good physical condition to be able to hunt the area and species involved.

Clients will complete and sign this Service Contract, as well as the Release of Liability, Hold Harmless and Alternative Dispute Resolution forms attached, and will disclose all physical restrictions on the Medical Conditions form when returning this contract. Client understands that notwithstanding any other provisions of this contract, RPO may, at its sole discretion, return any fees and decline to accept Client.

Client agrees that she/he assumes the risk of hunting based upon disclosed or undisclosed conditions.

Client understands that RPO will make all reasonable and legal efforts to make this a successful hunt trip but because of the unpredictable nature of weather and animal movement, success cannot be guaranteed. That is why it is called hunting instead of killing. RPO will attempt, within reason, to accommodate clients with limited physical ability.”

Client will not consume any alcoholic beverages during the hunting day or otherwise until all firearms are unloaded and stored for the day otherwise RPO may refuse to take the client hunting that day.

Client will read, sign, understand and accept the Release, Hold Harmless Agreement and Alternative Dispute Resolution forms, and return the same with this contract.

FEES AND CONDITIONS:

In consideration of RPO providing the services as set forth herein (including attachments), the Client agrees to pay RPO the sum of _____.

The contract will be null and void and in no way binding on RPO unless accepted by RPO at its sole discretion. Total deposit will equal 50% of total hunt price. Reservations for a specific hunt or for specific days are accepted on a first come, first serve basis only, based on receipt of deposit and completed service contract. If full when received, RPO may return Client's deposit and cancel this contract without penalty.

The hunt balance of \$_____ shall be paid 30 days prior to arrival with a bank check, money order or good personal check. (Prior payment by check is required due to bank check fraud and the difficulty of verifying a check's validity from camp.) **The balance may also be paid upon arrival in camp with cash only.** In no case will the Client be allowed to participate in, nor be provided with any services by RPO until RPO has received payment in full with funds as stated above.

The cost of the hunt excludes fees for hunting licenses and tags, gratuities to guides, meat butchering, taxidermy, shipping of meat and trophies, alcoholic beverages and all travel, accommodations and meals prior to the first day of the hunt. RPO makes no recommendations and has no expectations regarding guide gratuities. Guests that may not be familiar with customary etiquette for tipping a hunt guide are urged to consult the following websites: <https://outdoor-international.com/tips-guide>; <https://www.rmef.org/elk-network/proper-etiquette-tipping-elk-guide>.

RPO places its base camps in strategic locations known to hold huntable populations contracted for. SAFETY IS ALWAYS OUR FIRST PRIORITY. Client must pay for all extra services not covered under the hunt fees such as meat or trophy shipment, handling or packaging fees not covered by RPO before leaving Camp or Point of Departure as would be reasonable. For shipment of any items at the Clients request and delivered to a requested shipper by RPO personnel in acceptable condition; RPO shall not be liable for shipper's negligence, non-performance, abuse or damage. RPO will strive to minimize extra costs and to inform Client of amount of potential costs where reasonable and practical; however this does not eliminate nor reduce Client's responsibility.

All monies deposited shall be held by RPO for and on behalf of the Client and applied against the total fee. In the event the Client terminates this agreement, or fails to make final payment, the deposit may be retained by RPO as its sole and exclusive remedy as liquidated damages, but not as a penalty inasmuch as the parties mutually agree that RPO damages may be difficult to ascertain. In the alternative, if Client does not pay all fees when required, RPO may treat this contract as being in full force and effect and maintain an action for damages against Client for all costs expended by RPO in

preparation for said trip. In such event, Client agrees that she/he will be responsible for all costs and damages proven by RPO, including attorney fees. However, RPO may, at its discretion, allow the Client to apply a forfeited deposit towards a trip at a later date, said date to be mutually agreed upon by RPO and Client.

In the event that after the hunt starts, the Client should desire to terminate the hunt or depart earlier than planned, RPO will, consistent with the rights and convenience of the remaining hunters and RPO, endeavor to transport the Client out of the hunt area. Any costs incurred for any unscheduled departures are the sole responsibility of the Client. Client acknowledges and understands that in such event, the decision as to when the Client will be transported out, will be at the sole discretion of RPO, and under such circumstances, the Client shall not be entitled to a refund of any portion of the fee.

In the event the Client defaults in the performance of any of his/her obligations, from and after the date of arrival, either at the base camp or at such locations of pickup of the Client by RPO, including health and safety rules, violations of laws, regulations, or rules set forth by RPO, Client's right to participate further in the trip may be forthwith terminated at the sole option of RPO, and the Client returned to any such place as is the responsibility of RPO. Any costs incurred by RPO for terminating said hunt will be the sole responsibility of the Client. Under such circumstances, the Client shall not be entitled to a refund of any portion of the fee.

In the event RPO materially defaults in the performance of its obligations hereunder due to circumstances other than weather, an act of God or governmental action beyond its control, the Client shall be entitled only to a return of the pro rata portion of this fee for the percentage of the trip not completed. In the event RPO is unable to perform all or any portion of its obligations hereunder, for reasons beyond RPO control due to weather, an act of God or governmental action, the Client, as provided above, shall not be entitled to any portion of his fee refunded.

DISCLOSURE, DISCLAIMER AND WAIVERS:

The Client acknowledges that she/he has signed, understood and read the Release of Liability, Hold Harmless Agreement and Alternative Dispute Resolution incorporated herein and further acknowledges that the risk associated with conditions of the hunt area, the elevation, weather conditions, unavailability of immediate professional medical attention, travel by foot or vehicle, and the handling of firearms in the hunt area by persons within or outside RPO camp(s) are substantial, and that while RPO will attempt through ordinary and reasonable care, to minimize the risks, such risks are specifically assumed by the Client.

MISCELLANEOUS:

Any attachment or addendum signed by both the Client and RPO shall be a part of this agreement and be incorporated herein by reference as if set forth verbatim. In the event that any provisions contained in such attachment or addendum are contrary to or inconsistent with any provisions set forth herein, the provisions of the attachment or addendum shall supersede and prevail over any such provision.

This contract's typed print may not be modified or amended by anyone other than RPO or the licensed guide hired by RPO who is conducting the hunt under his guide license and in his guide use area. Changing the typed print in any respect whatsoever nullifies the change and is not binding upon RPO and RPO may retain all monies paid as damages for deception. **Changes or modifications are to be done in obvious handwriting in the appropriate location or below in the Specific changes/clarifications section.** Guides and other employees and agents of RPO do not have authority to modify or change this agreement which can only be modified or changed by Anthony Alvarez, Manager of Raging Point Outfitters, LLC, except as noted above (a licensed hunt guide hired by RPO who is contracting and conducting the hunt under his guide license and in his guide use area).

This agreement is deemed made at RPO's place of business in the State of Arizona, and shall in all respects be governed by the laws of the State of Arizona. Any action brought by either party to enforce any of the terms or conditions of this agreement shall be brought only in Gila County, Arizona. Each party consents to the exclusive jurisdiction and venue of the appropriate court in Gila County, Arizona.

In consideration of RPO providing optics, radios or like equipment for client's use; client agrees to accept all liability associated with using them, including injury to ones self or others and damage to equipment or other property caused by the client's use of equipment. Payment is due upon presentation orally or in writing of fair damages due.

Specific changes and/or clarifications to contract: This hunt/trip is booked as a 1 guide/____hunter/s.

Any wounded game is considered killed game. For the purposes of the service contract, the hunt is over when the animal has been taken.

The fee for any non-hunter client (observer, photographer, etc.) shall be \$_____.

Client is solely responsible for acquiring and paying for all license and tag costs. If during the hunt; client requests and desires additional permits and or tags and RPO must incur an additional expense delivering the tag, client agrees to reimburse RPO for fair delivery costs.

IN WITNESS WHEREOF, the undersigned accept this Client Service Contract on the dates indicated, the last such date governing the effective date of said agreement.

Print Name _____

Driver's License Number, State _____ DOB _____,

Address _____

City _____ State _____ Zip. _____

Home Phone _____ Business/Cell Phone _____

E-Mail _____

Address _____

Signature _____ Date _____

Accepted by Raging Point Outfitters, LLC on the day of ____/____/____.

Signature: _____

A Deposit in the amount of _____ was received by _____ on _____. Pursuant to state laws, RPO is bonded and required to possess the minimum level of liability insurance and that the activities of RPO are regulated by the State of Arizona.

I Do / Do Not give (cross out one) RPO permission to use photos and video of me and game for promotional purposes.



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**RELEASE OF LIABILITY, HOLD HARMLESS AGREEMENT &
ALTERNATIVE DISPUTE RESOLUTION**

Please read carefully before signing. This is a release of liability and waiver of certain legal rights

In consideration for my being permitted to participate in the activities of hunting and other outdoor recreational activities with Raging Point Outfitters, LLC (RPO), I agree to the following Waiver and Release:

I acknowledge that hunting and other outdoor recreational activities have 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 and discharging firearms and being near others that have firearms and ammunition in their possession;
2. Walking in rugged country, including encounters with wildlife, animals and insects;
3. Inclement weather conditions;
4. The risk of injury from the use of tree stands.
5. Traveling in all terrain vehicles on both improved and unimproved roads and trails.

I understand the risks, hazards, and dangers of hunting and have had the opportunity to discuss them with RPO. 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 that 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 RPO 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.

I, for myself, my heirs, successors and executors, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS RPO, its members, 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, arise out of, or are in any way connected with my participation in this activity 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 or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of RPO or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree not to bring legal action as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of RPO.

Any dispute arising out of the Client Service Contract with RPO shall be determined by final, binding, non-appealable arbitration in Gila County, Arizona. Each party to such dispute shall select one arbitrator. Within five (5) days, including weekends and holidays, after the party demanding arbitration notifies, by mail, fax, or email, the opposing party of the dispute, the opposing party shall select an arbitrator and notify the party demanding arbitration of the selected arbitrator. If the opposing party does not timely select an arbitrator, the party demanding arbitration shall request that a Gila County Superior Court Judge make the selection of the second arbitrator. The opposing party shall not have the right to make that selection after a request is filed with a Gila County Superior Court Judge. The two selected arbitrators shall select one other arbitrator, who shall act as chairperson. If the two arbitrators selected by the parties cannot agree on the third arbitrator within ten (10) days, either party may request that a Gila County Superior Court Judge make the selection of the third arbitrator. The dispute shall be decided by hearing in Gila County, Arizona within thirty (30) days of receipt of a written request for arbitration. The arbitrators shall decide the dispute by written award within five (5) days of the hearing. The arbitration panel is authorized to award the prevailing party all costs and attorney's fees.

Judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The undersigned Client understands and agrees that this agreement to arbitrate waives legal rights by both client and RPO, including the right to a jury trial. Although this arbitration does not involve discovery, a Court, a Judge, a jury, or an appeal, arbitration is less expensive, private, and quicker to obtain a final resolution.

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

Date

Signature

Print Name

Mailing Address

City State Zip

Phone Number



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MEDICAL & PHYSICAL CONDITION INFORMATION FORM

CLIENT NAME: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
TELEPHONE: _____ OCCUPATION: _____
AGE: _____ HEIGHT: _____ WEIGHT: _____
HUNTING EXPERIENCE: _____

I, _____, (CLIENT) AS LAWFUL CONSIDERATION FOR CONTRACTING RAGING POINT OUTFITTERS, LLC (RPO), FURNISH THE FOLLOWING MEDICAL, HEALTH AND DIETARY INFORMATION TO RPO WHICH I STATE TO BE TRUE AND CORRECT, AND ACCEPTING RESPONSIBILITY FOR FAILURE TO DISCLOSE ANY CONDITION OR NOT FULLY STATING SUCH CONDITION. I UNDERSTAND THAT I MUST FURNISH COMPLETE INFORMATION TO INCLUDE PHYSICIAN'S REPORTS IF THE CONDITIONS WOULD OTHERWISE BE CONSIDERED TO BE DETRIMENTAL TO MY HEALTH IF NOT DISCLOSED. I WILL ATTACH OTHER SHEETS IF NECESSARY TO FULLY DISCLOSE MY CONDITION(S).

1. DO YOU SUFFER FROM ANY VISION PROBLEMS THAT WOULD IN ANY WAY COMPROMISE YOUR ABILITY TO HUNT SAFELY? _____ YES _____ NO. IF YES, DESCRIBE YOUR VISION ISSUES:

2. HAVE YOU EVER HAD OR BEEN DIAGNOSED AS HAVING HEART OR CORONARY ARTERY DISEASE? _____ YES _____ NO. IF YES, DESCRIBE ANY LIMITATIONS ON ACTIVITIES, MEDICATIONS OR OTHER RELEVANT INFORMATION:

3. DO YOU SUFFER FROM HIGH BLOOD PRESSURE? _____ YES _____ NO. IF YES, DESCRIBE ANY LIMITATIONS ON ACTIVITIES, MEDICATIONS OR OTHER RELEVANT INFORMATION:

4. HAVE YOU EVER BEEN EXPOSED TO HIGH ALTITUDE: _____ YES _____ NO. HAVE YOU EVER HAD ALTITUDE SICKNESS: _____ YES _____ NO. IF YES, PLEASE DESCRIBE THE SYMPTOMS:

5. ALLERGIES (INCLUDING ALLERGIC REACTIONS TO SPECIFIC MEDICATIONS) OR OTHER PHYSICAL CONDITIONS THAT REQUIRE SPECIAL ATTENTION OR MEDICATION: _____ YES _____ NO. IF YES, DESCRIBE CONDITION AND/OR MEDICATION: _____

6. DIETARY RESTRICTIONS:

7. DO YOU SUFFER FROM ANY CONTAGIOUS BLOOD, KIDNEY OR INTESTINAL DISEASES OR INFECTIONS? _____ YES _____ NO. IF YES, PLEASE EXPLAIN: _____

8. ANY OTHER CONDITION THAT REQUIRES TAKING OF DAILY MEDICATIONS OR CARRYING OF SPECIAL MEDICATION OR EQUIPMENT? _____ YES _____ NO IF YES, DESCRIBE THE CONDITION, MEDICATION, OR EQUIPMENT REQUIRED, ANY RESTRICTIONS CAUSED BY THE SAME AND ANY SPECIAL INSTRUCTIONS NEEDED BY THE OUTFITTER: _____

I understand that prescriptions will be hard if not impossible to fill, so I will bring all my own personal prescribed medication in sufficient quantities for my stay including weather delays.

SIGNATURE _____

DATE _____

PRINT NAME



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**RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT
FOR MINOR GUESTS**

Please read carefully before signing. This is a release of liability and waiver of certain legal rights. If the guest is under eighteen years of age, a parent, guardian or custodian must sign the following indemnification:

INDEMNIFICATION

In consideration for the minor identified below being permitted by Raging Point Outfitters, LLC to participate in the activities of hunting and other outdoor recreational activities which include, without limitation, the use of its services and equipment, I agree to the following waiver, release, and indemnification:

The undersigned parent, guardian or custodian of the above minor, for himself/ herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to hold harmless, indemnify and forever defend Raging Point Outfitters, LLC its managers and members, agents, employees and volunteers from and against any and all claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), made or brought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of hunting and other outdoor recreational activities, and his or her use of the property, if any, and facilities of Raging Point Outfitters, LLC, its members, agents, employees and volunteers. I, for myself and on behalf of said minor, further agree not to bring legal action against Raging Point Outfitters, LLC as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of hunting and other outdoor recreational activities.

Date

Signature of Parent, Guardian or Custodian of Minor

Print Name of Parent, Guardian or Custodian of Minor

Print Name of Minor

Minor's Date of Birth

Date

Witness