

Lone Sage Outfitters, LLC

Lone Sage Outfitters, LLC Hunting Contract and Liability Waiver

Hunter: _____

1. This agreement between Lone Sage Outfitters, LLC (hereinafter referred to simply as “LSO”) and the endorsed 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 LSO 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: _____
3. Hunters shall furnish:
 - Safety equipment desired to wear while in field.
 - Shotgun and ammunition, which are legal for the taking of upland birds and waterfowl in Washington and in hunt ready condition.
 - A Washington hunting license and tags specific for the species and season hunted.
 - Washington requires 400 square inches of Hunter Orange.
4. Hunters shall at all times follow these rules/duties.
 - Conduct themselves in a polite manner.
 - Practice firearms safety at all times.
 - Not consume alcohol during hunting hours, and not possess or consume non-prescription drugs during hunting hours or at any time while with LSO.
 - Strictly adhere to ALL Washington State Regulations pertaining to hunting and hunting safety (LSO is a mandatory reporter of hunting violations.)
 - Birds will never be shot while they are on the ground.
 - Prices and fees. A 50% deposit will be required at the time of initial booking, and the final payment must be made in the form of cash, check, or credit card the morning of the hunt-date, unless otherwise approved by LSO.
 - Hunt prices and dates unless otherwise agreed upon in writing are listed on our website at www.lonesageoutfitters.com.

- Hunters may bring one (1) extra non-hunting person to the hunt if approved prior to the hunt for a fee of \$100.00.
- Transportation to and from the hunting location is the hunter's responsibility.
- 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 any other reason beyond the control of LSO.
- All prices are in U.S. Dollars.
- If paying by credit card there is an additional 2% fee (vendor charge).
- The cost of the lunch includes lunch and beverages while you are on your hunt.
- The cost of your hunt excludes fees for hunting licenses, land trespass fees, and gratuities to guide.

5. The undersigned hunter understands and agrees that:

- Hunting activity involves certain inherent risk of loss, injury and/or illness including death that each hunter assumes that the risk of loss and injury and illness and furthermore agrees to indemnify and hold harmless LSO, its employees, agents, contracted personnel, LSO lessors, and all properties used to facilitate hunting from any liability, costs, claims and demands whatsoever, including costs of any legal action, including reasonable attorney fees.
- _____
- LSO relies that you are an outdoors person and have sufficient hunting skills and abilities for the type of hunt booked; along with the intimate knowledge of your hunting weapon, and that you are in adequate physical shape. All physical limitations or health problems must be made known to LSO in writing as well as verbally to your guide. You must also assume all responsibility for such conditions and hold LSO thereto as described above and in the Waiver and Release Agreement. _____
- The hunter and/or guest will read and sign the Waiver and Release Agreement if they wish to contract the services of LSO and have it in hand the morning of the hunt with final payment.
- Herby give permission to LSO to use pictures and name for future promotional and marketing purposes (e.g. Website).
- Hunting procedures and activities by LSO depend on weather, bird conditions, skill, and physical condition of the hunters. LSO may in its sole discretion, change the hunting areas and methods to best increase your opportunity to make your hunt successful.
- LSO would like to have young hunters as a part of the client base, and parents should consider maturity, physical ability, age, and hunting ability prior to booking each trip which includes a minor. In these cases LSO reserves the right to include/exclude minors on the hunt.

6. Each hunter acknowledges that he/she has read all of the information material sent by LSO and read on the website including any LSO brochures and date/rates sheet pertaining to specific hunting dates, outfitter fees, license fees, services provided, location and terrain description of hunting areas, weather considerations, and the information received by telephone/text/email from LSO. 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.

7. Any lawsuit, judicial proceeding, or any other action concerning this contract or provisions hereof shall be instituted in the State of Washington, Spokane County.
8. Each hunter/guest agrees to not publically write, document, post online, media, to include audio/video anything about their hunting trip, or anything about LSO including but not limited to hunting locations, bird densities, satisfaction, or impressions about the hunt with LSO without the expressed written consent of LSO.
9. Hunters/guest agree to not return to, near, around, or notify others about the areas in which they hunted or the surrounding areas within a 10 mile radius for a minimum of five (5) years.
10. Outfitters in Washington State are neither licensed nor required to possess a minimum level of liability insurance. By signing below, the parties hereunto acknowledge that they understand all 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.

Lone Sage Outfitters, LLC

WAIVER AND RELEASE AGREEMENT

Please read carefully before signing

This is a release of liability and wavier 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 the hunting and hiking has inherent risks, hazards, and dangers for anyone that cannot be eliminated, particularly in a wilderness environment. I UNDERATAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WIHTOUT 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. That hunting in this particular terrain is physically demanding, mentally challenging, and may include walking/hunting during darkness; _____

I understand the risks, hazards, and dangers as described above and have had the opportunity to discuss them with **Lone Sage Outfitters, LLC**. I understand that these activities may require 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 **LONE SAGE 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, IDMNIFY AND HOLD HARMLESS **LONE SAGE 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 **Lone Sage Outfitters, LLC**, or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree to not sue **Lone Sage Outfitters, LLC** as a result of injury, paralysis, or deaths suffered in connection with my use and participation in the activities of hunting and hiking.

I HAVR CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAVIER AND RELEASE AGREEMENT.

Date: _____

Signature: _____

Print Name: _____

Mailing Address: _____

City: _____ State: ____ Zip: _____

Phone: _____

Email: _____

If under eighteen years of age, a parent, guardian, or custodian must sign the following indemnification.

INDEMNIFICATION

In consideration for the above minor being permitted by **Lone Sage Outfitters, LLC** to participate in the activities of hunting and hiking which include, without limitation, the use of its services, animals, and equipment, I agree to the following wavier, release, and indemnification.

The undersigned parent, guardian, or custodian of the above minor for himself/herself and on behalf of said minor, herby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend **Lone Sage Outfitters, LLC**, their directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE 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 hiking and his or her use of the property, animals, if any, and facilities of **Lone Sage Outfitters, LLC**. I, for myself and on behalf of said minor, further agree not to sue **Lone Sage 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 hiking.

Print Name of Minor: _____

Date: _____

Signature of Parent, Guardian, or Custodian of Minor: _____ Date: _____

Signature of Witness: _____ Date: _____