



P.O. Box 71-Chacon, NM-87713

(505) 429-2887

sierrablancaoutfitters.com

HUNTING AGREEMENT

This agreement (herein referred to as "AGREEMENT") is entered into by and between Sierra Blanca Outfitters, (herein referred to as "OUTFITTER") and, _____, (herein referred to as "HUNTER"). The purpose of the AGREEMENT is to set forth the mutual convenience, considerations, and understandings, whereby HUNTER shall be provided the right to engage in a hunt sponsored by OUTFITTER, Unit _____ located in the vicinity of Mora, New Mexico. By the execution of this AGREEMENT, HUNTER acknowledges receipt of and hereby agrees to abide by the rules and regulations of OUTFITTER, and the hunting rules and safety regulations issued by the New Mexico Department of Game and Fish which are hereby incorporated by reference as part of the AGREEMENT.

Section I - HUNTING PERIOD

The hunting period shall begin on _____, 20_____, and end at nightfall on _____, 20_____ the hunt (herein referred to as "HUNT"). This HUNT is solely for the legal, fair chase pursuit conducted in designated areas. No change in the hunting dates shall be allowed or honored unless confirmed in writing by the OUTFITTER.

Section II - PAYMENT/PACKAGE

HUNTER hereby agrees to pay OUTFITTER \$_____, plus tax (8.175%), for the _____ HUNT. Neither hunting dates, nor reservation shall be honored by OUTFITTER until this AGREEMENT is signed by the HUNTER. An initial deposit is acceptable in the amount of \$_____. Airport services are available for arrival and departure for a fee of \$125.00 per HUNTER. Initial _____ for this service. Personal and rental vehicles are sole responsibility of HUNTER. Other offers also included in your hunt package are:

- 2X1 Guided 1x1 Guided Lodging Food
 Trophy Care Other: _____

Section III - DURATION OF AGREEMENT AND LICENSES

This AGREEMENT shall commence upon the date of written confirmation by OUTFITTER and shall continue in force until the conclusion of the HUNT and egress by HUNTER from _____. HUNTER shall reserve this right to cancel this AGREEMENT in writing at any time with OUTFITTER's right to retain all funds paid by HUNTER to OUTFITTER as of the date of HUNTER's cancellation. OUTFITTER may cancel this AGREEMENT at any time as the result of HUNTER's failure to abide by the rules and regulations of the OUTFITTER. In the event HUNTER is unable to make the HUNT as the result of personal emergency, the HUNTER shall have the option to substitute a third party acceptable to OUTFITTER provided such substitute third party agrees in writing to be bound by all terms and conditions of this AGREEMENT.

OUTFITTER reserves the right to assign this AGREEMENT to a responsible third party outfitter in the event, at OUTFITTER's sole discretion, such assignment would result in a more professional hunt for the HUNTER and would be in the best interest of OUTFITTER. **ALL DEPOSITS AND PAYMENTS ARE NON-REFUNDABLE.** *Transfers are at the sole discretion of OUTFITTER. HUNTER understands and agrees that, at HUNTER's sole expense, shall be responsible for obtaining and paying all necessary game licenses and permits. OUTFITTER shall provide reasonable assistance to HUNTER, upon request, regarding game licenses and permits.

Section IV – REPRESENTATIONS OF HUNTER

HUNTER warrants and represents to OUTFITTER that HUNTER possesses hunting skills and physical condition to participate in the HUNT in rugged mountain terrain at altitudes of approximately 6,000-10,000 feet. HUNTER further acknowledges that the remoteness and location of the HUNT significantly limits the availability of trained medical care or facilities. OUTFITTER has no responsibility to provide anything more than the simplest form of first aid. Due to the remoteness of the hunting area, HUNTER acknowledges that it could take several hours for HUNTER to obtain medical services or facilities. HUNTER agrees and warrants that HUNTER shall take full responsibility for providing and taking all prescribed medications.

Section V – REPRESENTATIONS OF OUTFITTER

HUNTER understands and agrees that OUTFITTER has no responsibility for, or control over the weather, game availability, or the physical conditions that may be encountered during the term of this AGREEMENT. OUTFITTER agrees to use reasonable efforts and knowledge, in light of the conditions, to make the HUNT a memorable and enjoyable experience.

Section VI – ASSUMPTION OF RISK

By the execution of this AGREEMENT, HUNTER warrants and acknowledges that the activities contemplated herein involve substantial risk and danger of injury to HUNTER, HUNTER's property, and to others. HUNTER hereby assumes all responsibility, risk, and liability for bodily injury, death and loss of personal property of HUNTER, including any and all expenses any way connected with the performance and operations to be carried out under the terms of this AGREEMENT, or whatsoever nature, unless said injury, death or damages is the sole result of the gross negligence of OUTFITTER.

HUNTER hereby agrees to indemnify and hold OUTFITTER, its agents, and employees harmless from all liability, loss, cost, expense, or damages as a result of claims, demands, costs or judgments by HUNTER or any one claiming by, through, or on behalf of HUNTER, including heirs and legal representatives of HUNTER, arising out of the execution of this AGREEMENT or in any way connected with the performance or operations to be carried out under this AGREEMENT including transportation to and from the HUNT either on or off OUTFITTER's location including claims of negligence.

Section VII – FIRST BLOOD / RESPONSIBLE HUNTING POLICY

If a HUNTER shoots at and draws blood from an animal, the HUNT for that particular species is considered complete after 24 hours of searching for the wounded animal, even if the HUNTER does not retrieve the animal. Of course, we will do what we can within reason to help the HUNTER retrieve the animal without disrupting the property, current, and future hunter's. We adopted this policy largely to discourage irresponsible, low-percentage shots on animals and poor marksmanship due to lack of preseason practice. HUNTER's who draw blood and don't harvest their animal may have the option to negotiate a HUNT on a new animal for \$1,000.00. Please enjoy your HUNT and take responsible shots. It is our goal to celebrate your harvested trophy after your shot is taken.

HUNTER COVENANTS THAT HE OR SHE HAS FULLY READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT. CONTRACT WILL NOT BE ENFORCED UNTIL THE DEPOSIT IS RECEIVED BY OUTFITTER. REMAINING BALANCE IS DUE THIRTY (30) DAYS FROM HUNT DATE. NOTE: IF YOU ARE SATISFIED WITH YOUR HUNT, PLEASE TIP YOUR GUIDE. INDUSTRY STANDARD IS 10% OF THE COST OF THE HUNT.

HUNTER SIGNATURE

ADDRESS

CITY

STATE

ZIP

TELEPHONE NUMBER

EMAIL ADDRESS

SIGNED ORIGINAL ON THIS _____ DAY OF _____, 20 _____.

**SIERRA BLANCA OUTFITTERS WOULD LIKE TO THANK YOU FOR CHOOSING US AS
YOUR PREMIER NEW MEXICO OUTFITTER!**

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Accepted on this _____ day of _____, 20 _____

By Sierra Blanca Outfitters representative

OUTFITTER, GUIDE, OR AGENT SIGNATURE

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Please provide information listed if Sierra Blanca Outfitters is assisting in state license purchased through New Mexico Department of Game and Fish.

Height: _____ Weight: _____ Eye Color: _____

Hair Color: _____ Last 4 of SSN: _____ DOB: _____

You can either provide us with your credit card information here or contact us by phone with this information.

CC#: _____ Expiration Date: _____

CVV code: _____ Billing zip code: _____

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