

# Outfitter/Hunter Agreement

This contract for services is made in between:

Willow Creek Outfitters Ltd. (WCO) Box 913 Nanton,  
Alberta, Canada T0L 1R0

And

("Hunter") \_\_\_\_\_

## CONTACT INFORMATION

### ADDRESS

Street \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Postal/Zip code \_\_\_\_\_

### PHONE NUMBERS

Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

### EMERGENCY CONTACT

Name \_\_\_\_\_

Relationship \_\_\_\_\_

Phone Number \_\_\_\_\_

### PERSONAL INFORMATION

Date of Birth \_\_\_\_\_

Height \_\_\_\_\_

Weight \_\_\_\_\_

ALBERTA W.I.N. NUMBER \_\_\_\_\_

If you do not have a WIN number (Wildlife Identification Number) from a previous hunt in Alberta apply online at [www.albertarelm.com](http://www.albertarelm.com) We will need this to purchase your Alberta hunting license. When you get your newly acquired WIN#, add it to your hunt contract.

Whereas, WCO owns or leases certain Government of Alberta Big Game Hunting Allocations ("allocations") that provide WCO with the ongoing right to provide outfitting and guiding services to non-resident and non-resident alien hunters, and whereas WCO is in the business of providing big game hunting experiences to hunters in various Wildlife Management Units ("WMUs") in Alberta, and whereas Hunter is desirous of participating in a big game hunting experience in Alberta, now therefore WCO and Hunter hereby enter into this contract under the following terms and conditions:

WCO agrees to provide outfitter services for the duration of the big game hunting experience, hereinafter called the "Hunt", to Hunter as follows:

### HUNT INFORMATION AND DATES

Hunt \_\_\_\_\_

Number of hunting days \_\_\_\_\_

Hunters per guide \_\_\_\_\_

**HUNT INFORMATION AND DATES (continued)**

Fly into Calgary on \_\_\_\_\_

Pick up at hotel at 1pm on \_\_\_\_\_

Drop off the afternoon of \_\_\_\_\_

Fly out of Calgary \_\_\_\_\_

**HUNT COST AND PAYMENT SCHEDULE**

Hunt Cost- \$ \_\_\_\_\_

5% GST- \$ \_\_\_\_\_

License and Allocation Fees- \$ \_\_\_\_\_

TOTAL HUNT COST - \$ \_\_\_\_\_

**DEPOSIT POLICY**

- TO SECURE HUNT, ALL DEPOSIT CHECKS ARE TO BE SENT WITH THIS COMPLETED CONTRACT
- A deposit check of 25% of the hunt cost is required to book a hunt
- A second deposit check of 25% post dated for January 15 (fall hunt) or Dec. 01 (spring hunt) of the hunt year
- The final 50%, GST tax and licence fees postdated for July 01 (fall hunt) or Mar. 1 (spring hunt) of the hunt year.
- Deposits are non-refundable and may be transferred to a friend but not a future year. If Willow Creek Outfitters (WCO) cancels the hunt then WCO will return your deposit in full.
- Stated hunt dates and pricing within this contract are not negotiable.

I agree with all the costs and deposit policy above;

**SIGNATURE** \_\_\_\_\_

WCO warrants that it is an active member in good standing of the Alberta Professional Outfitters Society (APOS) and that WCO will conduct the hunt in accordance with the APOS Code of Ethics.

WCO represents and warrants to Hunter that it is duly licensed by the "APOS" to conduct the Hunt in accordance with all national, provincial and local laws, rules and ordinances applicable to the Hunt.

WCO warrants that it has the required allocation(s) for the Hunt, and that, upon payment by Hunter of the appropriate license and allocation fees, as hereinafter described, will procure required licenses for Hunter prior to commencement of the Hunt.

WCO represents and warrants to Hunter that it is appropriately bonded and insured according to the requirements established by the APOS.

WCO will provide outfitter services to Hunter for the duration of the Hunt. All costs related to the hunting experience are in US dollars, unless otherwise stated. These outfitter services will include, guiding, meals, accommodation, caping of animal, road and ground transportation as required, horses as required, ATV quads as required, reasonable access for permission, etc. Due to many clients wishing to head home early or do sightseeing if they harvest an animal early, it is best for clients to rent a car in Calgary and drive to camp. Directions will be provided. If a hunter arrives or departs at any other time other than designated in this contract a \$150 US fee will be charged per way.

Not included in hunt cost are the following; hunting licenses, tax, meat processing, gratuities and alcohol. Hotels, or similar accommodation, meals, taxis, car rentals, flights etc. that the Hunter may incur prior to the commencement of the Hunt, or after the end of the Hunt.

Hunter is advised to procure adequate vacation and/or travel insurance to insure against any unforeseen circumstances that may require cancellation of the Hunt, for any reason, in order to recover expenses that might be incurred. Such events may include, but are not limited to, sickness or death of Hunter, death of a family member, riots, wars, acts of God, flight cancellations and so forth. Hunter acknowledges that he/she has been advised by WCO to obtain such insurance and understands that cancellation of the Hunt for any insurable reason will represent a non-refundable situation.

WCO, and its representatives, contract workers, employees and agents, shall maintain all reasonable care and precaution for the safety of Hunter. However, Hunter acknowledges that he/she is participating in an outdoor activity involving inherent risks and danger that may cause serious injury, and possibly death, to participants. Hunter also acknowledges his/her understanding that back country trails, horses, the use of various equipment, such as, but not limited to, ATV quads, etc., and various hunting activities involve additional risks and dangers. Hunter herein accepts such risks and dangers, assumes any associated liability for same, and indemnifies and holds harmless WCO, and its representatives, contract workers, employees and agents, from any and all causes and claims of action arising from this contract, or the services provided hereunder, including ancillary services such as air and ground transportation.

Hunter also agrees that WCO and its representatives, contract workers, employees and agents shall not be liable in any way for any loss, delay, irregularity, injury or added expense arising out of, or in any way connected with, any of the following: area closures; big game hunting regulation changes; inclement weather; illness; unforeseen delays or any other uncontrollable event, including domestic and foreign government changes and/or restrictions to regulations, importation, exportation, decrees, etc.

Hunter acknowledges that the terms and conditions of this agreement apply whether WCO is at fault or not, and limit the liability of WCO and its representatives, contract workers, employees and agents to the same extent as it limits the liability of WCO, even though the WCO representatives, contract workers, employees and agents are not formal parties to this agreement. Hunter understands that WCO, in securing execution of this agreement by Hunter, is acting as agent, or trustee, on behalf of, or for the benefit of, WCO representatives, contract workers, employees and agents, who shall to this extent be, or be deemed to be, parties to this agreement.

Hunter acknowledges that he/she must comply with Canadian 'Immigration' policies to be allowed entry into Canada. Hunter is herein advised that if Hunter has any type of past criminal offence on Hunter's personal record, such as a DUI (driving under the influence) conviction, Hunter may be refused entry into Canada. It is Hunter's responsibility to obtain a 'Minister's Permit', a "Certificate of Rehabilitation", or such other dispensation, as may be required to allow Hunter unfettered entry into Canada. Hunt cost will not be refunded if refused entry. Hunter can also obtain additional information from Canada Border Crossing Services, Lucy Perillo 204-488-6350, or 800-438-7020 or [www.bordercrossing.ca](http://www.bordercrossing.ca)

Canada has implemented a Federal Gun Registration Program that affects both Canadian residents and non-residents. All firearms must be registered on entry into Canada and a fee of about \$25 Cdn. is required to be paid by Hunter at the port of entry. The \$25 Cdn. fee is only payable once per 12 month period and covers multiple guns being imported into Canada by Hunter. Further information may be obtained from the Canadian Firearms Centre worldwide toll-free number (800) 731-4000, the Canadian Firearms Centre Website at <http://www.rcmp-grc.gc.ca/cfp-pcaf/information/visit/index-eng.htm>

Hunter will go to [www.mywildalberta.com](http://www.mywildalberta.com) for a current copy of the annual 'Alberta Guide to Hunting Regulations' prior to the Hunt and agrees to read this guide prior to the start of the Hunt. Hunter acknowledges that he/she is responsible for reading, understanding and observing such regulations. This is particularly important with respect to minimum size restrictions on legal animals and export requirements. Hunter assumes full responsibility for his/her actions during the Hunt and agrees to bear all responsibility for any fines or penalties imposed on Hunter for any violation of such regulations by Hunter. We also require hunter to visit [www.albertarelm.com](http://www.albertarelm.com) to acquire a WIN # to assist us in obtaining a hunting license.

WCO, and its representatives, contract workers, employees and agents, and Hunter agree to fully cooperate with provincial and federal Wildlife officials and to abide by all applicable conservation and game laws, statutes and regulations, and will not condone their violation in any manner whatsoever.

Hunter acknowledges that in the event Hunter commits a wildlife offence as described in the 'Alberta Guide to Hunting Regulations', WCO is morally and ethically required to report such offence to the appropriate authorities.

Hunter understands that there are many uncontrollable events that can affect the outcome of the Hunt. Accordingly, it is understood that this contractual agreement does not constitute or imply any guarantee by WCO, or any of its representatives, contract workers, employees or agents that any particular species of animal will be harvested by Hunter during the Hunt. It is fully understood, however, that WCO, and its representatives and employees, will make every reasonable effort to place Hunter in an area and position where the probability of harvesting the primary species will be enhanced.

It should be clearly understood by Hunter that is illegal in Alberta for an outfitter to pay a landowner for access to landowner's property and it is similarly illegal for a landowner to charge a third party for access. Hunter herein acknowledges the foregoing statement and realizes that access to any property can be withdrawn at any time and for any reason. For this reason, it is essential that landowners be treated with the utmost of respect at all times.

WCO does not warrant that Hunter will not see other hunters during the Hunt. In fact, it is expected that Hunter will see other hunters during the Hunt, and such other hunters may have access to the same hunting area in which Hunter is hunting.

This agreement is for the provision by WCO of guiding services for the primary species of animal. In the event such animal is wounded by Hunter, and escapes, it is mutually agreed that for all intents and purposes, the Hunt for the primary species is over and has been successful. If Applicable, at this time any trophy fee due will be paid. At this time it WCO will have final decision if hunt will continue for wounded species. Hunt can also be cancelled at any time for unethical or illegal behavior by hunter.

Hunter realizes and acknowledges that it is Hunter's sole responsibility to decide whether or not to harvest an animal. Although Hunter's Guide may be asked by Hunter for harvest advice, or Guide may make harvest recommendations to Hunter, it is up to Hunter, and never the Guide, to make the ultimate decision whether or not to harvest an animal.

In the unlikely event that Hunter encounters any problem before, or during, his/her Hunt, Hunter is hereby advised, and herein acknowledges, that it is Hunter's responsibility to immediately contact Andre van Hilten to discuss, and resolve, such problem. Hunter also acknowledges that it is unreasonable and unfair to not communicate such problem to outfitter in a timely manner to allow for time to resolve such problem forthwith. Hunter further acknowledges and agrees that any problem not communicated to outfitter immediately upon identification of such problem, either before or during the Hunt, will not be deemed to be a problem under any circumstances. Hunter further acknowledges that upon completion of the Hunt, any problem(s) not already communicated to outfitter will also not be deemed to be a problem under any circumstances.

Hunter acknowledges, as a precondition to Hunter's participation in the Hunt organized by WCO, and in further consideration of WCO allowing Hunter to participate in the Hunt, that Hunter will be strictly bound by the terms and conditions of this Agreement, including its waiver, assumption of risk and indemnification provisions. Hunter further agrees and acknowledges that, by signing this Agreement, Hunter relinquishes any right to sue WCO, or any of its representatives, contract workers, employees or agents, for any injury, or damages, howsoever caused.

If for any reason Hunter fails to arrive at his/her initial Alberta location as scheduled, no adjustment or compensation will be due to Hunter. It will be Hunter's responsibility to arrange transportation to Alberta and to camp at Hunter's expense.

If for any reason Hunter departs from the Hunt prior to the scheduled end of the Hunt, Hunter will do so at Hunter's expense, and no adjustment or compensation will be due to Hunter.

Hunter acknowledges that if inclement weather delays travel from the incoming Alberta location to the camp, there will be no refund due to Hunter of any of the monies paid for the Hunt.

If Hunter's departure from camp is delayed for some uncontrollable reason, such as weather, road conditions, traffic jams, vehicular breakdown or any similar event, WCO will continue to provide Hunter with food and accommodation during the delay. In the event of such delay, Hunter agrees that WCO will not be responsible for any costs incurred by Hunter with respect to airline flight change charges, or any other charges that may be incurred by Hunter as a result of the delayed departure from camp, and that WCO will be held harmless for any inconvenience, or other loss, caused by the delayed departure.

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Willow Creek Outfitters, (WCO) Box 913 Nanton, Alberta Canada T0L 1R0

Page | 5

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Hunter is hereby advised that Alberta law specifies that no edible meat from a harvested animal can be wasted and that all meat must be appropriately attended to by Hunter. This includes marginally edible meat such as from the rib cage, neck, etc. In short, Hunter must take all meat with him/her or, if it is hunter's desire to donate all, or a portion, of the harvested meat to a guide, landowner or charity, then Hunter must ensure that such meat will not be wasted and will be properly processed.

Shipping meat after your hunt is not an option, if hunter wants to take any meat, Hunter must take processed meat with him/her when they depart camp. Wild Harvested Meat can be taken in person only to the US by vehicle or on plane. Extra costs of coolers and overweight, extra baggage is at hunter's expense and the airlines should be contacted for baggage rules/costs.

This contract between WCO and Hunter embodies the whole agreement of the parties to this contract. There are no promises, terms, conditions or obligations other than those contained herein, and this contract shall supersede all previous communications and agreements, either verbal or written, between the parties. There are no representations of any kind other than those included in this contract.

It is agreed by both parties that this contract shall be governed, interpreted and enforced, both as to interpretation and performance, pursuant to the laws of the Province of Alberta, Canada.

"I HAVE READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. I ALSO UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE WCO OR ITS REPRESENTATIVES, CONTRACT WORKERS, EMPLOYEES OR AGENTS, AND A RELEASE AND INDEMNITY FOR ALL CLAIMS."

The undersigned hereby agree to the terms and conditions of this Outfitter/Hunter Agreement by virtue of their respective signatures on this contract.

Executed by WCO on \_\_\_\_\_, 20\_\_\_\_ in the Town of Nanton, in the Province of Alberta. Executed by Hunter on \_\_\_\_\_, 20\_\_\_\_ in the (Name of city, town, etc.) \_\_\_\_\_, in the State/Province of \_\_\_\_\_.

Hunter's Signature: \_\_\_\_\_

WCO authorized Signature: \_\_\_\_\_