

# BACKCOUNTRY HUNTING LOGISTICS (BHL) BG272

## CLIENT LIABILITY RELEASE

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**LICENSE INFORMATION\*:** THE LAST FOUR DIGITS OF YOUR SOCIAL SECURITY NUMBER IS REQUIRED BY FEDERAL LAW IN ORDER TO APPLY FOR A HUNTING LICENSE. Licenses are NOT transferable to another person according to Wyoming law.

**BOOKING CONFIRMATION - GUIDED HUNTS / SCOUTING PACKAGES / DROP CAMPS\*:** To confirm booking a 50% deposit is required on all hunt, drop camp, and scouting packages. Preference Point purchases require 100% at the time of the order. If unsuccessful in drawing, on single animal hunts, your deposit will be returned. If you book a combination hunt and are unsuccessful in drawing one animal but draw the other only the deposit you fail to draw a license for will be returned, unless other arrangements were made upon booking. Should you draw only one license, the hunt can be rescheduled to hunt the animal for which a license was obtained. Only upon failure to draw a license is a deposit returned; this is because of the expense of a lost booking. License applications withdrawn by the client WILL NOT COUNT AS FAILURE TO DRAW, therefore, a deposit refund will not be granted. Deposits will be returned within 60 days of notification by the Game & Fish that you were unsuccessful in obtaining a license. No rate reductions or extra days will be given if hunters leave before the conclusion of the hunt or fail to arrive on the prearranged dates. Bookings are on a first come/first serve basis. License fees are NOT included in the price of the hunt. Call before booking to arrange all starting dates and details.

**PAYMENT METHODS\*:** Personal checks will be accepted for all payments as well as all major credit cards.

A 3% credit card charge will be assessed when paying LICENSE FEES via credit card.



**GUARANTEE\*:** We make the following commitment to you the client: To provide experienced, knowledgeable, properly equipped guides. We will do our best to match your expectation to the appropriate hunt. We will treat you with respect and dignity and engaging in ethical, fair chase practices. Our guarantee cannot extend to: Weather conditions, maintenance of your equipment, control over animal behavior, or your physical condition, shooting ability or eyesight. We also have no control over emergency season closures.

**WEATHER/LOST HUNTING OPPORTUNITY\*:** The weather can and will have a profound effect on your hunting experience, sometimes in a positive manner, sometimes in a negative manner. Please be advised, we have no control over the weather. No extra hunting days or refunds will be given due to lost hunting opportunity, area closures or season closures. Any additional cost for motels, meals, travel, etc. under these circumstances is not the responsibility of Backcountry Hunting Logistics.

**LOSS DISCLAIMER\*:** We make the following commitment to you the client: To provide experienced, knowledgeable, properly equipped guides. We will do our best to match your expectation to the appropriate hunt. We will treat you with respect and dignity and engaging in ethical, fair chase practices. Our guarantee cannot extend to: Weather conditions, maintenance of your equipment, control over animal behavior, or your physical condition, shooting ability or eyesight. We also have no control over emergency season closures. If you draw blood on an animal, the hunt will end with the recovery or loss of that particular animal. Shooting animals on property boundaries is not condoned and the hunter assumes all risk in losing an animal if done.

**FIREARM SAFETY\* - The following safety rules for handling firearms shall be adhered to at all times:**

- All firearms are to be kept unloaded until you reach the hunting area, or until instructed by your guide to load your magazine.
- DO NOT chamber a bullet until directed to do so by your guide. Only chamber a round when preparing to shoot an animal.
- Muzzle control will be demanded from each hunter AT ALL TIMES. Never point your firearm at anything you do not intend to shoot.
- Always open your bolt to be sure your chamber is empty before putting your gun in a vehicle.
- Firearms shall be carried in the vehicle, muzzle down, at all times.
- No alcohol shall be consumed while hunting. Camp consumption, if of age, is acceptable. Failure to adhere to these safety rules can result in having your hunt terminated. Should the hunt be terminated because safe gun handling practices are not followed NO refunds will be awarded.

# Backcountry Hunting Logistics, LLC (BHL)

## WAIVER AND RELEASE AGREEMENT

This is a release of liability and waiver of certain legal rights

In consideration for my being permitted to participate in the activities of Backcountry Hunting Logistics, LLC I agree to the following waiver and release:

(A) I acknowledge hunting, hiking, camping, fishing, driving and being in the outdoors has inherent risks, hazards, and dangers for anyone, which cannot be eliminated, particularly in a wilderness, backcountry or outdoor environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATIONS:

1. The risk of handling firearms and being near others that have firearms in their position;
2. The risk of injury from ammunition and shots from other guns;
3. Walking in rugged country, including encounters with wildlife, animals, and insects;
4. Inclement weather conditions;
5. The risk of injury from all-terrain vehicle (ATV/UTV), airplanes, or any other mode of transportation used off or on of paved roads or runways;

I understand the risks, hazards, and dangers of hunting, hiking, camping, fishing, driving and being in the outdoors and have had the opportunity to discuss them with Backcountry Hunting Logistics, LLC staff. 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. I understand and agree that any emergency evacuation arising from personal health reasons, family emergencies, or weather that are conducted by anyone other than Backcountry Hunting Logistics, LLC will be at my expense. 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 BACKCOUNTRY HUNTING LOGISTICS, 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, INDEMNIFY AND HOLD HARMLESS Backcountry Hunting Logistics, LLC, their current and former directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of actions, liabilities, suits, expenses (including reasonable attorney fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to NEGLIGENCE of any kind or nature, weather 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, weather such damage, loss, injury, paralysis, or death results from negligence of Backcountry Hunting Logistics, LLC and its employees, or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue Backcountry Hunting Logistics, LLC., their directors, officers, agents, employees, and volunteers as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of Backcountry Hunting Logistics, LLC., their directors, officers, agents, employees, and volunteers.

### (B) PHOTOGRAPHS:

Additionally I hereby grant Backcountry Hunting Logistics, LLC, (BHL) the irrevocable right and permission to use photographs and/or video recordings of me on BHL and other websites and in publications, promotional flyers, educational materials, derivative works, or for any other similar purpose without compensation to me.

I understand and agree that such photographs and/or video recordings of me may be placed on the Internet. I also understand and agree that I may be identified by name and/or title in printed, Internet or broadcast information that might accompany the photographs and/or video recordings of me. I waive the right to approve the final product. I agree that all such portraits, pictures, photographs, video and audio recordings, and any reproductions thereof, and all plates, negatives, recording tape and digital files are and shall remain the property of BHL.

I hereby release, acquit and forever discharge Backcountry Hunting Logistics, LLC, (BHL), their current and former directors, officers, agents, employees, private land owners that have access agreements with Backcountry Hunting Logistics, LLC and volunteers from and against any and all claims, actions, causes of actions, liabilities, suits, expenses (including reasonable attorney fees) which are related to, arise out of, or are in any way connected with my participation in this activity with the use or distribution of said photographs and/or video recordings, including but not limited to any claims for invasion of privacy, appropriation of likeness or defamation.

### (C) ARCHERY HUNTING:

Archery hunters are required to be able to produce a 3 shot group placement within a paper plate at 60 yards. If requested, failure to be able to produce a video proof of this ability or validate skills upon arrival can result in the cancellation of the hunt or restricted hunt privilege's.

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

Date \_\_\_\_\_ Signature \_\_\_\_\_

Print: \_\_\_\_\_ Phone: \_\_\_\_\_