

**MADDHATTER GUIDES and OUTFITTING - OUTFITTER/CLIENT
CONTRACT 2012**

This contract ("the contract") made and entered into effective this _____ day of _____
2012 by and between:

Maddhatter Guides and Outfitting, 11 River Dale Drive, Torbay, NL, Canada, A1K 0E7

Fax: 709-437-6667

Cell: 709-728-9662

And Client: _____

Address: _____

City: _____ State: _____

Zip: _____ Telephone: _____

- A. Hunt includes: All meals, guide, spotter, decoys, lodging, and bird cleaning.
 - B. Hunt excludes: Transportation, Ammunition, Tips, Tax, License, Alcohol etc.
 - C. Hunt period: _____ to _____, 2012. Duration is 5 days (5 morning and 4 afternoon hunts – Mon- Fri)
 - D. Hunt period: _____ to _____, 2012. Duration is 3 days (3 morning and 2 afternoon hunts – Mon- Fri)
 - E. As a client I am booking this hunting trip under the **STANDARD** or **PRORATED SCENARIO** (Circle the appropriate one) and I fully understand the conditions and fees associated with booking under either scenario.
 - F. **5 DAY HUNT'S**: The fee(s) payable by the Client to the Outfitter for outfitting services will be:
 - _____ in U.S. funds paid by the Client to the Outfitter plus applicable taxes.
 - **\$165.00** in U.S. (approx.) License Fees which are subject to government rate changes.
 - G. **PRORATED RATE SCENARIO**: Hunters wanting to "hunt" exclusively with their individual group only will pay a "Prorated" amount as follows.

This ensures, no one else will be placed into your group.

 - group of 5 prorated pays for 6 hunters
 - group of 4 prorated pays for 5 hunters
 - H. **DEPOSITS**: The deposit (\$1250 USD) and final payment deadlines (May 31st) are the same as in the 5 Day Hunt rate scenario. It is understood that in the event of a cancellation before January 31 of the year of the hunt that the deposit will be refunded to the client less \$250 service charge. After Jan 31st of the year of the hunt a refund will be considered only if –
 - 1) the outfitter cannot supply the service or
 - 2) the client can supply an alternate hunter to fill their spot.
 - I. **PAYMENT**: We accept payment in the form of *cash, traveler's checks, bank draft or certified cheque* required by May 31 of the year of the hunt. The outfitter may book other additional hunters to max 6/group
- Client: _____ Witness: _____
- J. The Client grants permission to the Outfitter to use any photographs which may result from the "Hunt" including but not limited to photographs of the Client and/or his quarry for promoting the Outfitters operation.
 - K. It is understood that Maddhatter Guides and Outfitting cannot guarantee that the Client will obtain any particular species of bird(s). However we will make every reasonable effort to place the Client in an area where the bird(s) sought could be taken.

- L. If for any reason the Client chooses to depart at an earlier date than scheduled, it shall be at the Client's expense. Maddhatter Guides and Outfitting will not be responsible for reimbursing the cost of the hunt.
- M. Maddhatter Guides and Outfitting and their employees or contractors shall maintain reasonable care and precaution for the safety of the Client, but the Client recognizes that they are partaking of an activity involving some risks. The Client accepts such risks, and assumes liability for these risks and holds Maddhatter Guides and Outfitting harmless for any damage or expense.
- N. Maddhatter Guides and Outfitting will not be responsible for any medical or physical problems, limitations, or dietary requirements.
- O. The Client agrees to at all times obey the reasonable directions of the Outfitter, its guides, spotters, officers, directors, agents, employees or contractors.
- P. It is agreed by the parties hereto that the Outfitter and its officers, directors, agents, employees and contractors shall have no responsibility or liability whatsoever to the Client for any illness, accident, injury, death, loss, damages, costs and expenses of any nature and however caused and arising out of, or in connection with, this Contract, the Hunt, the Outfitter's operations or the services provided hereunder, including but not limited to those arising or caused by the negligence, inadvertence, misconduct, actions, or omissions of the Outfitter and/or its officers, directors, agents, employees and contractors. Further, the Client agrees to indemnify and save harmless the Outfitter and its officers, directors, agents, employees and contractors from any and all liability, losses, damages, costs, expenses, claims, actions, demands and injury of, whatever nature, and death to the Client or to or by third parties arising from the acts or omissions of the Client during the Hunt or in connection with this Contract or the services provided to the Client by the Outfitter hereunder. The Client, so far as he lawfully can, waives for himself, his estate and his dependents all claims, demands, actions and cause of actions against the Outfitter and its officers, directors, agents, employees and contractors in respect of his death, or any illness, accident, injury, loss, damages, costs, and expenses of whatever nature and however caused and sustained by him during the hunt, or arising from or in connection with this Contract or the services provided hereunder.
- Q. This contract shall ensure to the benefit of and shall be binding upon the parties hereto and their respective successors, heirs or beneficiaries, if any. This contract shall not be assigned by either the outfitter or the client without the prior written consent of the other party hereto.
- R. This contract supersedes any and all previous understandings and agreements, whether verbal or written and constitutes the entire agreement and understanding between the outfitter and the client with respect to the subject matter hereof.
- S. Any changes to this document must be made in writing and signed by both parties.
- T. It is understood by both Client and Outfitter, that all federal and provincial Firearm and Hunting regulations will be followed without exception.

IN WITNESS WHEREOF, the Outfitter and the Client have executed this contract to be effective as of the date first above written.

Signed this _____ day of _____ in the year _____.

Outfitter: _____ Witness: _____

Signed this _____ day of _____ in the year _____.