

TERMS AND CONDITIONS

1. This Contract shall be construed and enforced in accordance with the Laws of the Province of Alberta. All parties hereby agree that the proper venue for any litigation concerning this Contract shall be at the City of Edmonton, in the Province of Alberta, Canada. The invalidity of any provision of this Contract shall not impair the validity of any other provision. In the event that any competent court of law shall determine that there is liability on the part of the OUTFITTER for damages in connection with any provisions of this Contract, then and in that event the CLIENT agrees that the liability shall not exceed the total amount of the hunt (#3 reverse side).
2. The OUTFITTER acts on the express condition and agreement that in executing the itinerary and HUNT, that he shall not be liable for any injury, loss, damage, accident, delay, irregularity or expense arising out of or in any way connected to the use of any vehicle or services, strikes, wars, weather, quarantine, sickness, government regulations or restrictions or from any act or omission of any enterprise, hotel, airlines or any other organization, individual or agency or for any other cause in connection herewith. All services are subject to the laws of the country visited and/or the venues within the respective country. The OUTFITTER is not responsible in any way for loss or damage to luggage or any personal effects. The OUTFITTER shall provide the services as outlined in the HUNT DESCRIPTION (#2 reverse side) and as stated on the face of this contract and the OUTFITTER further agrees to notify the CLIENT 30 days in advance of the COMMENCEMENT DATE OF THE HUNT. The OUTFITTER agrees that all animals legally taken by the CLIENT will be field dressed, and hides, horns or antlers prepared for shipping to a taxidermist. The OUTFITTER reserves the right to withdraw the HUNT or any part thereof, make such alterations in itinerary as are necessary or desirable. If the OUTFITTER withdraws the HUNT or any part thereof, the OUTFITTER will be responsible for making the full or partial refund to the CLIENT. The OUTFITTER, in his own discretion, further reserves the right to refuse or retain as a member of the HUNT any person at any time. The OUTFITTER, in his own discretion reserves the right to pass on the HUNT members any documented expenditures occasioned by delays or events beyond the OUTFITTER'S control.
3. The CLIENT represents and warrants to the OUTFITTER that his physical and mental conditions are such that he is capable of making the HUNT. The CLIENT acknowledges that expeditions to wilderness areas for the purposes of hunting, fishing or adventure travel are of a dangerous nature and that the use of hunting weapons is inherently dangerous. The CLIENT hereby assumes the risk of any injury which should occur during the HUNT and saves the OUTFITTER, their officers, directors, shareholders, agents, employees, executors, administrators, assigns, and beneficiaries harmless from any and all liability resulting from any illness, accident, injury, death or loss of any nature arising out of any and all activities during the hunt and related either directly or indirectly to the hunt. The CLIENT shall bear any and all expenses with respect to the crating and shipping of hides, horns and antlers to a taxidermist, together with any and all costs with respect to meat processing. The CLIENT shall also bear any and all costs relating to hunting licenses and transportation to the hunting camp, unless stated otherwise in the Contract. The CLIENT further covenants and agrees to follow standard hunter safety practices and shall be responsible for learning and following any and all laws and hunt regulations of the country visited and the venues therein.
4. CANCELLATION: If the CLIENT cancels the HUNT the client shall not be entitled to a refund. Any moneys paid may be applied to a hunter the said CLIENT provides in his place for that specific hunt. The replacement hunter shall be bound by the terms of this Contract and it shall be the responsibility of the CLIENT to ensure that the replacement hunter acknowledges his or her responsibilities under this contract. The replacement hunter shall be required to execute a copy of this Contract, modified to meet his or her own particulars, and should the replacement hunter neglect or refuse to execute same, the OUTFITTER has the right to deny the replacement hunter the HUNT.
5. The OUTFITTER covenants to use best efforts to assist the CLIENT in acquiring an animal, however, the CLIENT acknowledges and accepts that, because of the nature of the sport of hunting, there is no guarantee of taking an animal.
6. GENERAL AGREEMENTS: This contract supersedes any and all previous agreements and understandings, whether verbal or written and constitutes the entire agreement and understanding the OUTFITTER and the CLIENT with respect to the subject matter thereof. A photostat or facsimile of this contract shall be considered a legal document by all parties. This Contract is not assignable to another party without the written consent of the OUTFITTER. This contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs and/or beneficiaries if any.
7. The CLIENT will be required to sign an insurance release upon arrival.