



Dunedin River Outfitters Ltd. Outfitter/Client Contract

This contract (the "Contract") made and entered into effective the _____ by and between:

Dunedin River Outfitters
Box 1971, Fort Nelson, B.C. Canada V0C 1R0
Tel: 250-321-1410
E-mail: mdsheppard80@gmail.com
(hereinafter referred to as the "Outfitter")

-and-

Name _____
Cell Phone # _____ Office Phone # _____ Client E-mail _____
Home Tel. # _____ Spouse: _____
Client D.O.B. _____ Client Height: _____ Client Weight lbs/Kgs _____
(hereinafter referred to as the "Client")

The Outfitter and Client agree to as follows:

1. The Client retains the services of the Outfitter for the hunt number _____ (the "Hunt"), as described in the Outfitter's **2021** schedule of hunts for the time period from _____ to _____, provided however, that the Outfitter will transport the Client from Fort Nelson, BC to the Outfitters Hunting Area (the "Area") on or about _____ (the "Arrival Date") and return the Client to Fort Nelson, BC on or about _____ (the "Departure Date").
2. The fee (the "fee") payable by the Client to the Outfitter for the services provided hereunder shall be _____ Plus GST (5% tax) of _____ in CAN funds, payable by _____ (sending) as a non-refundable deposit, and a final payment in the amount of _____, required in cash, travelers cheques, bank draft, electronic wire or certified cheque, payable on or before **June 15**, of the year of the Hunt. If the final payment is not received by **August 15**, of the year of the Hunt, the Hunt shall be deemed cancelled. We strongly recommend that the Client obtain trip cancellation insurance to protect the non-refundable deposit for the Hunt, airline tickets etc. and travel/accident insurance to protect the Client and his or her hunting equipment, luggage, etc. **Not included are Second animal harvest fees, Licenses, Species Tags, HPF, Trophy shipping/crating and gratuities.**
3. All licences and tags must be obtained (and paid for) in advance by the Client from the Province of British Columbia for any species of wildlife to be hunted during the Hunt. All licences and tags are non-refundable. The Outfitter shall purchase the tags and licence on behalf of the Client.
4. If for any reason the Client fails to arrive at Fort Nelson, or at the Area, as scheduled, no adjustment or compensation will be made to the Client. To participate in the Hunt the balance of the Fee must be paid. Further, if the Client leaves the Area before the term of the Hunt has expired, there shall be no reduction in

the amount of the Fee paid hereunder and any and all additional costs whatsoever resulting from early termination of the Hunt shall be borne by and responsibility and liability of the Client.

5. Scheduled transportation of the Client between Fort Nelson, BC and the Area will be provided by the Outfitter. There will, however, be a charge to the Client of \$ TBD (if/as needed, max \$1500 total) of other transport if and when the Client, his belongings, his Trophies and/or meat are transported by any Charter Aircraft owned, leased or hired by the Outfitter or its agents, contractors, directors or employees. Further, when the Client leaves Trophies or meat for the Outfitter to ship, a **\$ to be determined** crating, cleaning, permitting, and handling fee will be charged to the Client. Aircraft Charter and shipping costs are payable in advance by the Client by cash, travelers' cheques or credit card.

Liability Waiver:

6. It is agreed by the parties hereunto 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, the Contract, the Hunt, the Outfitter's operation or the services provided hereunder. Further, (i) the Client agrees with, and undertakes to, the Outfitter that the Client will not sue, initiate or be part of legal and/or civil proceedings against, and (ii) 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 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 himself, his estate and his dependants, all claims, demands, actions and cause of actions against the Outfitter and its officers, directors, agents, employees and contractors in respect to 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 provide hereunder.
7. The Client represents and warrants to the Outfitter that his physical and mental condition is such that he is capable of making the Hunt and withstanding the environmental conditions and elements which may exist in Northern British Columbia, Canada, including but not limited to exposure to the elements, adverse weather conditions, isolation, and rugged mountain conditions and traveling by horseback.
8. Unless specifically provided in this contract the Outfitter makes no representation or warranty to the Client in respect of its operation and the services to be provided to the Client and further the Outfitter makes no guarantee that game animals will be harvested by the Client.
9. The Client agrees to at all times obey the reasonable directions of the Outfitter and its officers, directors, agents, employees and contractors.
10. Unless otherwise specifically provided in this Contract, the Outfitter shall not be considered in default of the performance of its obligations under the Contract for reasons of force majeure, that is when the performance of any such obligation is prevented or delayed by any cause, which is beyond the reasonable control of the outfitter, including without limiting the generality of the foregoing, the operations of any law or regulation of government of any other constituted authority, civil or military authorities, fuel shortages, labour difficulties, shipping delays, forest fires, the elements (including but not limited to weather

conditions making it in the Outfitter's opinion unreasonable or impossible to hunt wildlife), lack of mode of transport, failure of machinery or equipment, or Acts of God.

11. No charge, modification or alteration to this Contract shall be valid unless the same is made in writing and signed by the Outfitter and the Client, and no course of dealing between the Outfitter and the Client shall be construed to alter the terms of this contract. Amendments in writing may be made at any time and from time to time by concurrence of both the Outfitter and the Client. The Contract shall be interpreted and construed in accordance with the laws in force from time to time in the Province of British Columbia, Canada and this Contract shall be deemed to have executed in the Province of British Columbia, Canada. If any term or provision of the Contract, then that term or provision shall be severed from the Contract and an equitable term shall be made and necessary further terms or provisions shall be agreed upon so as to give effect to the intention of the parties as expressed in this Contract at the time of its execution. Wherever the singular or masculine is used throughout this Contract, the same shall be read as plurals, feminine or body corporate as the context may require. Time shall be the essence of this Contract.
12. This Contract shall ensure to the benefit of and shall be binding upon the parties hereunto and their respective successors, heir or beneficiaries, if any. This Contract shall not be assigned by either the Outfitter or the Client without prior written consent or the other party hereunto.
13. This Contract supersede any and all previous understanding 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.

In Witness whereof, the Outfitter and the Client have executed this Contract to be effective as of the date first above written.

Client: _____

Witness: _____

Dated at _____

this ____ day of _____

Dunedin River Outfitters Ltd.

Per: _____

Dated at Fort Nelson BC,

this ____ day of _____