

**LUARK RANCH & OUTFITTERS, LLC**  
**AGREEMENT WITH ASSUMPTION OF RISK & RELEASE OF LIABILITY**

CLIENT &  
CONTACT  
PERSON:

\_\_\_\_\_  
Print or type name Telephone Fax  
\_\_\_\_\_  
Address Email

CLIENT:

\_\_\_\_\_  
Print or type name Telephone  
\_\_\_\_\_  
Address

CLIENT:

\_\_\_\_\_  
Print or type name Telephone  
\_\_\_\_\_  
Address

CLIENT:

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Print or type name Telephone  
\_\_\_\_\_  
Address

CLIENT:

\_\_\_\_\_  
Print or type name Telephone  
\_\_\_\_\_  
Address

CLIENT:

\_\_\_\_\_  
Print or type name Telephone  
\_\_\_\_\_  
Address

**SERVICE CONTRACTED FROM LUARK RANCH & OUTFITTERS, LLC (HEREINAFTER "LUARK"):**

\_\_\_\_\_ Cabin for party of \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Other facility \_\_\_\_\_ for party of \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Provisions include following items **only** if checked:

- Propane cooking stove, two propane lights and fuel
- Wood stove with wood for stove only (wood not for campfire use)
- Bunk bed and foam per person (Client must provide sleeping bag)
- Table and benches
- Cooking supplies and dishes
- Outside running water
- Indoor plumbing
- Electricity

Minimum fee for \_\_\_\_\_ persons for \_\_\_\_\_ Facility & Services=\_\_\_\_\_

Pack-in (equipment and supplies only) to drop camp by wagon and/or horses: \_\_\_\_\_ to \_\_\_\_\_  
Date in Date out

- Client must provide all camping equipment
- Client must assist with packing and tying down equipment and supplies
- Client assumes risk of damage, breakage or loss to **any and all** personal belongings, expressly including but not limited to, clothes, baggage, pack gear, cameras, lenses, field glasses, rifles, scopes, bows, arrows, scabbards and similar items.
- Client must carry own rifle unless Luark expressly allows on wagon or horse
- Luark may restrict volume, weight or nature of equipment and supplies packed
- Client shall not ride on wagon or any pack horse
- Luark strictly prohibits any person weighing over 250 pounds to ride the horses.
- Luark does not set up drop camps for the clients, as that is the client's responsibility.

Minimum fee for \_\_\_\_\_ persons for \_\_\_\_\_ Pack-in=\_\_\_\_\_

Initial \_\_\_\_\_ Initla1 \_\_\_\_\_ Initial \_\_\_\_\_ Initial \_\_\_\_\_ Initial \_\_\_\_\_ Initial \_\_\_\_\_

Use of \_\_\_\_\_ horses for \_\_\_\_\_ days beginning \_\_\_\_\_, including only saddle, saddle blanket, bridle and halter.

For each rider list the following:

Name	Age	Height / *Weight	Experience
_____	_____	_____/____	_____
_____	_____	_____/____	_____
_____	_____	_____/____	_____
_____	_____	_____/____	_____
_____	_____	_____/____	_____
_____	_____	_____/____	_____

**\*Luark strictly prohibits any person weighing over 250 pounds to ride the horses.**  
Fee for above usage and services: \$ \_\_\_\_\_

**BY SIGNING THIS AGREEMENT LUARK AGREES TO:**

1. Be insured, bonded and licensed/permitted as required by all appropriate State and Federal registration, wildlife management and land management authorities, including but not limited to Division of Registrations, Office of Outfitter Registration; Bureau of Land Management; Colorado Division of Wildlife and/or the U.S. Forest Service. Luark is bonded through Registered Outfitters Surety Bond with the insurance company Mountain West Insurance & Financial Services, LLC and the HCC Surety Group, proof of said bond and insurance is available upon request. Luark's hunting location is Game Management Unit #26, as assigned by Colorado Parks and Wildlife. Outfitters are bonded and required to possess the minimum level of liability insurance and that the activities of outfitters are regulated by the Director of the Department of Regulatory Agencies (DORA).
2. Provide client with the services set forth in this Agreement and, in doing so, follow standard health and safety precautions.
3. Refund the deposit amount to client provided that the client mail or fax (1) the Department of Wildlife application to Luark which shows that the client applied for Game Management Unit #26/Hunt Code as their first choice; and (2) the notice that the client did not draw the required license or tag for the species the client was negotiating to hunt. Both of these documents are required (before the hunting days scheduled with Luark) in order to receive the refund. If the above-referenced requirements have been met, Luark will issue a full refund to the client within thirty (30) days. The above described refund policy will also apply in cases where Luark receives a deposit, but chooses not to accept the contract agreement with a client. Note: The refund policy does not apply in cases where the client fails to arrive, as further described in Section 1.1 below.

**BY SIGNING THIS AGREEMENT THE CLIENT EXPRESSLY AGREES THAT:**

1. Client is solely responsible for:

- Own transportation to Luark Ranch house at 2834 Luark Road, Eagle County, Colorado and four-wheel drive vehicle to travel jeep road to cabin or trail head.
- Own personal clothing, all required licenses, bedroll, hunting equipment and food.
- All field dressing of game and transporting game to drop camp or other facility unless specific arrangement is made with Luark for additional fee to be agreed at that time.
- Care and feeding of horses and maintenance of proper shoes thereon.
- Return of any horse, saddle, bridle, halter, saddle blanket, and other property entrusted to Client, in as good a condition as when received.
  - \* No horse shall be used for packing or dragging out game.
  - \* No horse shall be raced or trotted.
  - \* No horse shall be ridden unless accompanied by another horse and rider, and no horse shall be ridden double.
  - \* Any horse injured while in care of Client shall require Client to pay Luark damages of not less than \$1,000.00 and up to \$2,500.00 (for a horse permanently injured, killed or required to be destroyed as a result of such injury).
  - \* Client shall pay Luark for repair or replacement of damaged or lost equipment at cost of repair plus twenty-five percent (25%) up to replacement cost of \$750.00 for saddle, \$30.00 for bridle, \$15.00 for halter and \$30.00 for saddle blanket.

1.1. Client understands and agrees that:

- The dates provided herein may change for reasons beyond Luark's control. The duration of the agreed services is as provided herein, notwithstanding the fact the circumstances, including but not limited to, weather, governmental action, staff illness, equipment failure or other factors beyond Luark's control may prevent certain activities on certain days.
- Luark prohibits the use of tree stands of any kind.
- Luark enforces a strict "no pets allowed" policy. No pets, including trained hunting dogs will be allowed. However, arrangements will be made for trained service animals who aid blind and/or handicap clients.
- Client is responsible for burning all burnable trash (only when burning is allowed) and bagging all non-burnable trash and removing same from campsite to location designated by Luark.
- Client acknowledges that the client is responsible for **any and all** personal property belonging to the client, whether or not that personal property is located in a cabin owned by Luark or the personal property is being packed in by the client or Luark. Client hereby expressly assumes such risks, waives the right to assert any claim as a result of injury or loss whether foreseeable or unforeseeable, resulting from the loss or damage of the client's personal property and hereby releases, indemnifies and holds harmless Luark and Luark's employees, agents, successors and assigns from any and all claims,

demands, rights or causes of action of any kind or character for injuries, damages or other losses which may arise from or in connection with the loss or damage of the client's personal property.

- Client must notify Luark immediately if a horse is injured or sick.
- No gun, backpack or fanny pack shall be carried on the client's back while the client is riding the horse. Clients must use gun scabbard with leather straps attached to dee-rings of the saddle with saddle bags attached to both saddle strings on back housing of saddle.

2. The fees above stated for the use of a cabin or other facility or property and for pack-in services to drop camp are the minimum fees for the party consisting of the Clients listed on this Agreement. If fewer than all of the Clients named on this Agreement arrive to use the facilities or other property or to receive the services indicated, the total fee for such facility, property, or service shall not be reduced.

3. The deposit paid by Client as provided below shall be held by Luark and may be applied to payment of any charges which Client hereafter owes to Luark under this Agreement. The deposit shall not accrue interest for Client's benefit. Upon Client fully performing this Agreement the deposit, less any amount deducted for Client's unpaid obligations under this Agreement, shall be returned to Client at the address above stated. The deposit of any Client who fails to arrive or for any reason fails to use services contracted hereunder will be forfeited. If the amount owed by Client to Luark exceeds the deposit, Luark may collect such excess amount by any and all equitable and legal remedies available and shall be entitled to recover from Client all reasonable attorney's fees and costs incurred in collecting such excess amount.

4. Client shall restrict vehicles to designated jeep trails only. The area outside of Luark's fence on King Mountain is strictly non-motorized.

5. There are significant elements of risk in any adventure, sport or activity associated with the outdoors or wilderness, expressly including but not limited to the presence or use of horses or other saddle animals for hunting or other purposes and the use of any related equipment (all of which is referred to herein collectively as "activity"); Client therefore agrees as follows:

**DISCLOSURE OF ABILITY:** I have disclosed and represented to you that I and any minor child who will be using any horse or other animal entrusted to me, are experienced in riding, handling and otherwise dealing with such animals and I hereby assure you that I and any such child are fully capable of riding, handling and otherwise dealing with the specific animal or animals which you have entrusted to me. These representations are made with full awareness of the propensity of animals to behave in ways that may result in injury, harm or death to persons on or around them and the unpredictability of the animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals, as well as hazards caused by surface and sub-surface conditions. Based on the representations and the information I have provided you, you have made reasonable and prudent efforts to determine the ability of me and such minor children, if any, to engage safely in this activity and to safely manage the particular animal or animals entrusted to me and such children.

**ACKNOWLEDGEMENT OF RISKS:** I recognize that there is an inherent danger in this type of activity. I acknowledge that certain foreseeable and unforeseeable events can contribute to the unpredictability of the activity; that no warranty of any kind, express or implied, is made as to the habits, disposition, suitability, nature or physical condition of any animal; and that personal property may be damaged or lost. I accept that I may suffer accidents or illnesses in remote places where there are no available medical facilities.

I hereby expressly acknowledge my receipt of the following warning notices:

### **WARNING**

**Under Colorado Law, There is no liability for the death of or injury to a participant in an agricultural recreation or agritourism activity resulting from the inherent risks of the agricultural recreation or agritourism activity, pursuant to Section 13-21-121, Colorado Revised Statutes.**

**Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Section 13-21-119, Colorado Revised Statutes.**

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** In recognition of the inherent risks of the activity which I and any minor children for whom I am responsible, will engage in, I confirm that I am (we are) physically and mentally capable of participating in the activity. **I/We participate willingly and voluntarily and I/We assume full responsibility for personal injury, accidents or illness, including death.** I also assume responsibility for damage to or loss of personal property as the result of any accident that may occur.

**RELEASE OF LIABILITY/INDEMNIFICATION:** In recognition of the foregoing and in consideration of the services to be provided hereunder, including the right to enter the properties of Luark, I/we, on behalf of myself/ourselves and my/our respective heirs, descendants, successors, executors, and administrators, hereby release Luark and Luark's employees, agents, successors and assigns from all present and future claims, demands, rights or causes of action of any kind or character for injuries, damages, obligations or other losses which may arise from or in connection with my/our entry on the Luark property or participation in any activity as hereinabove provided, whether or not such injury, damage or loss resulted from the negligence of Luark, its agents, servants or employees. I/we, on behalf of myself/ourselves and my/our respective heirs, descendants, successors, executors, and administrators further agree to indemnify and hold harmless Luark and Luark's employees, agents, successors and assigns from and against all present and future claims, demands, rights or causes of action, losses or other obligations, including damage arising out of negligence by Luark, arising in connection with any service provided under this Agreement or any activity in which I/we participate as related to this Agreement.

**I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.**

6. The provisions of paragraph 5 of this Agreement have been specifically bargained for by Luark and are material to the basis of the bargain between Luark and Client. Luark would not be able to provide the services to Client without the protections and assurances Client is providing in these provisions.

7. Client understands that Luark does not guarantee the safety of Client, nor does Luark assume responsibility for the actions of Client while Client is on the Luark properties.

8. The Client believes and represents to Luark that Client is physically capable of engaging in the activities which this Agreement describes and anticipates and that Client is relying solely on Client's own judgment and the judgment of Client's physician in Client's decision to participate in such activities.

9. Unless otherwise expressly agreed by Luark and Client in a separate writing, Luark will provide no guide service under this Agreement.

10. This Agreement is in accordance with the requirements of C.R.S. 12-55.5-109, as amended.

11. All or part of this operation is conducted on Public Lands under special permit from the U.S. Bureau of Land Management.

12. This Agreement will be governed and construed in accordance with the laws of the State of Colorado without regard to principals of conflicts of law. All disputes arising out of or relating to this Agreement will be exclusively venued in the District Court of Eagle County, Colorado or the federal court of the State of Colorado.

13. This Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof.

14. In any action to enforce the terms of this Agreement, the prevailing party will be awarded its reasonable costs, expenses (including without limitation expert witness fees) and attorney fees.

**FEE SUMMARY:**

Services	\$ _____
Lodging: Cabin or other facility	\$ _____
Horse Usage	\$ _____
Pack-Ins	\$ _____
Other Services _____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL:	\$ _____
Deposit due with Completed & Signed Agreement	\$ _____
Lodging Sales Tax due on arrival	\$ _____
Balance due on arrival	\$ _____

Please make checks payable to Luark Ranch & Outfitters, LLC. Client must sign and return the completed Agreement, along with the deposit, to Luark at P.O. BOX 25, Burns, CO 80426 on or before the deadline established by Luark. This Agreement is not final until Luark has received the signed Agreement with required initial payment. After acceptance of the Agreement by Luark, Luark shall not cancel the Agreement unless natural disaster, extraordinary weather conditions, fire, casualty, or other matters beyond Luark's reasonable control prevent Luark's performance under the Agreement in which event Luark shall give Client as much notice of such cancellation as is reasonably possible under the circumstances.

**I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT, ACKNOWLEDGMENT AND ASSUMPTION OF RISK AND RESPONSIBILITY AND LIABILITY RELEASE**

_____	_____	_____	_____
Client signature	Date	Client signature	Date
_____	_____	_____	_____
Client signature	Date	Client signature	Date
_____	_____	_____	_____
Client signature	Date	Client signature	Date

**If any Client is under 18, the parent or legal guardian of such Client must also sign:**

_____	_____
Signature of Parent or Guardian of Minor Client	Signature of Parent or Guardian of Minor Client

The foregoing Agreement is approved and accepted by Luark this \_\_\_\_\_ day of \_\_\_\_\_, 2018  
\_\_\_\_\_ Niki Luark, Manager of Luark Ranch & Outfitters, LLC

**Business/Contact Information:** Luark Ranch & Outfitters, LLC Niki Luark, Manager  
Outfitter Registration #761, Game Management Unit #26, BLM SRP#CO-140-14-90-14  
2834 Luark Road POB 25 Burns, Colorado 80426 Phone: (970) 653-4324 Fax: (970)653-4492 Email: luarkranch5861@aol.com

