

Sportsmans Edge Outdoors, Inc.

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sportsmansedgeoutdoors.club

2021 NEW MEXICO Hunt Reservation Form

Name _____ Cell _____

Address: _____

State _____ Zip _____ No. of Hunters in Party _____

Email Address _____

	Total	Amount of
Hunt Dates _____	Hunt Price _____	Deposit _____

Hunt Balance _____ Circle all that apply: ELK DEER BEAR ANTELOPE

This agreement entered into by and between OUTFITTER and the below endorsed Sportsman(s), sets out all aspects of the complete agreement between the parties and reflects the final agreement concerning the services to be performed and goods provided by OUTFITTER as well as respective rights and duties of the parties. The final resolution of all previous discussions and negotiations are set forth below and there are no implied terms to this agreement other than those expressly set forth herein. In no way does this contract or any articles herein guarantee or promise the below undersigned a kill or shooting. Hunter/guide ratio shall be 2 on 1 unless otherwise mutually arranged between OUTFITTER and client. The following service and equipment will be provided by OUTFITTER a. Game handling in the field to camp or processing plant. b. All transportation, if required, in the field is based upon the season and location of the camp. c. Transportation to and from nearby designated commercial airports for hunters flying into the area, provided previous written request is made to the OUTFITTER by the undersigned at least 30 days prior to arrival. Sportsman(s) shall furnish: (a) Items of personal comfort. (b) Weapons and ammunition which are legal for the taking of game in New Mexico. (c) Valid New Mexico Hunting License for game sought. Sportsman's duties, all hunters shall at all times: a. Conduct themselves in a civil and orderly manner. b. Practice firearm safety and good hunting habits. c. Not consume illegal drugs at any time or alcoholic beverages during hunting hours and shall remain mentally alert at all times. d. Observe all hunting and camp rules as presented by OUTFITTER either in writing or verbally including but not limited to any antler/size restrictions. e. Strictly adhere to all NMDGF regulations and New Mexico Statutes pertaining to hunting and safety and accept all responsibility for any violation of any NMDGF Regulations or Statutes. f. Pay all meat processing/shipping costs and arrange for shipment of trophies and pay for said shipping/handling costs. g. The undersigned shall not directly or indirectly compete for any of OUTFITTERS hunting leases or solicit hunting rights from any of OUTFITTERS private land Lessors for ten (10) years from the date of execution of this contract and shall accept all liability for any breach of this provision. The Undersigned Sportsman(s) Understands and Agrees that: a. Hunting activity involves certain inherent risks of loss or injury or illness and that each hunter assumes that risk of loss and injury and illness and furthermore agrees to indemnify and hold harmless the OUTFITTER, it's employees, agents, contracted personnel and OUTFITTER'S Hunting Lease Lessors, from any and all liability, costs, claims and demands whatsoever, including costs of any legal action, including reasonable attorney's fees. b. FINAL PAYMENT MUST BE MADE IN THE FORM OF: TRAVELERS CHECKS OR CASHIERS CHECKS 30 DAYS PRIOR TO ARRIVAL. NO PERSONAL OR COMPANY CHECKS ACCEPTED. c. Deposits represent reservation of space that is then unavailable to other hunters and are not refundable. In the event of a cancellation, Sportsman(s) shall give OUTFITTER 90 day's written notice of said cancellation. Sportsman(s) shall receive a 100% refund of his/her deposit only if OUTFITTER can obtain a replacement Sportsman(s) for the specific canceled date. If a replacement Sportsman(s) is not obtainable, deposit(s) may be applied to the following year and the current year's hunt prices shall apply .d. There shall be no refund, credit or proration due to inclement weather or if for any other reason beyond the control of OUTFITTER that the Sportsman(s) should leave the camp before the expiration of his/her hunt. e. If a Sportsman(s) is unwilling to abide by all the OUTFITTER'S rules of the camp either verbally or in writing and by all the terms and conditions of this contract then, at the sole discretion of OUTFITTER, the Sportsman(s) shall be asked to leave the camp and the hunt canceled with no refund. f. OUTFITTER relies that you are a Sportsman(s) and have sufficient hunting skills and abilities for the type of hunt booked, along with intimate knowledge of the operation of your weapon, and that you are in good physical condition. All physical limitations or health problems must be made known to OUTFITTER in the blank space provided below in this contract. You must also assume all responsibility for such conditions and hold OUTFITTER harmless therefore as described above g. Hunting procedures and activities by OUTFITTER depend on weather, game conditions, skill and physical conditions of Sportsman(s). OUTFITTER may, in its sole discretion, change camp locations, hunting areas and methods to best increase opportunity for success. Past kill success ratios are not guaranteed to be duplicated for current and subsequent years. h. The undersigned acknowledges that they are paying for service on Private Land only leased by OUTFITTER and that the undersigned is not being charged nor has paid for any service on Public Land Hunting Areas. OUTFITTER accepted no responsibility or liability for the actions of the undersigned while hunting outside OUTFITTER'S Private land leases. i. The undersigned authorizes OUTFITTER and OUTFITTER'S staff to take photographs of any and all game animals harvested by each undersigned Sportsman(s) and furthermore authorizes OUTFITTER to use said photographs and the likeness of the undersigned Sportsman(s) and/or any game animal harvested for promotional purposes. j. Sportsman(s) understand that fees paid to OUTFITTER do not include gratuity to guides, cooks or other personnel. Each undersigned acknowledges that he/she has read all of the informational material presented and displayed by OUTFITTER pertaining to specific hunt dates, outfitter fees, license fees, accommodations, services provided, location and terrain description of hunting areas, weather considerations, game conditions, and hunting methods and agrees that the content of said material coincides with all information received and represented by telephone by OUTFITTER. Where differences exist, this written shall contract controls. This agreement shall be binding upon the parties hereto, their heirs, representatives and /or agents. Any lawsuit, judicial proceeding, or any other action concerning this contract or provisions hereof shall be instituted only in the State of New Mexico. The Sportsman(s) damages are limited to the price paid by the Sportsman(s) directly to OUTFITTER as consideration for this agreement. No claim shall be made for proximate damages of a different amount. Nor may any recovery be had for incidental or consequential damages. The undersigned shall not engage directly or indirectly, in any slanderous or defamatory activity against OUTFITTER neither verbally or in writing and agrees to accept all liability for any such activity. If any party hereto pursues legal enforcement of this contract the non prevailing party shall pay the cost and reasonable attorney fees of the prevailing party. By signing below the parties hereunto acknowledge that they understand all the terms of this contract and furthermore agree that this contract shall be governed by the law of the State of New Mexico, both as to its interpretation and performance.

Hunters

Signature: _____ Date: _____