

Outfitter/Hunter Agreement

This contract for services is made in duplicate between:

**Savage Encounters, 2004 Inc. (SEI)/and or Savage Bighorns Ltd.
Box 731 Caroline,
Alberta, Canada T0M 0M0**

And

("Hunter")

Whereas, **SEI owns or leases certain Government of Alberta Big Game Hunting Allocations ("allocations") that provide SEI with the ongoing right to provide outfitting and guiding services to non-resident and non-resident alien hunters,**

and

whereas, **SEI is in the business of providing big game hunting experiences to hunters in various Wildlife Management Units ("WMUs") in Alberta,**

and

whereas, **Hunter is desirous of participating in a big game hunting experience in Alberta,**

now,

therefore, **SEI and Hunter hereby enter into this contract under the following terms and conditions:**

SEI agrees to provide outfitter services for the duration of the big game hunting experience, hereinafter called the "Hunt", to Hunter as follows:

Primary species to be hunted:

Secondary:

**Other
Other:**

Method:

Dates of Hunt:

**Start Date:
End Date:**

of hunting days:

Arrival date in Alberta:

Hunter/guide ratio:

COST OF HUNT: \$ TAX /LICENCE(S) \$ (2.5% GST All Inclusive)

TOTAL: \$ USD TROPHY FEE: \$N/A

SEI warrants that it is an active member in good standing of the Alberta Professional Outfitters Society (APOS) and that SEI will conduct the hunt in accordance with the APOS Code of Ethics.

SEI represents and warrants to Hunter that it is duly licensed by the "APOS" to conduct the Hunt in accordance with all national, provincial and local laws, rules and ordinances applicable to the Hunt.

SEI warrants that it has the required allocation(s) for the Hunt, and that, upon payment by Hunter of the appropriate license and allocation fees, as hereinafter described, will procure required licenses for Hunter prior to commencement of the Hunt.

SEI represents and warrants to Hunter that it is appropriately bonded and insured according to the requirements established by the APOS.

SEI will provide outfitter services to Hunter for the duration of the Hunt. These outfitter services will include pre-hunt scouting, guiding, food, accommodation, road and ground transportation as required, horses as required, ATV quads as required, reasonable access for permission, etc. Due to many clients wishing to head home early or do sightseeing if they harvest an animal early, it is best for clients to rent a car in Calgary and drive to camp. Direction will be provided.

All costs related to the hunting experience are in US dollars, unless otherwise stated, and include all food and accommodation commencing at 6:00 PM on the night prior to the start of the Hunt and throughout the Hunt until 11:00 AM on the day after of the Hunt. Any other food, accommodation and/or miscellaneous costs incurred by Hunter will be for Hunter's account. Such other costs would include hotel, or similar accommodation, meals, taxis, car rentals, etc. that Hunter may incur prior to the commencement of the Hunt, or after the end of the Hunt.

Hunter is advised to procure adequate vacation and/or travel insurance to insure against any unforeseen circumstances that may require cancellation of the Hunt, for any reason, in order to recover expenses that might be incurred. Such events may include, but are not limited to, sickness or death of Hunter, death of a family member, riots, wars, acts of God, flight cancellations and so forth. Hunter acknowledges that he/she has been advised by SEI to obtain such insurance and understands that cancellation of the Hunt for any insurable reason will represent a non-refundable situation.

Hunter agrees to pay 50% of the cost of the Hunt at the time of booking, unless other arrangements have been agreed to by SEI. Hunter further agrees to pay the remaining 50% of the cost of the Hunt 90 days prior to commencement of the Hunt, unless other arrangements have been agreed to by SEI. Late payment fee of 5% will be added.

\$1,000 of the initial deposit is non-refundable. The remaining deposit and/or final payment will be refunded, provided cancellation is necessitated due to a non-insurable event, and then only if SEI is able to fill the canceled spot. In the event that SEI must offer a discount to fill a canceled spot, the refund will be reduced accordingly. In the event of outright cancellation of a Hunt for any non-insurable reason, Hunter acknowledges that he/she clearly understands that SEI's prime objective will be to fill any available Hunts prior to filling a canceled Hunt. There will be no refund if a hunt is canceled for an insurable event.

Hunter acknowledges that the cost of licenses is in addition to the 'Cost of Hunt' referred to in paragraph #1, and that the cost of licenses is for Hunter's account. All license fees must be paid by Hunter in advance of Hunter's arrival in Alberta. Upon payment of license fees by Hunter, SEI will procure the required licenses on behalf of Hunter prior to the Hunt.

Gratuities to any guides, cooks and other support personnel that help on the hunt are at Hunter option but highly suggested. As a general guideline, normal gratuity is between 10% and 15% of the cost of the Hunt. Gratuities are not included in the cost of the Hunt. Tips are an industry standard.

The cost of the hunting experience does not include the cost of transportation incurred by the Hunter to get

from Hunter's home to and from Hunter's initial Alberta location or to and from Camp.

SEI, and its representatives, contract workers, employees and agents, shall maintain all reasonable care and precaution for the safety of Hunter. However, Hunter acknowledges that he/she is participating in an outdoor activity involving inherent risks and danger that may cause serious injury, and possibly death, to participants. Hunter also acknowledges his/her understanding that back country trails, horse and/or wagon rides, the use of various equipment, such as, but not limited to, ATV quads, etc., and various hunting and fishing activities involve additional risks and dangers. Hunter herein accepts such risks and dangers, assumes any associated liability for same, and indemnifies and holds harmless SEI, and its representatives, contract workers, employees and agents, from any and all causes and claims of action arising from this contract, or the services provided hereunder, including ancillary services such as air and ground transportation.

Hunter assumes all risk of personal injury, accident, death or property damage/loss resulting from any cause whatsoever including, but not limited to, the inherent risks of hunting, fishing, horseback riding, mountain/wilderness hiking, etc. Hunter agrees that SEI and its representatives, contract workers, employees and agents shall not be liable for any such personal injury, death or property loss and releases SEI and its representatives, contract workers, employees and agents from all liability, and waives all claims with respect thereto.

Hunter also agrees that SEI and its representatives, contract workers, employees and agents shall not be liable in any way for any loss, delay, irregularity, injury or added expense arising out of, or in any way connected with, any of the following: area closures; big game hunting regulation changes; inclement weather; illness; unforeseen delays or any other uncontrollable event, including domestic and foreign government changes and/or restrictions to regulations, importation, exportation, decrees, etc.

Hunter acknowledges that the terms and conditions of this agreement apply whether SEI is at fault or not, and limit the liability of SEI and its representatives, contract workers, employees and agents to the same extent as it limits the liability of SEI, even though the SEI representatives, contract workers, employees and agents are not formal parties to this agreement. Hunter understands that SEI, in securing execution of this agreement by Hunter, is acting as agent, or trustee, on behalf of, or for the benefit of, SEI representatives, contract workers, employees and agents, who shall to this extent be, or be deemed to be, parties to this agreement.

Hunter acknowledges that he/she must comply with Canadian 'Immigration' policies to be allowed entry into Canada. Hunter is herein advised that if Hunter has any type of past criminal offence on Hunter's personal record, such as a DUI (driving under the influence) conviction, Hunter may be refused entry into Canada. It is Hunter's responsibility to obtain a 'Minister's Permit', a "Certificate of Rehabilitation", or such other dispensation, as may be required to allow Hunter unfettered entry into Canada. Hunter can also obtain additional information from Canada Border Crossing Services, Lucy Perillo 204-488-6350, or 800-438-7020 or www.bordercrossing.ca

Canada has implemented a Federal Gun Registration Program that affects both Canadian residents and non-residents. All firearms must be registered on entry into Canada and a fee of about \$25 Cdn. is required to be paid by Hunter at the port of entry. The \$25 Cdn. fee is only payable once per 12 month period and covers multiple guns being imported into Canada by Hunter. Further information may be obtained from the Canadian Firearms Centre worldwide toll-free number (800) 731-4000, the Canadian Firearms Centre Website at <http://www.rcmp-grc.gc.ca/cfp-pcaf/information/visit/index-eng.htm>

Hunter will go to www.mywildalberta.com for a current copy of the annual 'Alberta Guide to Hunting Regulations' prior to the Hunt and agrees to read this guide prior to the start of the Hunt. Hunter acknowledges that he/she is responsible for reading, understanding and observing such regulations. This is particularly important with respect to minimum size restrictions on legal animals and export requirements. Hunter assumes full responsibility for his/her actions during the Hunt and agrees to bear all responsibility for any fines or penalties imposed on Hunter for any violation of such regulations by Hunter. We also require hunter to visit www.albertarealm.com to acquire a WIN # to assist us in

obtaining a hunting license. INITIAL HERE _____

SEI, and its representatives, contract workers, employees and agents, and Hunter agree to fully cooperate with provincial and federal Wildlife officials and to abide by all applicable conservation and game laws, statutes and regulations, and will not condone their violation in any manner whatsoever.

Hunter acknowledges that in the event Hunter commits a wildlife offence as described in the 'Alberta Guide to Hunting Regulations', SEI is morally and ethically required to report such offence to the appropriate authorities.

Hunter understands that there are many uncontrollable events that can affect the outcome of the Hunt. Accordingly, it is understood that this contractual agreement does not constitute or imply any guarantee by SEI, or any of its representatives, contract workers, employees or agents that any particular species of animal will be harvested by Hunter during the Hunt. It is fully understood, however, that SEI, and its representatives and employees, will make every reasonable effort to place Hunter in an area and position where the probability of harvesting the primary species will be enhanced.

Although both Hunter and SEI want Hunter to harvest a 'big' animal, this does not always happen. SEI provides 'hunting' experiences, not 'killing' experiences. Our official position with respect to class, or size, of animals that we hope to show to Hunter is as follows: Whitetail = 130+, mule deer = 140+, moose = 30" to 45" spread and elk = 270 to 310, Bear 6". These projections are the minimum results that SEI strives to attain for each hunter, however, Hunter acknowledges that SEI and Hunter may be unsuccessful in achieving these results or, in fact, any results.

It is hereby agreed that the focus throughout the Hunt will be to successfully harvest the primary species of animal, as described in paragraph #1 of this agreement, and that any additional non-primary species will receive minimal attention until the primary species has been harvested.

Hunter acknowledges that it may be unrealistic to expect to harvest more than one animal during the Hunt, and that any non-primary species will be hunted only if there is no impact on the main focus of the Hunt.

SEI is responsible for obtaining sufficient permission authorizing access from various landowners in the hunting area to allow for the conduct of a proper Hunt. Such permission is not necessarily exclusive, and certainly not total, within the hunting area and Hunter acknowledges that such exclusive, or total, permission for access would be impractical and unnecessary.

It should be clearly understood by Hunter that is illegal in Alberta for an outfitter to pay a landowner for access to landowner's property and it is similarly illegal for a landowner to charge a third party for access. Hunter herein acknowledges the foregoing statement and realizes that access to any property can be withdrawn at any time and for any reason. For this reason, it is essential that landowners be treated with the utmost of respect at all times.

SEI does not warrant that Hunter will not see other hunters during the Hunt. In fact, it is expected that Hunter will see other hunters during the Hunt, and such other hunters may have access to the same hunting area in which Hunter is hunting.

This agreement is for the provision by SEI of guiding services for the primary species of animal. In the event such animal is wounded by Hunter, and escapes, it is mutually agreed that for all intents and purposes, the Hunt for the primary species is over and has been successful. If Applicable, at this time any trophy fee due will be paid. At this time it SEI will have final decision if hunt will continue for wounded species. Hunt can also be cancelled at any time for unethical or illegal behaviors by hunter.

Hunter realizes and acknowledges that it is Hunter's sole responsibility to decide whether or not to harvest an animal. Although Hunter's Guide may be asked by Hunter for harvest advice, or Guide may make harvest recommendations to Hunter, it is up to Hunter, and never the Guide, to make the ultimate decision whether or not to harvest an animal.

In the unlikely event that Hunter encounters any problem before, or during, his/her Hunt, Hunter is hereby advised, and herein acknowledges, that it is Hunter's responsibility to immediately contact Chad Lenz ("outfitter") to discuss, and resolve, such problem. Hunter also acknowledges that it is unreasonable and unfair to not communicate such problem to outfitter in a timely manner to allow for time to resolve such problem forthwith. Hunter further acknowledges and agrees that any problem not communicated to outfitter immediately upon identification of such problem, either before or during the Hunt, will not be deemed to be a problem under any circumstances. Hunter further acknowledges that upon completion of the Hunt, any problem(s) not already communicated to outfitter will also not be deemed to be a problem under any circumstances.

Hunter acknowledges, as a precondition to Hunter's participation in the Hunt organized by SEI, and in further consideration of SEI allowing Hunter to participate in the Hunt, that Hunter will be strictly bound by the terms and conditions of this Agreement, including its waiver, assumption of risk and indemnification provisions. Hunter further agrees and acknowledges that, by signing this Agreement, Hunter relinquishes any right to sue SEI, or any of its representatives, contract workers, employees or agents, for any injury, or damages, howsoever caused.

SEI and Hunter mutually agree that any photographs and/or video taken during the hunt will be shared by both parties to this agreement. It is further agreed that both SEI and Hunter may use such photographs and/or video for any reasonable purpose, such as advertising, promotion, etc. without any payment to either party to this agreement.

If for any reason Hunter fails to arrive at his/her initial Alberta location or camp as scheduled, no adjustment or compensation will be due to Hunter. It will be Hunter's responsibility to arrange transportation to Alberta and to camp at Hunter's expense.

If for any reason Hunter departs from the Hunt prior to the scheduled end of the Hunt, Hunter will do so at Hunter's expense, and no adjustment or compensation will be due to Hunter.

Hunter acknowledges that if inclement weather delays travel from the incoming Alberta location to the camp, there will be no refund due to Hunter of any of the monies paid for the Hunt.

If Hunter's departure from camp is delayed for some uncontrollable reason, such as weather, road conditions, traffic jams, vehicular breakdown or any similar event, SEI will continue to provide Hunter with food and accommodation during the delay. In the event of such delay, Hunter agrees that SEI will not be responsible for any costs incurred by Hunter with respect to airline flight change charges, or any other charges that may be incurred by Hunter as a result of the delayed departure from camp, and that SEI will be held harmless for any inconvenience, or other loss, caused by the delayed departure.

SEI will provide rough caping at no cost. If Hunter wants a finished salted cape, the cost is \$250. If a client wishes to have a European Mount, there is a \$250 fee for cleaning skull. Trophy Transportation: If you cannot arrange to take antlers, skull, or cape home with you, SEI will arrange for trophy to be delivered to shipper in Edmonton or Calgary for \$200 per animal. Shipping expense is responsibility of hunter. Final caping and/or taxidermy can also be contracted to a reputable taxidermist, and will be for Hunter's account. Meat: "Clients are responsible for meat processing/handling at a fee of \$600 for moose or elk and \$200 per deer minimum and any extra processing charges over and above the minimums. If Hunter wants to process his meat and take meat home or wish to donate it to charity, the meat will be processed at a local butcher and the \$600 Moose or elk and/or deer \$200 cost is payable by the client before he or she leaves camp. Meat processing will be contracted to a reputable butcher, and will also be added to the Hunter's account. There may be a nominal charge levied by an appropriate holding facility to store the said trophy prior to delivery to a local taxidermist, or prior to Hunter departing camp. Any such charges will be at the Hunter's expense. Shipping will not be considered until December/January when season is complete. INITIAL HERE _____

Hunter is hereby advised that Alberta law specifies that no edible meat from a harvested animal can be wasted and that all meat must be appropriately attended to by Hunter. This includes marginally edible

meat such as from the rib cage, neck, etc. In short, Hunter must take all meat with him/her or, if it is hunter's desire to donate all, or a portion, of the harvested meat to a guide, landowner or charity, then Hunter must ensure that such meat will not be wasted and will be properly processed..

Any trophies, capes or other items shipped to Hunter's taxidermist at Hunter's request, will be shipped collect.

Shipping meat after your hunt is not an option, If hunter wants to take any meat, Hunter must take processed meat with him/her when they depart camp. Wild Harvested Meat can be taken in person only to the US by vehicle or on plane. Extra costs of coolers and overweight, extra baggage is at hunters expense and the airlines should be contacted for baggage rules/costs.
INITIAL HERE _____

This agreement must be completed in full by both parties to this agreement prior to commencement of the Hunt. The 'Hunter Questionnaire', previously submitted to SEI by Hunter, is an integral part of this agreement.

This contract between SEI and Hunter embodies the whole agreement of the parties to this contract. There are no promises, terms, conditions or obligations other than those contained herein, and this contract shall supersede all previous communications and agreements, either verbal or written, between the parties. There are no representations of any kind other than those included in this contract.

It is agreed by both parties that this contract shall be governed, interpreted and enforced, both as to interpretation and performance, pursuant to the laws of the Province of Alberta, Canada.

"I HAVE READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. I ALSO UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE SEI OR ITS REPRESENTATIVES, CONTRACT WORKERS, EMPLOYEES OR AGENTS, AND A RELEASE AND INDEMNITY FOR ALL CLAIMS."

The undersigned hereby agree to the terms and conditions of this Outfitter/Hunter Agreement by virtue of their respective signatures on this contract.

Executed by SEI on _____, 20__ in the Town of Caroline, in the Province of Alberta.

Executed by Hunter on _____, 20__ in the
_____, in the State/Province of _____.
(Name of city, town, etc.) (Name of state/province)

Hunter's Signature: _____

SEI authorized Signature: _____