

Riffle and Rise, LLC

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Colorado Outfitter License # 2936

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Outfitter/Client Agreement

This agreement is made by and between *Riffle and Rise, LLC* (hereinafter referred to as "Outfitter") and

_____ (hereinafter referred to as "Client"). This agreement shall be effective on the date Outfitter receives Client's payment and the agreement is signed by both parties. The parties (Outfitter and Client), in consideration of the mutual promises contained herein, now agree as follows:

1. The Outfitter Agrees to:

- a. 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 Professions and Occupations, Office of Outfitter Registration; Bureau of Land Management; Colorado Division of Wildlife and/or the U.S. Forest Service.
- b. Provide Client with the following guided fly fishing service(s):
☐ Guided Fly Fishing Walk/Wade Trip(s) ☐ half day ☐ full day ☐ private water (1 fly fishing guide for up to 3 Clients/Anglers)
- c. Provide Client with the following guided fly fishing services on the associated date(s):

- d. Provide the Client with recommendations for clothing and gear, and directions to the Gunnison area.
- e. Provide transportation and appropriate vehicle shuttle services for the fishing trip, which will take place on the rivers and streams in the Gunnison Valley and/or other areas to be determined.

2. The Client Agrees to:

- a. Pay all fees when due and furnish all required information.
- b. Purchase applicable fishing license(s).
- c. Arrange for their own travel to the Gunnison area.
- d. Bring sufficient but not excessive amounts of personal gear.
- e. Read and sign the RELEASE OF LIABILITY AND ACKNOWLEDGEMENT OF RISK, and return to Outfitter on or before the date of the trip.

3. Fees and Conditions

In consideration of the Outfitter providing the services as set forth herein above, the Client agrees to pay the Outfitter the sum of

\$ _____ as follows:

- a. Fees are to be paid in U.S. funds in the form of cash, check, or credit card payment.
- b. Fees are to be paid in full at the time of the reservation.
- c. Fees for full-day guided trips include lunches.
- d. Fees do not include fishing licenses, miscellaneous equipment and tackle, and/or gratuities.

4. Cancellations and Refunds:

- a. Clients who cancel a reservation up to 7 days prior to the trip date will receive a full refund of their trip fee. For cancellations made within 7 days of the trip date, clients will receive a refund of 80% of their trip fee. Clients who do not show up on the day of the trip will not receive a refund.
- b. In the event the Outfitter materially defaults in the performance of any portion of his obligations hereunder, due to circumstances beyond Outfitter's control including but not limited to weather, floods, fire, other acts of nature, governmental action, or staff illness, Outfitter will attempt to reschedule the trip with the Client for another date. If the trip cannot be rescheduled, the Client shall be entitled to a full refund of their trip fee.
- c. Each Client understands that notwithstanding any other provisions of this contract the Outfitter may, at his sole discretion, return any fees paid and decline to accept Client for any reason.

5. Pursuant to section 12-55.5-105(l)(c) and (1)(d) outfitters are bonded and required to possess the minimum level of liability insurance and the activities of outfitters are regulated by the Director of the Division of Professions and Occupations in the Department of Regulatory Agencies. Outfitter meets or exceeds state requirements and is insured by *Capitol Indemnity Corporation*. Proof of bond and insurance is available upon request.

Client has read and understands this Agreement, and acknowledges that it shall be effective and binding upon the Client/Outfitter and their respective heirs, successors and assigns. A parent or guardian must sign below for any participating minor (those under 18 years of age). This Agreement shall be effective as of the latest date signed by the parties below.

Outfitter Date _____

Client Date _____

Parent or guardian of Client, if under 18 Date _____