

# Mike's Driftwood Outfitters

225 Carter Avenue  
Rouyn-Noranda (Quebec) J9X 1S7 Canada  
**2020 Hunting Agreement**

WHEREAS, Client #1 \_\_\_\_\_, Client #2 \_\_\_\_\_,  
Client #3 \_\_\_\_\_, and Client #4 \_\_\_\_\_,  
(individually referred to herein as "Client" or collectively as "Clients") desire to engage Mike's  
Driftwood Outfitters operating as Mike's Driftwood Outfitters to provide hunting, guiding, fishing and  
related hunting outdoor services (the "Hunt") under the following terms and conditions:

## Nature of the Hunt

1. Mike's Driftwood Outfitters will provide a seven-day Hunt for Clients.
2. The cost of the Hunt is \$\_\_\_\_\_.
3. Type of hunt: *(describe)* \_\_\_\_\_  
\_\_\_\_\_
4. Hunting dates: \_\_\_\_\_ through \_\_\_\_\_ per  
schedule on website [www.Driftwood-Outfitters.com](http://www.Driftwood-Outfitters.com)
5. A non-refundable 45% deposit in the amount of \$\_\_\_\_\_ is required to secure  
reservation and is due upon the execution of this Agreement.
6. The deposit amount constitutes a fee to reserve said Hunt. Refunds of the deposit will be  
considered in the sole discretion of Mike's Driftwood Outfitters if and when Mike's Driftwood Outfitters  
rebooks the Hunt with another client. Refunds are non-refundable but are transferrable. The balance  
owed for the Hunt will be paid in the form of cash or money order and must be paid prior to the  
commencement of the Hunt. All checks for deposits will be made payable to Mike's Driftwood  
Outfitters.

## General Terms and Conditions

7. Mike's Driftwood Outfitters will provide necessary equipment, vehicles, cabins depending on the  
hunt purchased.
8. A guide will be provided for every two Clients unless otherwise noted in this Agreement.  
The guide will help locate game, track game, give advice on shots, field dress, and will assist in  
packing-out the game.
9. Trophies and meat will be handled according to the specifications of the Client. Meat processing  
and taxidermy are available for an additional fee.

10. Clients will conduct themselves in a good and sportsman-like manner at all times.
11. Mike's Driftwood Outfitters will have full and final authority for the operation of the camp, for its employees and for the Hunt. At no time will its authority be challenged. Any questions and/or complaints will be taken up directly and in private with Mike's Driftwood Outfitters.
12. Clients will practice good firearm safety and good hunting habits. Clients will not indulge in alcoholic beverages during the hunting hours. Consumption of alcoholic beverages is prohibited until the hunting day is over and all firearms are unloaded and properly stowed. Clients will at all times conduct themselves in a professional manner and not drink to excess.
13. The Lodge will remain open until the Clients have retired for the evening or until 11:00p.m., whichever is earlier.
14. Clients will observe the advice and recommendations of their guides and will not leave camp or otherwise go out on their own unless approved by their guide and Mike's Driftwood Outfitters.
15. Clients will observe all hunting and camp rules as verbally set forth by Mike's Driftwood Outfitters.
16. Clients will strictly adhere to all Division of Wildlife Regulations.
17. Hunting may be done on foot, boat, vehicle or ATV at the discretion of Mike's Driftwood Outfitters.
18. If any Client does not abide by this Agreement and the rules as set forth by Mike's Driftwood Outfitters, the Client will, at the discretion of Mike's Driftwood Outfitters, be asked to leave the premises as soon as possible. Money paid for the Hunt will not be refunded.
19. Any game animal which is shot and which is deemed mortally wounded by Mike's Driftwood Outfitters and/or Mike's Driftwood Outfitters guides constitutes a completed Hunt for that client.
20. Release of Liability. Each Client hereby voluntarily releases and forever discharges Mike's Driftwood Outfitters and any of its directors, officers, owners, guests, employees, agents, servants, guides, and any affiliates or representatives thereof, from any and all liability, claims, demands, actions or rights of action, which are in any way related to participation in the Hunt. The release contained herein includes, without limitation, the release of any physician or non-physician who provides any first aid, emergency or other healthcare services in connection with the Hunt. The release contained herein also includes, without limitation, the release of any landowner upon whose property the Hunt is conducted.
21. Indemnification. Each Client further agrees to defend, hold harmless and indemnify Mike's Driftwood Outfitters for any and all injuries, damages and costs, including attorneys' fees, incurred in connection with any claims which may be brought against Mike's Driftwood Outfitters by any third party in connection with any Client's participation in the Hunt.

22. Risks. The Client understands and acknowledges that the Hunt involves certain known and unknown risks which could result in injury, death, illness, disease or other damage to the Client, Mike's Driftwood Outfitters or to third parties. Among these risks are: (1) the nature of the activity itself; (2) the use of firearms and weapons; (3) the acts, omissions or negligence of the Client, Mike's Driftwood Outfitters or others; (4) latent or apparent defects or conditions in the equipment, tack or the property supplied by Client, Mike's Driftwood Outfitters or others; (5) weather conditions; (6) contact with plants or animals; (7) the Client's own physical condition; (8) the effects of elevation; (9) the surface and subsurface condition of areas, roads, trails, waterways, or terrain, and accidents connected with their use; and (10) the first aid, emergency treatment or other services rendered. The Client understands and acknowledges that the above list is not complete or exhaustive, and that the Hunt may involve other risks, known or unknown, anticipated or unanticipated.

23. Assumption of Risks. Being aware that the Hunt and hunting activities involve substantial risks, the Client expressly and knowingly agrees to accept and assume all responsibility and risk for any injury, death, illness, disease or other damage to the Client or to the Client's property arising from Client's participation in the Hunt.

24. Each Client hereby certifies that he/she has no physical or mental condition(s) and that he/she is not and will not become under the influence of any medications, drugs or alcohol which any way impair his/her ability to safely engage in the Hunt.

25. The Client understands and acknowledges that no medical insurance benefits will be provided to the Client by Mike's Driftwood Outfitters. The Client certifies that the Client has sufficient health, accident and liability insurance to cover, or that the Client is capable of personally paying for, and will pay for, any medical expenses, emergency transportation expenses and any bodily injury or property damage the Client may incur and any bodily injury or property damage caused to Mike's Driftwood Outfitters or any third party as a result of the Client's participation in the Hunt.

26. In the event any payment to Mike's Driftwood Outfitters is not made, reversed, returned or otherwise does not clear, the Client shall pay an additional fee of twenty percent (20%) of the amount of such payment with all costs of collection including, without limitation, reasonable attorney fees.

27. In the event there is any action to enforce this Agreement or to seek legal remedies in connection with the Client's participation in the Hunt, any such action or claim brought by the Client related to this Agreement or his/her participation in the Hunt must be brought within one (1) year of the date of such action or claim accrues.

28. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and shall supersede all other agreements (whether written or oral) between the parties. No waiver or modification of this Agreement or any covenants, conditions or limitations herein contained shall be valid unless in writing and duly executed by all the parties hereto.

29. The invalidity or unenforceability of any of the terms or provisions of this Agreement shall not affect the enforceability or validity of the remainder.

30. By signing below, the Client fully understands and agrees to the terms and conditions contained herein.

\_\_\_\_\_ Client #1 [printed name] \_\_\_\_\_ Client signature

Date \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

***Please sign and return this Agreement with your deposit to Mike's Driftwood Outfitters, c/o Mike Arko, 225 Carter Avenue, Rouyn-Noranda (Quebec) J9X 1S7 Canada.***

\_\_\_\_\_ Client #2 [printed name] \_\_\_\_\_ Client signature

Date \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

***Please sign and return this Agreement with your deposit to Mike's Driftwood Outfitters, c/o Mike Arko, 225 Carter Avenue, Rouyn-Noranda (Quebec) J9X 1S7 Canada.***

\_\_\_\_\_  
Client #3 [printed name]

\_\_\_\_\_  
Client signature

Date \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

***Please sign and return this Agreement with your deposit to Mike's Driftwood Outfitters,  
c/o Mike Arko, 225 Carter Avenue, Rouyn-Noranda (Quebec) J9X 1S7 Canada.***

\_\_\_\_\_  
Client #4 [printed name]

\_\_\_\_\_  
Client signature

Date \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

***Please sign and return this Agreement with your deposit to Mike's Driftwood Outfitters,  
c/o Mike Arko, 225 Carter Avenue, Rouyn-Noranda (Quebec) J9X 1S7 Canada.***