



ELK HUNT CONTRACT

SACRAMENTO MOUNTAIN OUTFITTERS

Division of Lane Enterprises, Inc.

P.O. Box 982

Cloudcroft, NM 88317

Telephone: (575) 687-3224

2024 HUNTING AGREEMENT AND LIMITED POWER OF ATTORNEY

Step 1 Each Applicant needs to Complete and Sign this Original Contract Agreement. Send all pages along with the required deposit and license fee to the above address.

Step 2 Check the applicable Private Land Hunt or Guaranteed Tag Hunt box that you are interested in booking. All Hunts are Guided (2 on 1). Listed below are the Estimated Hunt Schedule Dates:

<input type="checkbox"/>	Archery	September 1 – 6	\$14,500.00
<input type="checkbox"/>	Archery	September 9 – 14	\$14,500.00
<input type="checkbox"/>	Archery	September 19 – 24	\$14,500.00
<input type="checkbox"/>	Youth or Mobility Impaired	October 5 – 9	\$14,500.00
<input type="checkbox"/>	Muzzleloader	October 12 – 16	\$14,500.00
<input type="checkbox"/>	Rifle	October 19 – 23	\$14,500.00

- 1 on 1 Guides are an additional \$1,000.00 per Hunt.

Note: Please include State License Fee of \$576.00 and Applicable State Sales Tax.

New for 2024 all Private Land Owner Tags will be required to obtain a General Hunting License from the State of New Mexico Department of Game and Fish.

Please Enter the Number of Guest(s) _____. Non-Hunting Guest Fee is \$500.00 per guest (Limit of 2 Guest per Hunter). This fee includes lodging/dining at the ranch and attending the hunt.

Hunters who arrive in advance of the normal arrival time will be charged an additional fee of \$200.00 per person, per day.

The guided private land and guaranteed tag hunts include landowner permits (private land elk), all meals, field accommodations and transportation on ranch, game care in the field and guide fees. **The hunter is responsible for transportation to/from the hunt location, state license fee and applicable sales tax.** All hunt dates are tentative and subject to change due to regulatory changes or schedule changes.

Step 3 To Book a Private Land or Guaranteed Tag Hunt:

Please enclose a deposit of 50% of your total hunt cost. The remaining 50% is due 30 days prior to your arrival at the hunt location. All Deposits are Non-Refundable and may not be transferred. Payment must be made by Cashier's Check, Money Order or Cash only.

Step 4 This agreement must be completed by each hunter in the party.

To all persons, be it known, that _____, GRANTOR/HUNTER, does hereby make and grant a limited power of attorney to David Lane and/or Margaret Lane of Sacramento Mountain Outfitters and does thereupon constitute and appoint said Individuals as my attorney-in-fact and Registered Agent. My attorney-in-fact shall have limited powers and authority to undertake such acts as herein described on my behalf that I could do personally, with full power of substitution and revocation. Granted are the powers to make application for and obtain licenses in the state of New Mexico.

My attorney-in-fact hereby accepts this appointment subject to its terms and agrees to act and perform in said fiduciary capacity consistent with my best interests as he or she, in his best discretion, deems advisable, and I affirm and ratify all acts so undertaken. This power of attorney shall be revoked by disability of the Grantor and shall otherwise continue in full force and effect until revoked by subsequent writing.

In consideration for my being permitted to participate in the activities provided by Sacramento Mountain Outfitters, I agree to the following waiver and release. I acknowledge that hunting and other wilderness activities have inherent risks, hazards and danger for anyone, that cannot be eliminated, particularly in a wilderness environment, I understand that risks, hazard and dangers include without limitation; 1) vehicle; and 4) Activities involving bows/arrows and firearms. I understand that these activities may require good physical conditioning and a moderate degree of outdoor skill and knowledge. Although any hunt can be tailored to individual needs with good success rates on all individual hunts, I understand that good physical conditioning betters my odds of being able to bring home a trophy bull. I understand that the terrain I will be hunting varies from open meadow land with timbered slopes to deep canyons and that altitudes vary from 7000 to 9000 feet above sea level. I understand that I am voluntarily using the services of Sacramento Mountain Outfitters with full knowledge of the inherent risks, hazards and dangers of the activities described above and have discussed them with Sacramento Mountain Outfitters. I hereby assume and accept any and all risks of injury, paralysis or death. Lastly, I, for myself, my heirs, successors, executors, and subrogees, hereby knowingly and intentionally waive and release, indemnify and hold harmless Sacramento Mountain Outfitters, their directors, officers, agents, employees, volunteers, and landowners from and against any and all claims, actions, causes of action, liabilities, suits and expenses which are related to, arise out of, or are in any

way connected with my participation in these activities.

If this contract is being executed for a minor, the following paragraph applies:

In consideration for the listed minor to being permitted by Sacramento Mountain Outfitters to participate in the hunting activities which include without limitation, the use of its services and equipment, I, as parent, guardian or custodian agree to the following waiver, release and indemnification: The undersigned parent, guardian custodian of the listed minor, for himself/herself and on behalf of said minor hereby joins in the foregoing waiver and release and hereby stipulates and agrees to save and hold harmless, indemnify and forever defend Sacramento Mountain Outfitters, their directors, officers, agents, employees, volunteers, and landowners from and against any claims actions, demands, expenses or liabilities made or brought by such minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of Sacramento Mountain Outfitters.

I further grant Sacramento Mountain Outfitters use of photos or video of myself and/or my hunt for promotional material, and/or written statements made by myself on behalf of Sacramento Mountain Outfitters and its staff.

Alcoholic beverages may be consumed in moderation. Under no circumstances will you be allowed to consume any alcoholic beverages during the day and hunt in the evening. Any excessive drinking or use of illegal drugs will be grounds for termination of the contract with no refunds.

All activities on the ranch will be conducted with a guide or outfitter. Hunter assumes responsibility for trophy quality when making the decision to whether to shoot or not shoot.

By the Hunter and the Outfitter entering into this Contract, it is agreed that, in addition to the criteria listed in this Contract, both Parties behave ethically, honestly, and safely. Furthermore, in accordance with Federal Law and U.S. Department of Agriculture policy, the Outfitter is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion or disability.

Special Addendum: Guides, Hunters, and Guest are Required to Sign a COVID Liability Waiver and Release of Claims Form the Day of Arrival.

I have carefully read, clearly understand and voluntarily sign this contract, waiver and release agreement:

Grantor/Hunter Signature: _____

Date: ____/____/____

Witness Signature: _____

Date: ____/____/____

SMO: _____

Date: ____/____/____

Hunter Information

(Must be filled out completely for each hunter in the party)

Last Name: _____ First Name: _____ MI: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Daytime): _____ Telephone (Evening): _____

Email Address: _____

Sex: Male ☐ Female ☐

Date of Birth: ____/____/____

Height: _____ Weight: _____ Eye Color: _____ Hair Color: _____

Last 4 Digits Social Security Number: _____

Hunter Education No. (If under 18): _____ State: _____ Year: _____

If You Have Any Medical Conditions That May Affect Your Hunt Please Advise Sacramento Mountain Outfitters Before The Hunt Starts.

PLEASE ANSWER THE FOLLOWING:

Have you ever had any Heart Trouble, Altitude Sickness, Walking or Hiking Difficulties?

Do you suffer from Arthritis, Color or Night Blindness, Medical or Food/Nut Allergies?

If you have applied for hunts in New Mexico during the last few years and have either a Customer Identification Number (CIN) or a Username and Password on File with the NM Game and Fish, please list them below so we can apply you for the License.

CIN Number: _____

Username: _____

Password: _____

Have you previously hunted big game? YES ☐ NO ☐ Type: _____

Was the Hunt Guided? YES ☐ NO ☐ Were you Satisfied? YES ☐ NO ☐

What would make your Hunt and Exceptional Experience?

What Special Accommodations do you require?

List All Members of Your Hunting Party:

Name of Group Contact: _____

Telephone Number: _____

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