

	<h1 style="margin: 0;">Brugman Outfitting Service</h1> <p style="margin: 0;">PO Box 525 Carlsbad NM 88220 Phone: 575-706-1857 brugman@southwesthunts.com</p>	
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Client Contract/Terms & Conditions (Agreement)

Hunter Name:
Address:
City/State/Zip
Phone:
E-Mail:

Base Hunt Price:	
NM Tax 7.3125%:	0.00
Hunt Subtotal:	\$0.00
Deposit:	
Final Payment:	\$0.00

Hunt Type:
Other Species:
Hunt Dates: From: To:
Arrival Date:
Depart. Date:

NM License Fee:	\$0.00
NM Habitat Fee:	\$5.00
NM Access Fee:	\$4.00
NM Application Fee:	\$27.00

Details/Other:

New Mexico Hunt Fees: The base hunt price **does not** include New Mexico license fees. New Mexico application fee, license fee, access fee and habitat stamp will be charged to your credit card.

Authorization to Apply for Hunt(s): To all persons be it known that _____, Grantor/Hunter, does hereby make and grant a limited power of attorney to Steve Brugman of Brugman Outfitting Service and does thereupon constitute and appoint said individual as my attorney-in-fact. 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: Apply for special hunt applications and licenses in the state of New Mexico, and charge license fees directly to the credit card listed on the Hunter Information Sheet. My attorney-in-fact hereby accepts this appointment subject to it's terms and agrees to act and perform in said fiduciary capacity consistent with my best interests as he, 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 or until the hunt has been concluded.

Payment: Hunts will not be held without deposit. Fifty percent is due upon successfully drawing a tag. Brugman Outfitting Service will notify you of your draw results and final payment will be due _____ unless other arrangements have been made. Make checks payable to: Steve Brugman of Brugman Outfitting Service. If the undersigned defaults on any payment due under the terms of this Agreement, the hunt will be canceled, state license fees will not be refunded and payments already made will be forfeited.

Cancellation by Hunter: If you cancel, and we have adequate time, as determined by Brugman Outfitting Service, to resell the hunt, we will refund your deposit less our processing fees and incurred expenses.

Cancellation by Outfitter: If we are unable to provide outfitting services due to unforeseen circumstances, as determined by Brugman Outfitting Service, we will attempt to make other arrangements as acceptable by the hunter. If an agreement cannot be reached the hunt/trip will be canceled and payment made to Brugman Outfitting Service will be refunded. Brugman Outfitting Service will not be responsible for reimbursement of license fees paid to the State of New Mexico or any other expenses related to the hunt.

Brugman Outfitting Service: Client Contract/Terms & Conditions

Legal Jurisdiction: All matters pertaining to the validity, construction and effect of this Agreement shall be governed by the laws of the State of New Mexico. It is agreed that the proper jurisdiction and venue for any legal dispute which may arise concerning this Agreement shall be in the New Mexico Fifth Judicial District Court in Carlsbad, New Mexico.

Hunts Include: Unless other arrangements are made, all big game hunts are based on 2 hunters per 1 guide.

Hunts Do Not Include: Personal items, weapon, meat processing or shipping, taxidermy costs (including preparation, shipping, crates, etc.) or travel other than field transportation.

Items to Bring:

Wounded Animals: If the hunter wounds an animal, the hunt will be suspended to locate the wounded animal. If the wounded animal has not been recovered within 24 hours, the hunt will resume and the hunter can shoot another animal. If the hunter wounds a second animal, the hunt will be over and the remainder of the hunt time will be devoted to looking for the second wounded animal.

Physical Condition: Hunts may require travel by foot or vehicle in rugged terrain and/or inclement weather conditions. Hunter acknowledges that a certain level of physical conditioning is required and assumes full responsibility for his/her fitness for the activity. Hunter further acknowledges that his/her physical condition, as assessed by Brugman Outfitting Service, may impact hunt conditions and quality.

Alcohol Consumption: Brugman Outfitting Service will not provide any alcoholic beverages in the field or at camp/lodging. There will be no alcohol consumption while in the field and no excessive alcohol consumption at the camp.

Terms and Conditions - Please read carefully. Executing the following release is a condition of participating in this guided hunt and a consideration of the services of Brugman Outfitting Service. Unless agreed to and signed, this hunt contract is not valid. Signing and returning the following release constitutes acceptance of all the terms stated in this agreement.

Assumption of Risk and Release from Liability

I hereby acknowledge the hunting trip that I am participating in under the arrangements of Brugman Outfitting Service, its employees, agents and associates involves the risk and danger which are inherent to hunting, fishing and wilderness travel, including but not limited to hazards of traveling by motorized vehicle or horseback; hazards of carrying and being in possession of firearms and ammunitions and/or bows and arrows; hazards of being exposed to the elements of nature; hazards of being in areas where hunters are likely to be present; hazards of being, camping and traveling in remote wilderness areas; hazards related to encounters with wildlife, animals and insects and hazards arising from accidents, acts of God, illness and forces of nature. I hereby remise, release and forever discharge Brugman Outfitting Service from any claim, action, proceeding, liability, injury, costs, sums of money or other obligations arising out of or in connection with the aforesaid trip.

I further accept and assume all risk of personal injury or death and loss or damage to property while participating in the said guided hunt, including negligence of Brugman Outfitting Service and its employees, agents, and associates, and that I do so voluntarily. Also, that no guarantee of success has been given or implied in writing or orally. Contract made in the State of New Mexico, U. S. A., and is subject to the laws of the State of New Mexico, U. S. A.

Signed: _____ Date: _____
Client

Parental Waiver and Release
[Required if hunter is a minor child. Both parents must sign.]

I/We, as parent(s), guardian(s) or custodian(s) of _____, agree to the following waiver, release and indemnification: The undersigned parent(s), guardian(s) or custodian(s) 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 Brugman Outfitting Service, their directors, officers, agents, employees and volunteers 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 Brugman Outfitting Service. Both parents must sign below unless the signing parent has sole custody/guardianship of the child in which case the signing parent attests that he/she is the sole legal guardian of the child.

Signed: _____ Date: _____
Parent, Guardian or Custodian

Signed: _____ Date: _____
Parent, Guardian or Custodian

On receipt of deposit and signed release, one copy will be signed by the outfitter and returned to the client. This will serve as confirmation of your guided hunt, dates, and conditions.

Signed: _____ Date: _____
Steve Brugman