



Phone: 800-996-0477

Fax: 253-295-5218

2019 Illinois Guided Hunting Contract

Sign Document & Return to Performance Outdoors, Inc.

This contract is hereby entered into by Performance Outdoors, Inc. (Outfitter) and the hunting Client/Clientele/Hunter:
PRINT NEATLY and fill in ALL information!!

Performance Outdoors will be getting your tags and licenses for you!!

Name:

Street:

City, State, Zip Code:

Telephone Numbers (home, work, mobile):

Email Address (if available):

Height:

Weight:

Hair Color:

Eye Color:

Date of Birth:

Social Security Number (Required by the State DNR):

Hunter Education Number if born after Jan 1st, 1979 for Illinois:

Performance Outdoors, Inc. (Outfitter), has reserved this hunt for the hunting **Client/Clientele/Hunter** on the terms and conditions described in this document for the described hunt.

Guided hunt booked in ILLINOIS Booked Hunt: All meals, lodging and guiding are included on the GUIDED HUNT. We have many stands in the air per client in camp. This does not mean we are hunting them all, but we do have many sets and options. We only hunt set when the WIND is right. Guides do not sit with the hunters, but have their entire hunt planned and help every step of the way toward client success. Hunters do NOT need to bring any stands for this hunt.

The Hunt: _____ days stay / _____ days of hunting

➤ Arrive _____ early afternoon

➤ Hunt _____

➤ Depart _____ in the morning

➤ Price \$ _____

➤ Price of Tags, Licenses, Processing Fees: circle one \$500 for archery \$400 for firearm
○ Buck and Doe Tag (2 deer)

➤ Total \$ _____

Payment Schedule:

1. \$ _____ due as a deposit

2. \$ _____ due July 1st

3. \$ _____ due August 1st

4. \$ _____ due September 1st

PAYMENT METHOD: Check (preferred) or Credit Card for an additional 3% to the Credit Card Transaction

(Visa or Mastercard) # _____ Exp _____ Sec Code _____

NOTE: Credit Cards cost us an extra 3%, thus in an effort to keep your future hunt cost down, please pay with check or Money Order unless Credit Cards is the very best means for you.

HUNTING CONTRACT TERMS AND CONDITIONS

1. **Non-Competition and Non-Solicitation.** Client acknowledges that the services provided by Outfitter are useful and unique such that restrictions on Client's ability to compete with Performance Outdoors, Inc. ("Outfitter") or solicit the business contacts of Outfitter as set forth herein are reasonable and that those restrictions are narrowly tailored to protect the assets, goodwill and legitimate business interests of Outfitter. Client further acknowledges and agrees that the restrictions set forth in this paragraph are essential elements of the consideration underlying this Agreement. Client hereby agrees, stipulates and consents that he shall not directly or indirectly, without the prior written consent of Outfitter: (a) carry on or be engaged, concerned or interested, directly or indirectly, whether as a shareholder, member, director, officer, partner, employee, agent or otherwise, in any business which competes with the business carried on by Outfitter for a period of five (5) years from the date of execution of this Agreement and within a twenty (20) mile radius of any property owned, leased, licensed, or otherwise used by Outfitter, either on his own account or in conjunction with or on behalf of any other person or entity; (b) engage in any activities, including hunting, accepting any offer to hunt, guiding, or outfitting which are otherwise offered by Outfitter for a period of five (5) years from the date of execution of this Agreement within a twenty (20) mile radius of any property owned, leased, licensed, or otherwise used by Outfitter, either on his own account or in conjunction with or on behalf of any other person or entity; or (c) identify, solicit, approach, cause to be solicited or approached, assist any other person or entity in soliciting or approaching, or accept any business from, any person or entity who shall at any time prior to or after the execution of this Agreement have been a client or customer of Outfitter for the purpose of offering to that person or entity services which are of the same type as, or similar to, any services provided by Outfitter. Client hereby acknowledges and agrees that any breach of the terms and conditions set forth in this paragraph would allow Client to engage in unfair competition with Outfitter and result in severe and irreparable harm to Outfitter such that damages incurred by Outfitter would be difficult, if not impossible, to ascertain. Client therefore agrees that in the event of a breach of this paragraph, Client shall be liable for payment of the following amounts to Outfitter, whichever is greater: (a) \$3,000.00 times the number of persons associated with said breach; or (b) \$25.00 per acre of land, other than land owned, leased, licensed, or otherwise used by Outfitter, associated with said breach.
2. **Outfitter's Right to Media.** Outfitter reserves the right to use all photographs, images, video footage, hunt stories and client names arising out of the hunting trip which forms the basis of this Agreement for marketing, business enhancement, and promotional purposes. Client hereby agrees to deliver to Outfitter copies and/or negatives of any images taken of successful game harvests and that the same shall be the exclusive property of Outfitter for marketing, business enhancement and promotional purposes.
3. **Assumption of Risk/Hold Harmless/Indemnification.** Client hereby stipulates and agrees that the hunting trip which forms the basis of this Agreement is a dangerous activity in which dangers and risks, including serious bodily injury and even death, are inherent. Client, his heirs, successors, assigns, executors, administrators and personal representatives therefore forever releases and discharges Outfitter of and from any and all claims, demands, rights and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen personal injuries, property damages, and any consequences thereof. Client further agrees to hold harmless, indemnify, and defend Outfitter against any claims that may be brought by Client or his heirs, successors, assigns, executors, administrators and personal representatives against Outfitter and its successors and assigns arising out of this Agreement. Client further assumes specific and full responsibility for any injury Client incurs while participating in the hunting trip which forms the basis of the Agreement. Client agrees to inspect all tree stands utilized by Client prior to using the same and to wear and employ a safety belt while climbing all trees, placing all tree stands, hunting from all tree stands, and stepping on to or off of a tree stand.
4. **Attorney Fees.** Outfitter shall be awarded its reasonable attorney fees and costs incurred in enforcing this Agreement.
5. **Governing Law/Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the law of the State of Colorado, without regard to the conflict of law provisions of it or any other state. Client and Outfitter hereby irrevocably consent to the jurisdiction of the District Court for the County of Eagle, State of Colorado in the event of any suit, action or proceeding arising out of this Agreement and hereby waive the defenses of lack of personal jurisdiction and forum non conveniens to the maintenance of any such suit, action or proceeding.
6. **Entire Agreement/Amendment.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any representations, promises, or conditions not incorporated herein shall not be binding on either party. This Agreement supersedes all prior understandings, representations, promises, and agreements related to the subject matter hereof. No amendment, modification, ratification or waiver of this Agreement, or any of its provisions, shall be binding unless it is in writing.
7. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed enforceable.
8. **Non Trophy Fees.** In the event that a hunter harvest and buck below the minimum horn score requirements, then that hunter agrees to pay Performance Outdoors \$1000 penalty fee prior to leaving the premises. Minimum scores for harvested animals are:
 - **8 scoring points or below 130" by means of ARCHERY**
 - **9 scoring points or above 140" by means of ARCHERY**
 - **8 scoring points or below 140" by means of FIREARM**
 - **9 scoring points or above 150" by means of FIREARM**
 - **Particular Farms Might have stricter scoring terms**
9. **Severability.** In the event that any provision of this Agreement shall be held to be unlawful or unenforceable by a Court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect and shall not be invalidated or impaired in any manner.

I hereby represent that I have read and understand the terms and conditions herof, that I have been provided with the opportunity to consult with independent legal counsel regarding the same, and I hereby agree to the terms and conditions set forth herein.

Client _____

Date _____

Performance Outdoors Mailing Address:
Performance Outdoors, Inc
215 Broadway Street
PO Box 5830 (need to include if sending by
US Mail)
Eagle, CO 81631-5830