



HUNTER INFORMATION SHEET

All 5 sheets **MUST** be included with application

Current Date _____

Last Name: _____ First Name: _____ Middle Name: _____

Preferred Name: _____

Date of Birth: _____ Height: _____ Sex: _____

Weight: _____ Eye Color _____ Hair Color: _____

Driver's License State & Number: _____ Canadian WIN # _____

Mailing Address: _____ City: _____

State/Province: _____ Zip Code: _____

Mobile #: _____ Home #: _____ Work #: _____

E-Mail Address: _____ Occupation: _____

Emergency Contact: _____ Relationship: _____

Mobile #: _____ Home #: _____ Work #: _____

E-Mail Address: _____

How did you hear about W&L Guides? _____

List any allergies that we should be aware of: _____

List any medical conditions that we should be aware of: _____

List any special concerns or notes: _____



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TERMS & CONDITIONS

Animal(s) Hunting: Black Bear Whitetail Deer Canadian Moose Wolf
 Method of Hunting: Rifle Black Powder Crossbow Bow

Dates of Hunt: _____ Quoted Price (USD): _____

A 50% deposit is required to secure your hunt and dates. Check/Money Order Deposit (USD): _____

Note that the dates of hunting and price are subject to confirmation by W&L Guide Services. Make all payment information to W & L Guide Services and do NOT wire any money unless confirmed BOTH in writing and via phone confirmation by Wally Mack. Upon receipt of all required information and deposit, we will send written notice of acceptance which will include all of the necessary forms and information for your particular hunt. Thank you!

YOUR HUNT INCLUDES THE FOLLOWING:

- Service of a guide
- Meals during the hunt
- Lodging/camping equipment
- Trophy preparation
- Goods & services Tax (GST)
- Stands and fixed hunting equipment
- Baits if applicable
- In hunt transportation

YOUR HUNT EXCLUDES THE FOLLOWING:

- All tags and licenses
- Personal clothing, equipment, sleeping bag
- Weapon & ammunition
- Flights/Travel to nearest commercial airport
- Gratuities
- Hotel/Lodging before and after the hunt
- Liquor
- ALL costs associated with taxidermy Anything not listed in the HUNT INCLUDES area

CANCELLATION AND REFUND POLICY:

W&L Guide Services reserves the sole right and discretion to cancel hunts, with or without notice, for reason of events beyond their control, including weather, acts of God, war, government regulation, terrorism, disaster, strikes, curtailment of transportation facilities, or any other deemed occurrence. In such case, the participant's sole and exclusive remedy will be a refund of any monies deposited with W&L Guide Services for this hunt.

Should you desire to cancel your hunt, for any reason, you may request to do so IN WRITING and the following refund schedule will be applied:

- Hunts cancelled at least 120 days prior to hunt: Full refund less \$500 registration fee per person.
- Hunts cancelled 60-120 days: Refund of all monies in excess of 30% of total hunt cost.
- Hunts cancelled 45-60 days: Refund of all monies in excess of 60% of total hunt cost.
- Hunts cancelled less than 45 days will NOT be eligible for any refund.

You may transfer your hunt to another person at no cost. All transfers must be in writing and approved by W&L Guide Services. W&L Guide Services will make every attempt to help fill you reserved hunt if you need to cancel your hunt. If W&L Guide Services is able to fill it's full yearly quota, you will be notified of an option to re-schedule your hunt to a later date subject to any cost increases and a new \$500 registration fee.

By signing below you are acknowledging and agreeing to all TERMS & CONDITIONS as stated above AND the entire content of the PARTICIPANT AGREEMENT, WAIVER, RELEASE, ASSUMPTION OF RISK, MARKETING, AND INDEMNITY AGREEMENT. You are also acknowledging that both agreements are incorporated herein by your signature below.

Sign Name: _____ Date: _____

Print Name: _____



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PARTICIPANT AGREEMENT, WAIVER, RELEASE, ASSUMPTION OF RISK, MARKETING, AND INDEMNITY AGREEMENT.

WARNING: READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE SIGNING. ACKNOWLEDGE ALL PARAGRAPHS BY INITIALLING, THEN COMPLETE DOCUMENT AT THE END WITH YOUR SIGNATURE. BY SIGNING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO SUE IN THE UNITED STATES OF AMERICA OR CANADA FOR ANY INJURY, ILLNESS, DEATH OR DAMAGE CAUSED BY ANYTHING THAT HAPPENS ON THE GUIDED HUNTING TRIP, OR THAT IS CONNECTED IN ANY WAY TO W&L GUIDE SERVICES.

IN CONSIDERATION OF THE SERVICES OF W&L GUIDE SERVICES, WALLY MACK, AND HIS AGENTS, OWNERS, VOLUNTEERS, PARTICIPANTS, EMPLOYEES, GUIDES, AND ALL OTHER PERONS OR ENTITIES ACTING IN ANY CAPACITY ON THEIR BEHALF (HEREINAFTER COLLECTIVELY REFERRED TO AS "W&L GUIDE SERVICES"), I HEREBY FREELY, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY AGREE TO RELEASE INDEMNIFY AND DISCHARGE W&L GUIDE SERVICES, ON BEHALF OF MYSELF, MY SPOUSE, MY CHILDREN, MY PARENTS, MY NEXT OF KIN, AND MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE, AND ESTATE AS A PRECONDITION TO ENTERING INTO A GUIDED HUNTING TRIP AND RELATED ACTIVITIES AS FOLLOWS:

PARTICIPANT RESPONSIBILITY

Participants are responsible for their own well-being. This includes good health and physical condition. Participants are also responsible for: knowing and following safety rules, proper equipment and clothing, following instructions given by your guide, acting in a considerate and sportsmanlike manner toward all participants and W&L Guide Services personnel at all times. Participants agree to use all provided safety equipment. Participant understands that he/she will be in the close proximity to unpredictable wild animals and an encounter with a wild animal can lead to serious injury or death. Participants **MUST** agree to all items on TERMS & CONDITIONS and the PARTICIPANT AGREEMENT, WAIVER, RELEASE, ASSUMPTION OF RISK, MARKETING, AND INDEMNITY AGREEMENT.

INITIAL _____

PARTICIPATION RISKS

I acknowledge and understand that my participation in a guided hunting trip involves inherent risks, known and unanticipated, that may cause injury, illness, and possible death to myself, or to third parties, and damage to my property. I understand that such risks, foreseen and unforeseen, are inherent in a guided hunting trip and activities related thereto, and cannot be completely eliminated without jeopardizing the essential qualities of the activity.

INITIAL _____

LOCATION AND ACCESS TO MEDICAL CARE

I acknowledge and understand that most, if not all, of the guided hunting trip will take place in the Province of Alberta, Canada, and that most, if not all, of the guided hunting trip will take place in remote and isolated terrain with very limited, if any, access to medical care and facilities, including emergency medical assistance and/or rapid evacuation.

INITIAL _____

EXCLUSIVE JURISIDCTION

I understand and acknowledge that by signing this Agreement, I am giving up all of my rights to sue or claim against W&L Guide Services. However, if I (despite my understanding as to the effect of this Agreement), or anyone on my



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behalf or on behalf of my family or estate, commence any civil action in any jurisdiction again W&L Guide Services, then I, on behalf of myself and my family and my estate agree that:

- a) any action or claim must be commenced only in the province of Alberta, Canada,
 - b) The Courts of the Province of Alberta, Canada shall have exclusive jurisdiction over any civil claim or action,
 - c) The law of the Province of Alberta, Canada, shall apply to and govern any civil action or claim, without regard to the conflict of law rules of that state or any other jurisdiction, and
 - d) If any portion of this Agreement is found to be void or unenforceable, then the remaining portions shall remain in full force and effect.
- INITIAL** _____

POTENTIAL RISKS

I acknowledge that I am aware of the potential risks, hazards and dangers incidental to a guided hunting trip, including but not limited to risks, hazards, and dangers arising out of or connected to any of the following: uneven or rough terrain, including boggy terrain; traveling via automobile, all-terrain vehicle, aircraft, boar, canoe, or other means of conveyance; the use of ropes, harness and equipment; forces of nature, including lightning, harsh and inclement weather, and sudden temperature changes; altitude; exposure to insect bites; cold, including hypothermia and frostbite; water (whether moving or not, both above and below ground), including drowning; natural and man-made hazards; rock falls; unstable surface or sub-surface conditions; possible attacks or mauling by wild animals; domestic or wild animals that may be diseased or otherwise potentially dangerous; failure, malfunction, or loss of equipment (including firearms and other weapons) handling, use and discharge of firearms and weapons; poisonous snakes, insects and spiders, blinds, tree stands, and bat stations, whether or not erected by W&L Guide Services; injury, accident, illness or death caused by other hunters.

INITIAL _____

FULL RESPONSIBILITY

I acknowledge that a guided hunting trip and all related activities are dangerous and involve the risk of injury, illness, death and property damage, including but not limited to the risks set forth above, and I expressly accept and assume full responsibility for the same entirely at my own risk. My participation in this activity is purely voluntary, and I elect to participate in spite of known and unknown risks associated with it.

INITIAL _____

INDEMNIFICATION & HOLD HARMLESS

I hereby voluntarily waive , release, and forever discharge , on behalf of myself, my spouse my children, my parents, my next of kin, and my heirs, assigns, personal representative, and estate, all claims, demands, actions, cause of action, or suits of law or in equity against W&L Guide Services that may arise out of or be related to the guided hunting trip, and all activities related thereto, that I participate in, including bodily injury, illness, death or property damage, including the compounding or exacerbation of any injuries sustained, whether caused by the negligence of W&L Guide Services or otherwise. I further agree to indemnify and save and hold harmless W&L Guide Services from any and all losses, liability, damages costs, or expenses, including legal and/or attorneys' fees, it may incur as a result of any lawsuit I initiate, or any lawsuit initiated on my behalf.

INITIAL _____

SAFETY & INSTRUCTIONS

I understand that it will in the interest of my safety to listen to and abode by any instructions or advice provided by W&L Guide Services, but that following such instructions or advice will not necessarily protect me from te inherent dangers associated with a guided hunting trip and all activities related thereto., and will not in any way invalidate any part of this Agreement.

INITIAL _____

PHYSICAL/MENTAL CONDITION & INSURANCE

I certify that I have adequate insurance to cover any injuries or damage I may cause or suffer while participating or else I agree to bear the costs of such injury or damage myself. I acknowledge that I am solely responsible for selecting and purchasing adequate travel, hunting, medical and life insurance. I further certify that I am in good health and



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physical condition, and do not have limitations, medical ailments, or physical or mental disabilities that would limit or prevent me from participating in a guided hunting trip and all activities related thereto, and hereby assume the risk of any medical or physical condition I may have, whether known or unknown to me. INITIAL _____

MARKETING RELEASE

W&L Guide Service and/or Wally Mack, have an interest in promoting their business. As part of this process video, pictures, digital pictures and various other methods are used to collect information for the purpose of marketing W&L Guide Services.

In consideration of the services provided to me by W&L Guide Services of providing a guided hunting trip and related activities, I hereby irrevocable give me consent and allow W&L Guide Services and it's agents to use and reuse, without further notice to me and without payment of any compensation whatsoever, my voice, actions, likeness, name, appearance, videos, motion pictures, photos (collectively, my "Likeness") in any and all media now known or hereafter devised, including but not limited to broadcast, television, or writing, worldwide in perpetuity. I agree that W&L Guide Services may use all or any part of my "Likeness," any may alter or modify it regardless of whether or not I am recognizable. I further agree that W&L Guide Services exclusively owns any materials (videos, photos, etc.) that I may have provided. Without limiting the foregoing in any way, I further agree that W&L Guide Services may use or present the "Likeness" in any way. I release W&L Guide Services from any and all liability arising out of their use of my "Likeness". I agree not to make any claim against W&L Guide Services as a result of the use of my "Likeness" including without limitation any claim that such use invades my privacy and or publicity, and any claims based on defamation, libel, false light, or appropriation/misappropriation. INITIAL _____

MODIFICATIONS AND ENTIRE AGREEMENT

I acknowledge that this Agreement can only be modified or varied in writing and agreed upon by both parties, and that no oral agreements are binding on W&L Guide Services or in any way effect the terms and effect of this Agreement. INITIAL _____

By signing below you are acknowledging and agreeing to all PARTICIPANT AGREEMENT, WAIVER, RELEASE, ASSUMPTION OF RISK, MARKETING, AND INDEMNITY AGREEMENT as stated above AND the entire content of the TERMS & CONDITIONS. You are also acknowledging that both agreements are incorporated herein by your signature below.

Sign Name: _____ Date: _____

Print Name: _____