

KESSLER CANYON® HUNTER AGREEMENT DEBEQUE, CO

This following describes the terms under which Colorado Nature Ranch, LP (dba “Kessler Canyon®”) will provide you with hunting services on Kessler Canyon near DeBeque, Colorado, describes information concerning the weather, terrain facilities and equipment you will encounter, and provides you with information regarding the qualifications and experience of our staff. Before you begin your hunt with us, we require that you approve and agree to the terms and conditions stated in this letter by signing a copy of this letter in the space provided below.

I. Services and Accommodations

We will provide you with the following services and accommodations during your stay with us:

- One or more full time guides at a hunter to guide ratio of no more than two to one;
- A chef and three meals per day;
- Lodging consisting of a cabin, restroom, hot showers, bed and heating stove;
- Skinning, field dressing, and delivery of meat to the locker of your choice in Grand Junction, Colorado, plus delivery of trophy head to a Grand Junction, Colorado taxidermist of your choice;
- Transportation in and around the hunting area;
- Transportation to and from Walker Field Airport at Grand Junction, Colorado, if you arrive in Grand Junction by airplane; and
- Parking for your vehicle(s) at Kessler Canyon.

We will provide you only the services and equipment specifically described in this agreement. As an example of the services we will not provide, you will be responsible for the cost of taxidermy and all costs of packaging, processing and transportation from Grand Junction of meat, hides, capes and heads.

II. Minimum Equipment and Licensing Requirements

To assure you the most successful and comfortable hunt possible, Kessler Canyon requires each hunter to provide certain equipment. You must provide at least the following:

- Rifle of at least .270 caliber for deer and at least .30 caliber for elk in good operating condition plus all ammunition;
- Appropriate clothing (including foul weather gear and 500 square inches of solid daylight fluorescent orange material in an outer garment worn above the waist, part of which must be a hat or head covering visible from all directions.);
- Personal items (for example, all toiletries); and
- Transportation to Walker Field Airport in Grand Junction if you will arrive by airplane or to Kessler Canyon if you will arrive by personal vehicle.

In addition, you must obtain, at your expense and have in effect at all times, a valid Colorado big game hunting license for the particular season or seasons during which you will be hunting with us. If you were born after January 1, 1949, you must have a valid Hunter Education Certificate, in your possession at all times. All hunters must also have

a copy of your Colorado Conservation Certificate. A staff member will see to it that your license and Conservation Certificate will be ready upon your arrival with the information you provide us as indicated on the prior attachment.

III. Cost and Payment

The cost for the services we will provide to you are detailed in your reservation confirmation.

The rates for our services include food and lodging. Sales tax of 2.9% in the food and lodging charges is included in the cost of your hunt. The rate does not include the cost of your Colorado State Hunting License. By signing below, you are contracting to hunt with us from _____, your date of arrival, to _____, your date of departure.

A 50% deposit is required to reserve your hunt with the balance due 90 days prior to your hunt. No refund will be made if the conditions of our agreement with you are not met because of conditions beyond our control, such as weather so severe as to prevent safe hunting. We reserve the sole right to suspend or cancel your hunt at any time we deem necessary in our discretion for the safety of the hunters. Our decision in that regard will be final.

IV. Hunting Conditions

Your hunt with us will take place at Kessler Canyon near DeBeque, Colorado primarily on what is known as Skinner Ridge. The ranch consists of approximately 22,500 acres varying in elevation from approximately 5,500 feet above sea level to approximately 8,300 feet above sea level. While the terrain of the ranch will obviously vary, you may expect to encounter rough, steep and rocky, open and wooded mountain terrain.

The weather you will encounter is consistent with the altitude and mountain terrain. Temperatures generally range from 20°F to approximately 70° F. You can expect cold mornings and warm days with low humidity. Weather conditions, however, can vary greatly in the mountains and change quickly and without warning. You should be prepared for rapid temperature and weather changes and inclement weather. Sufficient hiking boots, rain gear and cold weather gear are a necessity. You should be especially aware of the dangers of lightning, which occurs frequently in the area in which we will hunt. If you encounter lightning, you should proceed to the nearest low point or other adequate shelter.

Because of the vigorous nature of the hunt, rugged nature of the terrain and variable nature of the weather, you must be in good physical condition with at least average agility and strength and above average endurance. Prior hunting experience and skill is required unless we specifically agree with you otherwise. **You must advise us in advance of any medication you are taking and any physical limitations, allergies, allergic conditions, or other limitations which affect you. You must also advise us in advance of any specific dietary limitations or requirements you may have.**

We reserve the right to cancel our agreement to provide services to you if, in our sole discretion, any personal condition or limitations of yours would make hunting with us unsafe for you or other hunters, or would make it unsafe or unreasonably difficult for us to fulfill our contract with you or any other hunter hunting with us. You should advise us of any possible problems at this time as we will not refund your deposit if we cancel our agreement with you at a later time for this reason.

Big game hunting is an inherently dangerous activity. For this reason, the possibility exists that you may suffer bodily injury or damage to your property while you are hunting with us. You agree, as a condition for hunting with us, to waive and release us from all claims and liabilities of any nature for any personal injury or damage to your property which may occur while you are hunting with us, or which arise from our services provided under this agreement. We also require you to sign a separate release of liability before hunting with us, a copy of which is enclosed.

The issue of alcoholic beverages and hunting is especially important to all hunters. For our clients' protection, we have a rule that as soon as a hunter consumes his first alcoholic beverage of the day, he is finished hunting for that day. For the protection of all concerned, we strictly enforce this rule without exception. All Colorado fish and game laws and regulations (for example, those requirements concerning the pursuit of injured game) will apply to your hunt with us and will be strictly observed and enforced by us.

One of our highest priorities is to minimize the damage to, and harassment of, the existing game of Kessler Canyon. This benefits all present and future hunters on the property. For this reason, all aspects of your hunt will be controlled by your guide, in his sole discretion, with this end in mind. As an example, no drive of game will be permitted. In addition, in order to minimize uncertain shots and the wounding of animals, **any wounded animal will be considered a dead animal for the purpose of filling your license for that species. There will be no exceptions.**

V. Confirmation of your Hunt

In order to confirm the scheduling of your hunt and hold your reservation of the dates and hunt detailed in this letter, we need to receive from you:

- a.) a completed Kessler Canyon Guest Registration Form
- b.) a copy of this letter (Kessler Canyon Hunt Agreement) signed and dated by you
- c.) the payment specified in your Reservation Confirmation letter and;
- d.) the Kessler Canyon Release from Liability signed and dated by you

If you are hosting/providing payment for guests in addition to yourself, it is necessary as the host of your group, to provide the preceding four items for each of your guests.

If we do not receive all of these items 90 days prior your scheduled date of arrival, we may cancel your scheduled hunt with us detailed in this letter at the close of business on that date without further notice to you. This letter, when signed by you, constitutes a legal contract between you and Kessler Canyon. It and all other agreements between us will be governed by Colorado Law.

We have attempted to provide you with as much detail as possible concerning your hunt with us in order to avoid confusion and to make your hunt more pleasant. Please contact us before you arrive if you have any questions concerning any aspect of your visit. We look forward to having you hunt with us.

I accept and agree to the terms stated in this letter. I have ____ years of prior hunting experience. I am currently taking no medication and am affected by no allergies, allergic conditions, or physical, food or other limitations except the following:

Signature

Date

Printed Name

GUESTS I AM HOSTING (PROVIDING PAYMENT FOR) THAT HAVE ALSO INCLUDED THEIR KESSLER CANYON HUNT CONFIRMATION PACKAGE:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____