

# TG's Trophy Hunts

## Hunting Agreement/Contract

Pursuant to the laws of the state of New Mexico requiring that the terms and conditions of all guided hunts within the state be set out in writing and agreed as follows:

**Outfitter**

TG's Trophy Hunts  
PO Box 1126  
Alto, NM 88312  
Ty- (575) 937-8016

**Hunter**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_ Last 4 SS#: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Height: \_\_\_\_\_  
Weight: \_\_\_\_\_ Hair Color: \_\_\_\_\_ Eyes: \_\_\_\_\_  
Circle:            Male            Female  
NMDGF CIN#: \_\_\_\_\_  
Hunter's Safety #: \_\_\_\_\_

**Type of Hunt:**  Deer             Elk             Oryx             Barbary (Aoudad)             Ibex  
 Antelope             Mountain Lion             Bear             Turkey             Bighorn

**New Mexico Hunt Fees:** The New Mexico application fee, tag fee, habitat stamp, access fee, and New Mexico Game hunting license will be charged to your credit card.

**Authorization to Apply of Hunts:** To all person, be it known that \_\_\_\_\_, Grantor/Hunter, does hereby make and grant a limited power of attorney to TG's Trophy Hunts and does thereupon constitute and appoint said individual as my attorney in fact and Registered Agent. My attorney in fact shall have limited powers and authority to do and undertake such acts as herein described on my behalf that I could do personally, with full power substitution and revocation. Granted are the powers to execute such special hunt license applications and endorsements of such otherwise continue in full force and effect until revoked in subsequent writing.

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
TG's Trophy Hunts

**Payment:** Hunts will not be held without deposit including private land tags. Fifty percent (50%) is due upon successfully drawing a tag. TG's Trophy Hunts will notify you of your draw results and final payment will be due thirty (30) days prior to hunt date unless other arrangements have been made. Make checks payable to **TG's Trophy Hunts**. If the undersigned defaults on any payment due under the terms of this agreement, the hunt will be cancelled, state license fees will not be refunded, and any payments already made will be forfeited.

Private land hunts require fifty percent (50%) to hold tag. Balance due is required thirty (30) days prior to hunt start date unless other arrangements have been made.

**Cancellation by Hunter:** If the hunter cancels, and TG's Trophy Hunts determines there is adequate time to resell the hunt, we will refund your deposit less our processing fees and incurred expenses. Under certain circumstances and by agreement of both parties, the deposit can be transferred from one party to another or to a future hunt or service.

**Cancellation by Outfitter:** If we are unable to provide outfitting services due to unforeseen circumstances, as determined by TG's Trophy Hunts, we will attempt to make other arrangements as acceptable by the hunter. If an agreement cannot be reached, the hunt will be cancelled and payment to TG's Trophy Hunts will be refunded. TG's Trophy Hunts will not be responsible for reimbursement of license fees paid to the State of New Mexico or any other expenses related to the hunt.

**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 Twelfth Judicial District Court in Ruidoso, New Mexico.

**Hunts Include:** Meals, lodging, and guide service, field dressing and capping of game and packing to hunting headquarters.

**Hunts DO NOT include:** Personal items, weapons, meat processing or shipping, taxidermy costs (including preparation, shipping, crates, etc.) or travel other than field transportation.

**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 suspended for 24 hours to locate the animal. If the animal cannot be located the hunter may elect to continue the hunt with an additional fee of \$1,500.00.

**Physical Condition:** Hunts may require travel by foot or vehicle in rugged terrain and/or inclement weather conditions. Hunters acknowledge that a certain level of physical conditioning is required and assumes full responsibility for his or her fitness for the activity. The hunter further acknowledges that his or her physical condition, as assessed by TG's Trophy Hunts by impact hunt conditions and quality.

**Alcohol Consumption:** TG's Trophy Hunts will not provide any alcoholic beverages in the field or at camp/lodging. There will be alcohol consumption while in the field and no excessive alcohol consumption at the camp/lodge.

**\*\* Tipping:** Tipping guide(s) and/or cooks, is not mandatory but highly suggested. Tip amount is up to the hunter's discretion, but a minimum of 10% of the hunt cost is recommended.

## **Terms & Conditions**

### **Please read carefully**

Executing the following release is a condition of participating in this guided hunt and a consideration of the services of TG's Trophy Hunts. Unless agreed to and signed, this hunt contract is not valid. Signing and returning the following release constituted acceptance of all the terms and conditions stated in the agreement.

### **Assumption of Risk and Release from Liability**

I hereby acknowledge the hunting trip that I am participating in under the agreements of TG's Trophy Hunts, its employees, agents, and associations involves the risk and danger which are inherent of 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 ammunition 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 TG's Trophy Hunts 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 assume all risks of personal injury or death and loss or damage to property while participating in the said guided hunt, including negligence of TG's Trophy Hunts 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, USA, and is subject to the laws of the State of New Mexico, USA.

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Client Signature

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Date

**Parental Waiver & Release**

(Required if hunter is a minor – Parent/Guardian must sign)

I/we, as parent(s), guardian(s), custodian(s) of \_\_\_\_\_, agree to the following waiver, release, and indemnification. The undersigned parent(s), guardian(s), 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 TG’s Trophy Hunts, 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 TG’s Trophy Hunts. Parent(s) must sign below unless the signing parent has sole custody/guardianship if the child in which case the signing parent attests that he/she is the sole legal guardian of the child.

\_\_\_\_\_  
Parent, Guardian, or Custodian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent, Guardian, or Custodian

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Ty Goar/ TG’s Trophy Hunts

\_\_\_\_\_  
Date