

Redwood Llama Company, LLC
(970) 560-2926

PACK TRIP AGREEMENT

Redwood Llama Company, LLC (“Guide”) agrees to guide the Customer named below on a pack trip and provide the equipment identified below upon the following terms and conditions:

WARNING

Under Colorado Law, a llama professional is not liable for an injury to or the death of a participant in llama activities resulting from the inherent risks of llama activities, pursuant to section 13-21-119, Colorado Revised Statutes.

- 1. The Guide Agrees to:*
 - A. Provide Customer with guided llama hiking trip*
 - B. Dates: from, _____, through _____*
 - C. Which includes: 4-5 pack-in and pack-out days. Pack in/out not applicable.*
 - D. Provide the Customer with a suggested list of clothing and personal effects needed for the trip (www.redwoodllamas.com), a listing of hotels at (www.silvertoncolorado.com), directions see website (www.redwoodllamas.com), regulations, necessary application forms, arrival and departure dates (if not covered in (C) above), and other reasonable information requested by the Customer pertaining to the trip.*
 - E. Provide rules and regulations relating to camping and other wilderness activity, and follow standard health and safety precautions and procedures in setting up and operating the camp.*
 - F. Provide the following agreed-upon services and/or equipment*
 - Moving llamas to/from camp on pack-in and pack-out days **OR** moving llamas for each Customer for the duration of the trip,*
 - Wrangler to take care of llamas and to accompany Customer with llamas used for transportation of gear, etc.*
 - Complete packing service for Customer’s gear,*

- *Base camp accommodations to include food, a cook, tent lodging, toilet facilities and necessary supplies and equipment,*
- *Guide service consisting of 1 guide for each 4 Customers, unless otherwise specified,*
- *The Guide agrees the pack trip will be under a permit with The National Forest Service with camp locations as designated by the permitting agency. The parties understand that the dates of the trip may change for reasons beyond the Guide's control. The duration of the trip is as provided above, notwithstanding the fact that circumstances, including but not limited to, weather, governmental action, staff illness, equipment failure or other factors beyond the Guide's control may prevent packing into or out of certain areas on certain days.*

Redwood Llama Company, LLC does not provide sleeping bags, personal gear, and sleeping pads. The Customer is responsible to supply the above items and their own personal gear.

2. *The Customer Agrees to:*
 - A. *Pay all fees when due and furnish all required information by the dates promised. Live and camp in a manner consistent with State laws and regulations, U.S. Forest Service regulations, and abide by camp and other rules as provided by the Guide.*
 - B. *Arrange for his own travel to and from 1708 Greene Street, Silverton, Colorado 81433.*
 - C. *Bring sufficient but not excessive amounts of personal gear based upon the list provided by Guide.*
 - D. *Other*
 - E. *Read and make sure that everyone in the party has read and signed the attached **COMPLETE RELEASE FROM LIABILITY IN CASE OF INJURY OR LOSS, WAIVER INDEMNITY AGREEMENT**. All forms must be returned to Redwood Llama Company LLC, on or before 30 days prior to scheduled date of the trip.*
3. *Fees and Conditions in consideration of the Guide providing the services as set forth herein above (including attachments), the Customer agrees to pay the Guide the sum of the applicable amount based on the current rates from*

Redwood Llamas website (www.redwoodllamas.com), or the agreed amount on a Custom Trip. This will be in U.S. funds in the form of cash, check or Venmo. To pay by PayPal there is an additional 2.9% charge.

- A. A deposit of \$500 per person, which shall be paid by the Customer to the Guide with a signed copy of this agreement should be received by the Guide on or before 30 days prior to trip, or this contract will be null and void and in no way binding on the Guide unless accepted by him in its sole discretion.
 - B. The balance of the fee shall be paid 30 days prior to scheduled start of the trip.
4. Cancellations and Refunds:
- A. The deposit shall be held by the Guide for and on behalf of the Customer and applied against the total fee. In the event, the Customer terminates this agreement, 50% of the deposit will be refunded if cancelled 60 days prior to the scheduled trip.
 - B. In the event the Customer should desire to terminate the trip early, the Guide will endeavor to pack or transport the Customer out of the wilderness area. However, the Customer acknowledges and understands that the decision as to when the Customer will be packed or transported out will be in the sole discretion of the Guide. Except for emergencies or situations in which prior arrangements have been made, all members of a party are expected to pack in/out together on the same day.
 - C. In the event the Customer materially defaults in the performance of any of his obligations herein, Customer's right to participate or participate further may be forthwith terminated at the sole option of the Guide. Under such circumstances, the Customer shall NOT be entitled to the refund of any portion of the fee.
 - D. In the event the Guide materially defaults in the performance of any portion of his obligations hereunder; due to circumstances beyond Guide's control including but not limited to weather; floods, fire, other acts of nature, governmental action, staff illness, equipment failure or livestock illness, the Customer shall be entitled to 100% of his fee back.
 - E. Each Customer understands that notwithstanding any other provisions of this contract the Guide may, at his sole discretion, return any fees paid and decline to accept Customer for any reason.
5. The Customer acknowledges that the Guide is not licensed pursuant to C.R.S. § 12-55.5-101, et seq. as an outfitter nor is Guide providing outfitting services under C.R.S § 12-55.5-101, et seq. as the Guide does not and will not in any way assist in the taking or attempted taking of wildlife on behalf of the Customer.

IN ADDITION THE CUSTOMER REPRESENTS AND WARRANTS THAT EACH PERSON, INCLUDING THE CUSTOMER, WHO MAY OR WILL PARTICIPATE IN ANY WAY IN THE RENTAL OF LLAMAS, LLAMA PACKING AND/OR LLAMA ACTIVITIES, INCLUDING, WITHOUT LIMITATION, THE HANDLING AND CARE OF LLAMAS SHALL AND MUST EXECUTE THE COMPLETE RELEASE FROM LIABILITY IN CASE OF INJURY OR LOSS, WAIVER INDEMNITY AGREEMENT. IN CONNECTION THEREWITH THE CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE GUIDE FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, DEMANDS, LIABILITIES, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES) ARISING FROM OR IN CONNECTION WITH THE INJURY, ILLNESS OR DEATH ANY PERSON SUSTAINED OR SUFFERED AS A DIRECT OR INDIRECT CONSEQUENCE THAT PERSON'S PARTICIPATION IN THE RENTAL OF LLAMAS, LLAMA PACKING AND/OR LLAMA ACTIVITIES, INCLUDING, WITHOUT LIMITATION, THE HANDLING AND CARE OF LLAMAS, INCLUDING, BUT NOT LIMITED TO, THE DAMAGE, DESTRUCTION, OR LOSS OF ANY OF MY OR ANY PERSON'S PROPERTY INCLUDING, BUT NOT LIMITED TO LLAMAS.

TERMS AND CONDITIONS OF AGREEMENT

The Guide and the Customer identified above agree that all of the information set forth above and all of the following terms and conditions shall supersede any prior or oral agreements with the exception of the Complete Release from Liability in Case of Injury or Loss, Waiver Indemnity Agreement, and as of the date hereof, along with the Complete Release from Liability in Case of Injury or Loss, Waiver Indemnity Agreement this Agreement comprises the complete and exclusive statement of the terms and agreements relating to the subject matter covered hereby. The Customer, by his execution of this Agreement, acknowledges that he has read the terms and conditions and has received a true copy of this Agreement.

- 1. The Guide agrees to guide the Customer, and the Customer agrees to be guided by the Guide, and follow the Guide's directions with respect to the use of the llamas and the equipment provided by Guide.*
- 2. The Customer agrees and acknowledges that the llamas are to be used only as pack animals and under no circumstances shall they be ridden by any person (adult or child).*
- 3. WARNING: UNDER COLORADO LAW, A LLAMA PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN LLAMA ACTIVITIES RESULTING FROM THE INHERENT RISKS OF LLAMA ACTIVITIES. PURSUANT TO SECTION 13-21-119 COLORADO REVISED STATUTES.**

4. The Customer agrees to pay all cost of collection, including reasonable attorney's fees incurred or paid by the Guide in enforcing the terms of the Agreement against customer.

5. Other than the obligations of the Guide as set forth herein, the Guide disclaims all warranties, express or implied, including any implied warranties of fitness for use or fitness for any particular purpose of the equipment and the llamas. The Guide shall not be responsible for direct, incidental or consequential damages, including, but not limited to, damages arising out of the use or performance of the equipment of llamas or the loss of the use of the equipment or llamas.

6. The terms of this Agreement are binding upon the parties' successors, heirs, parents, distributees, guardians, legal representatives administrators, and assigns.

IN WITNESS WHEREOF, the undersigned have set their hands this ____ day of _____, 20__.

REDWOOD LLAMA COMPANY, LLC ("GUIDE")

by _____ (Name & Title) _____ (Signature)

CUSTOMER

Print Name _____

Print Address _____

Telephone _____

Email _____

(Signature)

(Date)