

A Moment in Time
Photography, Hiking Guides, and Outfitters

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Contract Agreement

Trip destination _____

Trip dates _____ Days of the week _____

Name _____ Phone _____

Email _____

Date of Birth _____

Address _____

City, State, Zip _____

Drivers License State and # _____

License Plate # of car(s) left at trailhead _____

Make and Model of car(s) left at trailhead _____

Emergency Contact (name, relationship, phone number) _____

Names of other adults in your party:

Names and ages of minors under 18 years of age:

Name of person(s) responsible for minor children _____

Relationship(s) to minor children _____

A Moment in Time Photography, Hiking Guides, and Outfitters
Services Provided

A Moment in Time makes it easy for your party to experience the land of the Havasupai in the Grand Canyon. We will plan and organize your trip. You will also be given directions, suggestions, phone numbers, and maps.

You are required to obtain your own permit for camping.

All you'll need is your daypack, we provide everything else. We work with you on menu planning to accommodate special dietary needs. Food is carefully packed, with bulky packaging materials removed if possible. Gear is also carefully inspected and packed. Everything is horse-ready.

We drop off and pick up gear in Flagstaff (I-17) or at Grand Canyon Caverns Inn (I-40). We can also transport hikers to the North Rim of the Grand Canyon for North to South hikes.

I/we have been provided with, read and understand, and agree to the following:

- p.1 Contract Agreement,
 - p.2 Services Provided,
 - p.3 Borrowed Gear Worksheet and Agreement,
 - p.4 Pricing Worksheet,
 - p.5 Terms and Conditions,
 - p.6 Waiver of Liability
 - p.7 Medical History
- I/we agree with this contract in its entirety.

_____ Cost of package

_____ Deposit (due at booking date)

_____ Balance (due 45 days prior to departure)

Signature of contracting party _____ date _____

Signature(s) of other adults and list minor children

_____ date _____

_____ date _____

Signature of *A Moment in Time* trip leader or outfitter _____ date _____

A Moment in Time Photography, Hiking Guides, and Outfitters
Borrowed Gear Worksheet and Agreement

For trips to Supai, gear is typically dropped off and picked up in Flagstaff, AZ at a public location that is mutually agreed upon. The gear is packed horse ready in large canvas duffels. Borrowed gear prices are 25% of the replacement cost for the gear that you borrow. You will also need to provide a money order for the difference which is refundable upon receiving and inspecting the borrowed gear. Gear must be clean, dry, and packed correctly before inspection.

- _____ \$150 pack
- _____ \$50 bag (\$130 winter bag)
- _____ \$75 tent (includes tarp, \$150 for winter tent)
- _____ \$40 sleeping pad
- _____ \$25-\$75 hiking poles
- _____ \$100 crampons
- _____ \$110 jet boil (includes gas)
- _____ \$25 kitchen wares
- _____ \$30 hammock
- _____ \$75 cooler (includes duct tape)
- _____ \$ Total replacement cost
- _____ \$ Borrowed gear cost (25% of replacement cost)
- _____ \$Refundable money order (difference of replacement cost and borrowed cost)

I agree to borrow the gear noted above for 25% of the replacement cost. I also agree to provide a money order for the difference. I understand the money order is refundable upon receipt and inspection of the gear. I agree to pay for any gear that is damaged or not returned.

Signature of Borrower

Date

A Moment in Time Photography, Hiking Guides, and Outfitters
Pricing Worksheet

Outfitting Expenses

_____ Booking Fee \$300 for the first 1-3 people, \$50 for each additional person up to 6 people Non-refundable, due upon booking. The balance is due 45 days prior to departure.

_____ Guide \$450 per day (plus hotel, horse, helicopter expenses if needed)

_____ Driver/Transport \$167.50 plus 20 cents per mile for a half day, \$325 plus 20 cents a mile for a whole day. This price is for 1-6 people. For more than 6 people, add 400 for a moving van. Rimrock to Flagstaff is 100 miles round trip. Flagstaff to Supai is 328 miles round trip. Flagstaff to the North Rim Grand Canyon Lodge is 416 miles round trip.

_____ Food 20 per day per person (includes driving, shopping, packing)

_____ Gear rental is 25% of replacement cost, plus a refundable money order for the difference, returned to the customer upon receipt and inspection of gear. If an item is lost or damaged, the customer agrees to pay for the item. Money order amount _____

_____ Total due to Heather Timmons-Rice

Other Expenses

Clients need to obtain their own camping permits in advance from the Havasupai Camping Office - 928-448-2141

Transportation- People need to provide their own transportation. Automobiles must have room to hold 1 large cooler and 3 extra- large duffels for up to 3 people. The average SUV works great for 1-3 people. Two SUV's will be necessary for 4-6 people. Remember to fill up your tank!

Hotel/Lodging- Staying at the Grand Canyon Caverns Inn (928)422-3223 the night before departure is highly recommended. The Hualapai Lodge (928)769-2334 is also an option, although a bit out of the way. Supai Lodge (928)448-2201 is two miles away from the falls, for those who don't want to camp. All rooms fill up quickly, make reservations 4 months in advance. Rooms run about \$145 per night, double occupancy.

\$95 each way for helicopter transportation. Helicopters do not run every day, so plan accordingly. Helicopter reservations can be made by calling Airwest Helicopters at 623-516-2790.

A Moment in Time Photography, Hiking Guides, and Outfitters
Terms and Conditions

Deposit and Payment

a. Upon signature, *A Moment in Time* reserves the dates agreed upon for the contracting party (client). For this reason, all deposits are non-refundable.

b. The client shall make a deposit to retain the services specified in this agreement. The deposit is applied to the total cost. The remaining payment is due before 45 days of the trip date. Day trips need to be paid in full at the time of booking.

c. Please submit payment using PayPal.

Additional Charges

Camping permits, riding horses, helicopters, and lodging (in Supai Village) are not included in the cost. Be advised that helicopters do not fly every day of the week. Horse, helicopter, and lodging arrangements must be made in advance with the Havasupai Tourist Enterprise. Camping permits may be obtained by calling the Havasupai Camping Office - 928-448-2141.

Additional Information

a. *A Moment in Time* reserves all rights to use photographs for advertising and/or display purposes.

b. If *A Moment in Time* cannot perform this agreement due to illness, road closure, inclement weather, danger of flash flood, fire, or any other cause beyond control of *A Moment in Time*, the parties will be allowed to reschedule the trip up to one year after the original booking date, **or** any money less the deposit paid shall be returned to the client. *A Moment in Time* shall have no further liability with respect to the agreement. If the client cancels the agreement, a release of services statement must be signed. If the client fails to sign the statement releasing *A Moment in Time*, the client is and will be held liable for the entire cost of the trip. The deposit is non-refundable.

c. *A Moment in Time* reserves the right to change trip dates, times, and itineraries. *A Moment in Time* reserves the right to refuse service to anyone.

d. *A Moment in Time* is not responsible for any illness, injury, or death or any type of problems, lost, stolen or damaged vehicles or equipment or any personal effects that may occur with any aspect of the trip.

e. *A Moment in Time* is not responsible for unfavorable photography shooting conditions such as precipitation, wind, or harsh or dim light. *A Moment in Time* shall have no liability in the event that photos are lost or damaged.

Initials _____ Date _____

A Moment in Time Photography, Hiking Guides, and Outfitters
Waiver of Liability

ASSUMPTION OF RISK- Participating in the types of activities associated with this trip may present risks to you and/or the other people in your party and/or your personal property that could lead to the loss of your property, permanent trauma/injury or even death. Upon being accepted as a client with *A Moment in Time Photography, Hiking Guides, and Outfitters*, I, the undersigned contracting party **and** the other participants in the party acknowledge, understand and agree to the following inherent risks including but not limited to:

- a. Illness, injury, or death caused by altitude sickness, dehydration, over exertion, heat stroke, heat exhaustion, hypothermia, over-exposure to the elements, shock, or becoming lost;
- b. Illness, injury or death caused by malfunction of any type of equipment including camping or cooking equipment, sweat lodges, helicopters, ladders, bridges, chains, or any type of climbing equipment;
- c. Illness, injury, or death caused by caves, unstable ground, wind, blowing sand, flash floods, drowning, falling trees, branches, rocks, ice, or snow;
- d. Illness, injury, or death caused by falling from trails, rocks, trees, climbing equipment, rope swings, and/or hitting rocks, vegetation or water;
- e. Illness, injury, or death caused by drinking water, camp food, or dry ice;
- f. Illness, injury, or death caused by pack or riding horses, dogs, other animals, reptiles, spiders, microorganisms, or insects;
- g. Illness, injury, or death caused by failure to follow instructions, failure to ask for instructions or failure to ask for clarification for any situation that appears unsafe or unclear.

I/we acknowledge that the above list is not inclusive of all possible risks associated with the activities that I and/or my party may be involved in. I/we also acknowledge that I and all people in my party have had ample opportunity to ask any questions for clarification regarding the trip of *A Moment in Time* staff members.

Initials _____ Date _____

1.RELEASE- I/we hereby release and discharge *A Moment in Time*, its owners, affiliates, agents, employees, and their successors and assigns from any and all liabilities, suits, claims and demand actions or damages (including but not limited to attorney fees and disbursements) incurred by me arising out of participation in activities associated with hiking, camping, kayaking, or canoeing, including without limitation, all claims for property damage, personal injuries, or wrongful death even to the extent that such a loss or damage is caused by or results from negligence of any such party. This release is binding on my heirs, assigns, and agents.

2. INDEMNIFICATION- I/we hereby agree to hold harmless *A Moment in Time Photography, Hiking Guides, and Outfitters*, its owners, affiliates, agents, and employees and their successors and assigns, from any and all action, claims, demands, losses, and costs of any nature whatsoever arising out of or in any way relating to my activities with *A Moment in Time Photography, Hiking Guides, and Outfitters* including that caused by the negligence of any party. This indemnification is binding on my heirs, assigns, and agents. The terms of this agreement shall continue in effect after the trip. The site and governing laws of any suit shall be in and of Arizona or Nevada. In short, I/we acknowledge that I/we cannot sue or collect any money from *A Moment in Time Photography, Hiking Guides, and Outfitters* and that I/we assume responsibility for all risks associated with this trip.

Initials _____ Date _____

