



## HRCA HUNTING RULES AND REGULATIONS

### **PRE-HUNTING ORIENTATION, HUNTING PARTY REGISTRATION AND WAIVERS**

1. The User ("Hunter") or the other member of the Hunter's party (collectively "Hunting Party") may not enter on HRCA property in The Backcountry Wilderness Area ("Property") until a Backcountry Wilderness Area Use Application and Agreement (Hunting Use) (the "Agreement") is completed, signed and submitted in a form acceptable to HRCA, the Agreement is approved and signed by an authorized representative of HRCA, signed Waivers, as described in Paragraph 6 below, are received by HRCA from each member of the Hunting Party and payment in full is received by HRCA from the User identified in the Agreement.
2. All Hunters shall attend a mandatory orientation unless they have hired an HRCA guide. Each member of the Hunting Party is responsible to know and follow all information that is given to the Hunter.
3. The Hunter must have identification, valid Colorado hunting license for proper species and sex issued by the Colorado Division of Wildlife, HRCA permit and provide full names, addresses and phone numbers of all members of the Hunting Party. All members of the Hunting Party must have valid identification at all times while on the Property. **Only the Hunter and registered member(s) of the Hunting Party are permitted on the Property and the Hunter must be present (on-site) for the entire hunting trip.** Any person not registered to be on the Property or who is unable to furnish proper identification will be immediately evicted from the Property and will be subject to prosecution for trespassing.
4. It is the responsibility of all members of the Hunting Party to know and comply with, at all times, all rules and regulations identified in the Agreement, including these Hunting Rules and Regulations ("Hunting Rules"), as well as all State and Federal laws.
5. Only one person may accompany each Hunter unless written permission is received from HRCA Backcountry staff ("Staff"). The person(s) accompanying the Hunter must remain with the Hunter at all times.
6. Each Hunter and all other members of the Hunting Party must sign an HRCA Waiver, Release of Liability, Assumption of Risk, Indemnification and Covenant Not to Sue form ("Waiver") and return it to Staff before entering the Property. Minors must have the Waiver signed by a parent or legal guardian. **HRCA is not responsible for hunting accidents or accidents of any type on the Property.**
7. Hunter must be a Highlands Ranch Community Association (HRCA) member in good standing in order to obtain permission to hunt (proof of residency, i.e. Driver's License

pay stub or bill with household address, may be required). Failure to provide proof of residency will result in forfeiture of hunting privileges.

If a HRCA member purchases a 'buddy' hunt through the Elk Banquet Live Auction or Silent Auction, the HRCA member may choose a non-HRCA member to hunt as the 'buddy.' Otherwise all other 'buddies' must be an HRCA member in good standing.

## **GENERAL**

8. HRCA reserves the right to disallow hunting at any time for any reason.
9. HRCA reserves the right to close the Property at anytime upon its reasonable belief that an emergency situation or dangerous conditions exist and anytime upon the direction or recommendation of any governmental authority. In such event, the Hunter and all other members of the Hunting Party shall leave the Property immediately.
10. Hunters must fully and promptly obey any and all orders given by Colorado Parks and Wildlife, Douglas County Sheriff's Department, Fire Department or Staff.
11. All Hunters must have a working cell phone on their person at all times and Staff must be provided with the cell phone number prior to entry on the Property.
12. All Hunters must be proficient in identifying the game animal they are pursuing, including but not limited to sex, and legality of animal.
13. All game being taken from the Property must be not be visible while being transported.
14. HRCA reserves the right to revoke the license granted under the Agreement to hunt on the Property and related privileges at any time for any reason.
15. HRCA reserves the right to restrict access to certain parts of the property for any reason; including areas that are defined as to be in the hunt area.
16. Hunter must notify Staff by phone at number as provided by Staff (text and/or phone call) within ½ hour of when game is taken or wounded. If text message is used, Hunter must receive confirmation from Staff or must assume Staff did not receive original message and must keep trying until confirmation of receipt of message by Staff.
17. All fees paid to HRCA are non-refundable.
18. Failure to use good judgment, follow all HRCA rules, regulations, guidelines and any federal, state or local laws, including but not limited to Colorado Parks and Wildlife laws, rules and regulations, will result in immediate loss of hunting privileges and revocation of the HRCA license granted under the Agreement, and may result in permanent loss of opportunity to apply for the HRCA hunting programs in future years.
19. Final interpretation of any HRCA rules, regulations or guidelines will be made by Staff. All staff decisions are final.
20. Utility companies and other parties with easements, rights-of-way, licenses or other permits for use of or access to the Property, including the tenant on the Property with a grazing lease, may conduct business as usual during hunting seasons. HRCA cannot limit the access or operations of holders of such interests in any way at any time. Hunters

should exercise extreme caution while hunting and be aware that other parties may be on the Property at all times.

21. All big game hunts must be accompanied by an HRCA provided guide.

22. HRCA Hunt Committee:

- a. Each year the Hunt Committee provides input and makes recommendations to the staff on the following:
  - i. Fees for each category of hunt and species of hunt
  - ii. System used to determine categories of hunts
  - iii. Quotas for categories and species
  - iv. Other input as needed

23. Bull Elk Hunt Categories/Classification:

- a. Unrestricted Bull Elk Hunt: Any bull is eligible for harvest
  
- a. Restricted Bull Elk Hunt: Typically a bull that is not a trophy and does not have 'special' qualities ('special' will be defined by the guide). However, depending on the year's harvests and observations, a Restricted hunt may allow for a trophy bull. It would not allow for ANY trophy bull but a specific class, age, or even a specific bull. The determination of the 'restrictions' in place for the hunt would be made prior to the start of the hunt. If the restriction allows for a trophy, an additional \$500 fee would be assessed prior to the start of the hunt. The hunter can choose whether or not to take the 'trophy option' if it is available. No matter what restrictions are in place for the hunt, the final determination of whether a bull fits the criteria and can be harvested is subjective and such determination is up to the guide. All staff/guide decisions are final.
  
- b. Management Bull Elk Hunt: A bull that is not a trophy and likely never will be; or a non-branched spike. The determination of a management bull is subjective and such determination is up to the guide. All staff/guide decisions are final.

24. Wait Periods:

There will be mandatory wait periods, or periods of ineligibility, for any hunter who harvests an animal or has a successful hunt for an animal. 'Successful hunt' is defined as a hunt where an animal is either harvested, wounded, or the hunter has a reasonable opportunity for a shot and passes. Such determination is made by the guide.

Each harvested bull elk will be judged by the sitting HRCA Hunt Committee. The Committee will make a recommendation to staff to categorize the harvest into a category outlined below

In the event an animal is wounded and not recovered, that will count as a harvest. The HRCA guide will have final say in categorizing the bull. However, if it is a known bull then pictures will be used and the categorization will go through the normal committee process. All hunters must have their harvested bull (if it is not deemed a management or non-trophy) scored and provide that score to staff or the 20 year wait period will apply. The score will help categorize the bull but will not be the final determination. All

staff decisions and judgements are final regarding judgement of success and size/categorization of the bull elk.

Wait periods is a term of ineligibility for hunts (the term of ineligibility applies only to the sex/species of the harvested animal).

Hunters may continue to apply and collect points under the HRCA point system. Hunters may also continue to participate in all drawings (after "General" eligibility/wait period expires) and if drawn for a bull hunt, that hunt would automatically be a management bull hunt.

For example, if a hunter hunts a bull in 2017, and has a successful hunt for a non-management bull, the hunter would be ineligible for all bull hunts for 2018 and 2019 and is again eligible for all hunts in 2020. Or, if a hunter hunts a bull in 2017 and harvests a trophy bull that requires a five year mandatory wait period, after two years of that wait period (2018 and 2019) they would be eligible to enter drawings for all bull hunts in 2020 but if drawn, their hunt would automatically be a management bull hunt. That would be in effect for all years until their wait period expires.

All wait periods are retroactive to the fall 2017 hunts. Any hunter who hunted in the fall of 2017 is subject to these wait periods.

**WAIT PERIODS:**

- i. Any \*successful hunt**
  - 1. 2 year wait period**
- ii. Management Bull Harvest**
  - 1. 2 year wait period**
- iii. Turkey Harvest**
  - 1. 2 year wait period**
- iv. Restricted Bull Harvest**
  - 1. 3 year wait period**
- v. Trophy Bull Harvest**
  - 1. 5 year wait period**
- vi. Giant Bull Harvest**
  - 1. 10 year wait period**
- vii. Buck deer harvest**
  - 1. 10 year wait period**
- viii. Bull of a Lifetime Harvest**
  - 1. 20 year wait period**

\*Success is defined as an opportunity, miss, or wounding of an animal; without harvest. Determination of success is made by the guide.

**25. Drawings:**

- a. Registration for all drawings, except archery, will open the first Friday in June.
- b. Drawings for all 'open' drawings will take place the day before the annual Banquet which typically takes place the 3<sup>rd</sup> Friday in July.

- c. Drawings for 'must be present to win' drawings will take place at the annual Banquet.
- d. The Archery Drawing will take place on the Monday following the 2<sup>nd</sup> Friday of January.
  - i. Registration for the archery drawing will open on the 3<sup>rd</sup> Monday of December and close on the 2<sup>nd</sup> Friday of January.
  - ii. Once registered, hunter must submit proof of one CPW preference point for elk to the Backcountry Director. Failure to do so will disqualify the hunter from the drawing.
  - iii. Winners must notify Backcountry Director by June 5<sup>th</sup> of their successful or unsuccessful drawing result for the CPW Unit 51 Archery Tag or they will be disqualified and an alternate will be selected to replace.
  - iv. Payment and verification forms for the archery hunts is due by the 2<sup>nd</sup> Friday in June. Failure to meet the deadlines will result in forfeiture of hunting privilege.

26. Payment and Verification Process

- a. All payments and Verification Forms must be completed by the established deadlines. Failure to meet the deadlines will result in forfeiture of hunting privilege. It is the hunter's responsibility to ensure HRCA has their proper contact information.
- b. Verification documents that must be submitted:
  - i. Waiver
  - ii. License Agreement
  - iii. Outfitter Contract
  - iv. Photo copy of tag/license
  - v. Hunter Information Form
  - vi. Proof of Residency
- c. Deadlines for Payments:
  - i. Archery: 2<sup>nd</sup> Friday in June
  - ii. All other hunts: 2<sup>nd</sup> Friday in August
- d. Deadlines for Verification Forms:
  - i. Archery: 2<sup>nd</sup> Friday in June
  - ii. All other hunts: 3<sup>rd</sup> Friday in August

**POINT SYSTEM**

- 27. There are three pools to earn points in; Bull elk, Cow elk/turkey and Youth.
- 28. If a person hunts an animal from any of those pools, their points reset to zero within that pool. For bull elk hunts, the category of bull hunt does not matter, nor does it matter if it was a voucher, provide your own license, prize, etc.
- 29. If a person skips one year of gaining a point in a pool, their points reset to zero for that pool. A person may obtain only one point per year in any pool.
- 30. There is no pool for coyotes, a coyote hunt does not impact points whatsoever.
- 31. Points do not reset to zero if a hunt was purchased via auction; otherwise, all other situations where a person hunts the animal from that point pool, points reset to zero.

## **DETERMINATION OF 'YOUTH' FOR YOUTH HUNTS and YOUTH OPPORTUNITY**

32. Minimum Age: Youth hunters must be a minimum of 12 years old at the time of their hunt and or qualify to purchase a hunting license through the Colorado Parks and Wildlife.

Maximum Age: Youth hunters must not turn 18 on or before February 15<sup>th</sup> of the year of their hunt or year of the CPW drawing for their hunt. All hunters who turn 18 after February 15<sup>th</sup> of the year of the stated HRCA youth hunt are eligible.

33. During a youth hunter's time of eligibility as a youth, each youth may only hunt each sex/species one time during their youth eligibility period. This rule is retroactive and applies to all youth who have hunted in the Backcountry in the past and future. Youth may hunt the same sex/species another time, as a youth, if they are drawn in a drawing that is available to all ages.

## **FIREARM SAFETY**

34. The discharge of any firearm is permitted only to harvest game animal hunter is authorized to pursue; unauthorized discharge of firearms is prohibited.

35. Skyline shots (shots with no backdrop) are prohibited and will result in immediate expulsion of the Hunting Party from the Property.

36. The loading of guns is prohibited until the Hunter is in the assigned hunting zone on the Property. All other state laws and regulations regarding firearms must be followed at all times.

37. Hunters must be proficient with their firearm(s).

## **HUNTER'S RESPONSIBILITIES**

38. It is Hunter's sole responsibility to:

- a. Know and recognize appropriate hunting areas, hunt zone borders and boundaries of the Property
- b. Stay within the assigned hunt zone
- c. Know all laws, rules, regulations, and guidelines including but not limited to: care of meat, field dressing, tagging, sex and antler point evidence requirements, hunter safety, hunting laws, firearm laws and regulations, license requirements, etc.
- d. Know and follow all federal, state, and local laws and Colorado Parks and Wildlife rules and regulations concerning hunting game.
- e. Follow all Colorado laws regarding private property
- f. Ensure that any discharge of a firearm is a safe shot with appropriate backdrops and other safety factors included.
- g. Be comfortable and competent with the weapon being used.

## **WOUNDED ANIMAL:**

39. If/when a hunter shoots at an animal and the animal does not immediately drop and/or is not in sight the hunter must follow these steps if they are not with a guide:

- a. Hunter may go to the site where the animal was (hit site) and mark it (flagging tape, hat, glove, pack, etc.)
- b. Notify on call staff via text or call before proceeding any further if the animal is not visible (at this point, an animal should be given at least an hour to expire before a recovery effort is made anyway).
- c. Hunter should begin to carefully search the hit site for signs the animal was hit, but may not continue to hunt until staff can assess the situation, make a determination, and direct the hunter with a course of action.
- d. Staff will want the following information from the hunter:
  - i. Was there visual impact from arrow/bullet?
  - ii. Was there obvious impairment? i.e. broken limb, mobility impairment, flying feathers, etc.
  - iii. Which direction the animal traveled after the shot.
- e. Blood and other sign will be evaluated to help determine whether the animal was hit/wounded.
- f. If there is sign that the animal was hit/wounded every effort will be made to locate that animal. The effort may take a few hours, or days.
- g. In general, but with few exceptions, if an animal is hit/wounded and is not found, the hunt will be over at that point. Certain circumstances may call for an exception and that determination will be made by staff in each instance.
- h. If the hunter does not follow these steps after a shot, missed shot, etc. their hunt will be terminated immediately without a refund.

#### **PROPERTY ACCESS**

40. Camping or overnight stays on the Property are prohibited unless otherwise authorized in writing by staff.
41. Hunters may not enter the Property on the scheduled hunting date(s) until 1 hour before sunrise.
42. Hunters and the Hunting Party must leave the Property within 1 hour after sunset on the scheduled hunting date(s) unless written permission to leave at a later time is granted by HRCA. Notwithstanding the provisions of Rules 25 and 26, Hunters must comply with all property access permit and hunting hour requirements of Colorado Parks and Wildlife.
43. Hunters must sign in and sign out each time they enter and leave the Property by sending a text message to the staff person appointed to be the contact during the hunt; unless they are accompanied by an HRCA guide.

#### **PROPERTY USE AND CLEANING**

28. All trash must be packed out by the Hunting Party. HRCA will not provide trash cans or bags.
29. The Property must be restored to the condition that existed prior to the Hunter's entry. If any trash or other material is left on the Property, Hunter will be charged at a minimum, a \$100.00 cleanup fee. Hunter will be further charged for the actual costs that exceed the minimum \$100.00 cleanup fee for any cleanup and repairs incurred by HRCA in restoring the Property to the condition that existed prior to Hunter's entry.

30. No modification, digging, cutting, or destruction of any kind shall occur anywhere on the Property.
31. Carving, chopping, cutting, or damaging any vegetation is prohibited.
32. Removal of any natural resource is prohibited; e.g. cutting of trees for Christmas trees, removal of rocks. Hunters are further liable for any damage caused to any natural resource.
33. Loud music is prohibited.
34. Animals/pets are not permitted to enter the Property with the Hunter or Hunting Party with the exception of guide or service animals, which must be kept on a leash at all times while on the Property, NEVER left unattended or used in the hunting or taking of wildlife. Hunters must properly pick up after their guide or service animals, including all wastes.
36. All human waste must be buried or disposed of appropriately.
37. Illegal drugs of any kind are prohibited anywhere on the Property. Violators will be arrested and prosecuted.
38. No member of the Hunting Party may bring or consume alcohol on the Property. Hunters who drink alcohol may not hunt on the same day.
39. Generators are prohibited on the Property.

#### **FIRES and FIREWORKS**

40. Fires are not permitted on the Property.
41. Smoking, fireworks, or any other kind of incendiary devices are prohibited on the Property.

#### **VEHICLES**

42. No motorized vehicles of any kind may be brought on the Property unless written consent is given to the Hunter by Staff.
43. Hunter's vehicles will only be permitted at the parking area(s) designated by HRCA. Vehicles are only allowed on designated roads leading to parking areas, vehicles should not be driven on any other roads on the property without permission from the HRCA.
44. Hunting while driving from one designated parking area to another is prohibited; before a firearm may be discharged in the pursuit of an animal, the hunter must be parked at one of the designated parking areas.
45. All vehicles entering the Property must have a written pass obtained from HRCA.

#### **PERSONAL LIABILITY AND DAMAGES**

46. Hunters will be held personally liable for any damage or loss to personal or real property including but not limited to livestock, equipment and buildings.
47. The Hunter in whose name the hunting permit is granted shall be liable for any and all property damage and loss to any portion of the Property arising out of the use or operation of the Property by Hunter and the Hunting Party, or any acts or omissions of Hunter or the Hunting Party. Pursuant to the Community Declaration for Highlands Ranch Community Association, Inc., HRCA has the power to levy and collect a Reimbursement Assessment against the Hunter to cover the costs and expenses incurred by HRCA on account of such damage or loss.
48. Any violation of these Rules and Regulations may result in immediate disciplinary action including but not limited to: removal from the Property, fines and/or criminal prosecution.
49. Engaging in any type of dangerous behavior may result in immediate disciplinary action including but not limited to: removal from the Property, fines and/or criminal prosecution.
50. Hunter shall have full responsibility for conduct and welfare of all persons, including supervision of minors, using the Property during the hunt and for all damages and costs as more fully set forth in the Agreement.
51. Hunter and the Hunting Party are responsible for and assume all risk of loss or damage to any personal property brought to the Property by the Hunter and Hunting Party. HRCA is not responsible for any loss, theft of or damage to any items, materials and other property brought to the Property by Hunter and Hunting Party.

#### **FAILURE TO COMPLY AND TERMINATION**

53. Hunter and Hunting Party agree to abide by the terms of the Agreement and all HRCA rules, regulations, policies and procedures. Violation of the Agreement, these Rules and Regulations or any other HRCA rules, regulations, guidelines, policies and procedures, any federal, state or local laws or regulations, or misuse or abuse of the Property or any other HRCA facilities will, in addition to actual damages and remedies, result in forfeiture of all hunting fees, possible denial of a future request to hunt, rent or otherwise use any HRCA Facility and fines and other sanctions by HRCA.
54. The use of the Property is pursuant to a license granted by HRCA. HRCA reserves the right to terminate the Agreement and the license and expel any individual or group from the Property at any time for any reason HRCA deems necessary and sufficient, including, but not limited to failure to observe any of these Rules and Regulations, any other rules, regulations, guidelines, policies and procedures of HRCA, fighting, vandalism, or improper or lewd conduct, misuse or abuse of the Property, wandering outside of the designated hunting area, giving incomplete or incorrect information regarding the nature of the use, number in attendance, identity of members of the Hunting Party, not being in possession of any required identification or the existence of any conditions or circumstances which are provoking or may tend to provoke a breach of the peace or circumstances which could endanger the health, safety and well being of any person or the destruction of property.

55. All staff decisions and judgement regarding any and all of the above rules and regulations are final.