

BEARPAW OUTFITTERS TERMS AND CONDITIONS

Bearpaw Outfitters are herein referred to as BPO.

Revised 04-01-10

- 1. TO BOOK A TRIP:** A 50% Deposit is preferred but we are flexible. Call to work out the details or send a "[Hunt Application](#)" with your credit card info or a check for your deposit.
- 2. CONFIRMATION:** BPO will review your requested hunt details and will notify you if any corrections are needed. Then a "Statement & Contract" can be supplied for your records.
- 3. CONTRACT:** The "Bearpaw Outfitters Terms and Conditions" and any "Statement & Contract" that you receive shall constitute your contract and agreement with BPO.
- 4. PAYMENTS:** All trips should be paid in full 30 days prior to your scheduled arrival date or you must contact BPO to make other arrangements. Cash, Cashier Checks, Money Orders, Travelers Checks, or Credit Cards are preferred. Personal checks are only accepted 30 days or more before your arrival. A 3% fee is charged for all credit card transactions.
- 5. REFUND & CANCELLATION POLICY:** If you apply for a license but do not draw your license, or if BPO must cancel your trip, your trip may be rescheduled or the unused portion of your deposit refunded. **Hunt Fee deposits and payments are non-refundable for any other reason.** Trips you cancel prior to 30 days before your scheduled arrival may be rescheduled. Cancellations after that date forfeit your deposit. A trip ended by a guest before completion is considered a cancellation, all fees and further services from BPO are forfeited.
- 6. CHECK-IN BEFORE LEAVING HOME:** Please call BPO **before you start your travel to the hunt location** to verify everything is in order for your trip. BPO will advise you of any unforeseen circumstances that may have arisen and suggest any last minute revisions needed for your trip.
- 7. DRIVING & AIRPORT INFO:** BPO will provide driving directions before your arrival. If you are flying, Southeast Idaho and Utah guests fly into Salt Lake City. Washington guests fly into Spokane, Washington. Montana guests fly into Billings, Montana. Most hunt areas are 2 to 4 hours drive from these airports. [Rental Cars](#) are available for about \$150+ per week.
- 8. WHAT BPO PROVIDE:** **Guided Trips** include accommodations as described, a licensed guide with transportation during the hunt, game recovery, and game care. **Semi-Guided Trips** include accommodations as described, advice where to hunt, and help with game recovery. **Unguided Trips** include accommodations as described and advice where to hunt.
- 9. WHAT YOU MUST PROVIDE:** All Guests must provide their own travel and accommodations before their arrival and after their departure from BPO, [Personal Equipment](#), License Fees, [Trip Insurance](#) if desired, a light sleeping bag for cabin, bunkhouse, or farm house trips, a heavy warm sleeping bag and sleeping pad for camping trips, butchering and taxidermy fees, and anything you want that is not included in the list of "What BPO Provide". **Semi-Guided Guests** also must provide their own hunting transportation, be self reliant, and help with the recovery and care of their game. **Unguided Guests** also must provide their own hunting transportation, backpack frame, be self reliant: care for their game and get it back to camp on their own. **Drop Camp Guests** must also provide their own food and drinking water and do their own cooking and camp maintenance. **Town Hunt (Motel) Guests** must also provide their own restaurant meals and snacks, and provide their own lodging in a motel or bring their own camper for a local campground. (ask for list of campgrounds)
- 10. ASSIGNMENT OF CAMP AND/OR GUIDE:** If you make a request to be assigned a particular guide or to have your trip scheduled for a particular camp, BPO will make every effort to accommodate your request, **but BPO cannot make any guarantees** due to unforeseen circumstances that can affect availability of particular guides and/or camps for a hunt.
- 11. LODGE – CABIN – FARM HOUSE:** Available for Idaho, Utah, and Washington trips. Enjoy cooked meals, relax or visit in the common areas, and enjoy an indoor bedroom. It's only about 10 to 60 minutes to most hunting areas, groups of up to 16 guided, semi-guided, or unguided hunters can be accommodated. **WHAT BPO PROVIDE:** Meals (see the [sample menu at http://bearpawoutfitters.com/pdf/menu.pdf](http://bearpawoutfitters.com/pdf/menu.pdf)), indoor accommodations, and for guided hunters a licensed guide with transportation and help caring for your game.
- 12. HOSTED TENT CAMP:** A basic no-frills tent camp hosted by BPO that can be driven to; you do not have to ride horses to camp. Group sizes vary but there are usually 6 to 10 guided, semi-guided, and/or unguided hunters in camp. **Please Note:** BPO will often finish setting and stocking the camp on the arrival day. Your trip begins at 6:00 P.M. on the Arrival Day and ends after dinner on the last Hunt Day. After you are shown the camp, you will need to sign the check-in. Many hunters reserve a motel near the butcher shop or the airport for the evening after the hunt. (Remember, make your motel reservations in advance.) **WHAT BPO PROVIDE:** Meals (see the [sample menu at http://bearpawoutfitters.com/pdf/menu.pdf](http://bearpawoutfitters.com/pdf/menu.pdf)), water, sleeping tent, cots, lanterns, tent heater, kitchen area, portable camp toilet, and for guided hunters a licensed guide with transportation and help caring for your game.
- 13. DRIVE-IN DROP CAMP:** A basic no-frills drive-in drop camp for your group of 2 to 8 unguided hunters that can be driven to with a 4x4 auto or ATV. Horses are not needed to get to camp. Meals are not provided in Drop Camps so bring your own food to cook. Reserve the camp for up to 14 days. **WHAT BPO PROVIDE:** Hunting advice, tent, sleeping cots, tent heater, lanterns, cook stove, extra fuel, table, chairs, plates, cups, pans, utensils, dishtowels, dishpans, 30 gallons wash water, portable camp toilet, and a firewood hand saw. **Please Note:** BPO will usually set your camp when you are taken to the location, after you have been shown areas to hunt on the map, you will need to sign the Drop Camp Check-In sheet.
- 14. HORSEBACK DROP CAMP:** A no-frills horseback-in Idaho drop camp for groups of 2 to 6 physically fit hunters for up to 14 days. **Please Note:** BPO usually set your camp when you are packed in. After you have been shown areas to hunt on the map, you will need to sign a Drop Camp Check-In, and then you are left at camp to hunt on your own; and on a pre-arranged date you, your gear, and your game are packed out from camp. Camps are usually 2 to 4 miles from the parking area; far enough to get you away from many hunters, but close enough a person can walk to their auto and drive to town during the hunt if needed. A [Satellite Phone](#) is recommended but some cell phones may have service on ridges behind camp. Bring lightweight gear, food, and drinks suitable for horse packing. Avoid glass and large or heavy items. BPO reserve the right to refuse packing anything considered impractical, so please ask Dale in advance if you have questions. **WHAT BPO PROVIDE:** Hunting Advice, tent, sleeping cots, tent heater, lanterns, cook stove, extra fuel, table, chairs, plates, cups, pans, utensils, dishtowels, dishpans, 20 gallons wash water, portable toilet, and firewood hand saw. Food and gear should be kept to no more than 80 pounds per person with 2 persons gear on each pack horse. Additional horses can be pre-arranged for \$200 per horse or \$600 for additional trips. Insurance requirements do not allow BPO to leave horses with you.
- 15. MOTEL "Town Hunts":** Stay in town near restaurants and shopping. Motels are close to most of the hunt areas. **WHAT BPO PROVIDE:** A licensed guide with transportation and game care for guided hunters, and advice where to hunt for unguided hunters. **Please Note:** Motel "Town Hunts" do not include lodging or meals, hunters must provide their own motel room, restaurant meals, and snacks. Budget an additional \$50 to \$100 per day to cover these expenses. Most Montana hunts are conducted as Motel "Town Hunts".
- 16. CHECK-IN:** After your arrival, BPO will familiarize you with the camp or lodging that is provided. You will be asked to sign a [Camp Check-In](#) indicating that the camp or lodging is acceptable to you. If the camp or lodging is not acceptable, you must note any reasons on the [Camp Check-In](#) and needed changes will be made as quickly as possible and noted on the [Camp Check-In](#) for your signature. It is understood and agreed that if documented problems are not resolved to your satisfaction, you have the option to get a motel room of your choice and eat in the restaurants of your choice and BPO will refund to you; the cost up to \$75 per scheduled hunt night to guided and semi-guided hunters, or \$40 per scheduled hunt night for up to 6 nights to unguided hunters. BPO will pick up guided hunters and return them to the motel daily. Semi-guided and unguided hunters must use their own transportation.
- 17. WEATHER & NATURE:** Are unpredictable and can affect the outcome of your trip, your comfort, and conditions in camp. Be advised, BPO have no control over weather and nature. Occasionally weather can be so harsh that access roads can become so excessively muddy that travel can become impossible or too damaging to the roadways or equipment. If rains create these conditions BPO may be forced to pause your hunt until conditions improve. This action is for your own safety and to protect autos and roads from excessive damage. As soon as the weather improves the roads usually improve within a few hours to allow travel. As soon as possible BPO will have your hunt safely underway. **No extra days will be given or refunds made** due to lost opportunity, inconveniences, or losses to you or your property, as a result of weather, muddy roads, or any acts of nature.
- 18. ABANDON CAMPS:** When weather is too harsh to comfortably and/or safely stay in camp or any other unforeseen circumstances arise complicating your stay in camp, BPO reserve the right to convert your trip to a "Town Hunt" (see #15 Motel "Town Hunts"). If you are an unguided hunter, you may have to make this decision for yourself.
- 19. TRANSPORTATION:** Guided trips may be executed using autos, ATV's, horses, or on foot, and the transportation provided will be by BPO choice unless special arrangements have been included on your "Statement & Contract". **Please Note:** On trips with more than two clients per guide, you may need to provide transportation for some of your party members since you all may not fit into the guide's auto. Unguided hunters must provide all their own transportation. Ask in advance about what type of transportation works best in your hunt area.
- 20. HORSES or ATV'S:** A limited number of horses and ATV's are available to guided Idaho clients for an additional \$600 per hunter. Make your request well in advance so that Bearpaw Outfitters has sufficient time to make arrangements. Requests are subject to availability, and if the horses or ATV are not available for your hunt the \$600 fee will be refunded.
- 21. CUSTOMER SERVICE POLICIES:** Your satisfaction is of the utmost importance to Bearpaw Outfitters. Our policies are designed to insure that any problem which may arise during your trip gets the quickest resolution possible. To insure your satisfaction, you have an obligation to tell BPO whenever there is a problem that needs a resolution and then you must confirm to BPO that the problem has been resolved to your satisfaction in order for your trip to continue. By doing your part of reporting any problem that arises and then confirming that an acceptable resolution has been reached, Bearpaw Outfitters can insure that you receive a satisfying experience.
 - a. GUIDES & ACCOMODATIONS:** Guides are licensed and trained in first aid for your safety. If you have a problem with your guide or with the cook, the meals, or the camp or lodging, first try talking with your guide or cook to resolve the problem. If you do not get an acceptable resolution as soon as possible consult the Manager for resolutions or call Dale and Tara.
 - b. MANAGER:** Each hunt or camp has a designated Manager. If you have any problem during your trip please consult the Manager for resolutions. In the unlikely event that you cannot resolve any problem with the Manager on the same day that it occurs, use your cell phone or go to town and call Dale or Tara within the next 12 hours so they can resolve your problem.
 - c. DALE & TARA:** If you have any unresolved problem you must notify Dale or Tara within 12 hours so they can resolve the problem. Office 509-684-6294, Dale's Cell 208-852-6494
 - d. HUNT LOG:** Each evening during guided hunts and during unguided hunts that include meals and lodging, the manager, cook, guides, and clients should fill out the [Hunt Log](#) and document game statistics for the day, any problem that anyone has encountered that needs a resolution, the resolution of the problem with client signature of approval so their hunt can

continue, verify hunting plans for the next day, and verify lunch plans and get a sandwich count for the cook. If you have any problem that you do not want to discuss in front of others, please approach the Manager alone and document the problem and the resolution with your signature of approval in the [Hunt Log](#). If you do not get an acceptable resolution you must call Dale or Tara within 12 hrs so that they can resolve the problem. If you choose to continue your hunt you are indicating that the problem has been resolved to your satisfaction.

e. MAKING SURE YOU UNDERSTAND HOW IT WORKS: If you have **ANY PROBLEM** with your hunt, with your camp, or with your guide, you must document the problem on the [Hunt Log](#) with the Manager on the same day the problem occurs so it can be resolved immediately. The resolution must also be documented with your signature of approval so that your hunt can continue. If you feel you do not get an acceptable resolution from the Manager, you agree to notify Dale or Tara within 12 hours by cell phone or by driving to town as needed to notify Dale or Tara by phone of any unresolved problem. You further agree that if you choose to continue your hunt, you are indicating that the problem has been resolved to your satisfaction. Remember, it is your responsibility to notify BPO when any problem occurs so that it can be resolved. By choosing to continue your hunt you are indicating that the problem has been resolved to your satisfaction. Do not wait until the end of the hunt to claim something was wrong. There's nothing that can be done to resolve a problem after your hunt is over!

f. DISPUTE RESOLUTION: If you think you have a legitimate unresolved complaint after the hunt, you agree to first notify BPO in writing and allow 30 days to attempt to settle the dispute. If you do not reach a resolution, BPO is one of very few outfitter members of the Better Business Bureau and subscribes to their standards. If you cannot reach a settlement directly with BPO, after 30 days you may contact the Inland Empire Better Business Bureau at (509) 455-4200 with your complaint. As a BBB member in good standing, BPO will answer all complaints made with the BBB and will co-operate with the Alternative Dispute Resolution Program to settle complaints by using 3rd party mediation if needed.

22. LIMITATION OF LIABILITY: It is understood and agreed by all parties that the financial responsibility and/or liability of BPO shall be limited to no more than the "Hunt Fee" noted on the website or in the "Trip Contract". It is understood and agreed that all other expenses, licenses, fees, or taxes are not the responsibility of BPO under any circumstances.

23. LAW APPLICABLE: These Terms and Conditions shall be construed and enforced according to the laws of the State in which your hunt was executed, without regard to conflict-of-laws principles. If any portion of these Terms and Conditions shall for any reason be unenforceable, the rest of these Terms and Conditions shall remain in force.

24. VENUE; PERSONAL JURISDICTION: Venue of any lawsuit or administrative proceeding on a claim arising out of or related to the services sold hereunder shall lie in the State District Court for the County in which your hunt was conducted (or such state agency as shall have subject matter jurisdiction) and in the United States District Court for the District in which your hunt was conducted. Any objection to the assertion of personal jurisdiction of plaintiff or defendant by such court is waived.

25. RIGHT TO CHANGE FEES or CHANGE TERMS & CONDITIONS: BPO reserve the right to increase "Hunt Fees" and/or change the "Terms and Conditions" at any time without prior notice. View current "Hunt Fees" at www.BearpawOutfitters.com and "Terms & Conditions" at <http://www.bearpawoutfitters.com/terms.pdf>. In the unlikely event the "Hunt Fee" must be increased for a hunt which was previously booked at a lower price, you will be notified of the change and reason for the increase. If you are unwilling to pay the increased price you may request a refund of your "Hunt Fee". It shall be understood that BPO will not be responsible for license fees or other costs or expenses if you choose to request a refund.

26. "ACKNOWLEDGEMENT OF RISK" and "WAIVER AND RELEASE": You will need to sign an ["Acknowledgement of Risk"](#) and/or a ["Waiver and Release Agreement"](#).

27. IDAHO STATE SALES TAX: Idaho law requires all outfitters to collect a 6% sales tax on the "Hunt Fee" for all Idaho trips.

28. LAND OWNERSHIP: In Idaho BPO operate primarily under permit on Cache National Forest administered by the Caribou-Targhee National Forest and on Idaho State Lands. In Washington and Utah BPO operate on mostly private lands and permitted BLM lands. Montana hunts are conducted on private lands.

29. PRIMARY LAND USE: Cattle or sheep ranching and/or logging are the primary land uses of many lands on which BPO operate. It shall be understood by all parties that hunting may occur while ranching or logging operations are in progress which may include but are not limited to active logging operations, livestock grazing, and/or livestock roundups.

30. NON-HUNTING COMPANIONS: Are welcome on most trips for a reasonable fee. Please make arrangements in advance for all non-hunters coming with you.

31. VALUABLES: Store your valuables in a safe and locked location. BPO will not be responsible for lost, stolen, or misplaced items.

32. SMOKING: Smoking leaves foreign odors on clothing that alerts game, so try to keep smoking to a minimum. Smoking is not allowed in the field during dry weather conditions.

33. ALCOHOL & DRUGS: For safety reasons alcoholic drinks are permissible only after you are finished hunting each day, do not drink any alcoholic beverages if you plan to hunt again the same day. Misconduct involving alcohol, possession of illegal drugs, or smoking outdoors during fire season, is cause for the immediate termination of your hunt without refund.

34. PHYSICAL CONDITION: Hunting requires a certain amount of physical exertion, consult your doctor about your trip, prepare as advised, and don't forget to be sure you are insured during your trip. If you do not choose to take these precautions, you are doing so by your own choice and at your own risk.

35. PERSONAL SAFETY: You are advised to have [Trip Insurance](#) for your trip. You are requested to wear helmets when riding ATV's or horses. It is also recommend that you use hearing and eye protection and wear orange when shooting or hunting. If you do not choose to take these precautions, you are doing so by your own choice and at your own risk.

36. WEAPON SAFETY: Unsafe weapon handling will not be tolerated and is considered cause for immediate termination of your hunt without refund.

37. ARCHERY EQUIPMENT: Minimum draw weight of 45 lbs, broad heads 7/8" or wider, arrows 400+ grains, no lighted sights or expanding broad heads. Practice up to 60 yd shots.

38. BIG GAME RIFLES: Bring at least .243 caliber for deer. Elk & Bear bring a .270, 7mm, .300, or .338 caliber and sight dead on at 200 yards. A .243 or 30/30 is suitable for cougar.

39. LICENSES & HUNTER ED: Licenses are available over-the counter or with Outfitter's Quotas for most trips. Moose and some other hunts are limited-entry draws. All license fees are subject to change at any time. Hunters must be age 12 or older to hunt in most states except WA. Hunters born after a specified date will need Hunter Education training to hunt.

40. HUNTER ORANGE & HUNTING LAWS: Hunter orange is required in Montana, Utah, and Washington. BPO recommends you wear it in Idaho too. Most game animals may be hunted from 1/2 hour before sunrise to 1/2 hour after sunset. Motor vehicles (including ATV's) may only be used for travel on roads open and capable of travel by full sized vehicles. While in a motor vehicle you may not have cartridges in the chamber, additionally, Washington does not allow cartridges in the magazine. Shooting is not allowed while in or on a motorized vehicle. These and other important laws can be reviewed in [State Hunting Pamphlets](#). Hunting violations must be reported and are cause for termination of your hunt without refund.

41. SHOOTING STICKS & RANGEFINDERS: Bring shooting sticks or a rifle bipod and if possible use a rangefinder before you shoot, these actions can improve your success.

42. SHOOTING / WOUNDING POLICY: Please sight in your gun before you leave for your hunt. You may be required to shoot accurately before your hunt can begin. BPO have a **WOUNDING POLICY:** Wounded game must be recovered if at all possible. One knockdown, hard hit, or blood trail may be considered a kill and your hunt for that specie may be finished. Ask any questions concerning this policy before your hunt begins so there is no confusion. Additionally, **YOU WILL BE RESPONSIBLE FOR the value or cost of any losses or injuries to livestock, hounds, or property, due to your actions EVEN IF ACCIDENTAL.** Payment is due before your departure.

43. BUTCHERING & TAXIDERMISTRY: Meat cutting and wrapping, and taxidermist services are available in most areas and BPO can recommend reputable services. However, BPO will not be responsible for your trophies or your meat if you choose to use these services, or while storing, transporting, or shipping your trophies and meat to or from these services.

44. MEAT SHIPPING: It's usually cheaper to take your meat on the plane with you as extra baggage than to have it shipped. Many of our meat cutters can provide overnight service.

45. PHOTOS & VIDEOS: BPO reserve all rights of use of all still and motion pictures and sound track recordings of all participants of their activities, and by booking a trip with BPO all participants are agreeing and granting BPO, their successor, assigns, and licensees the perpetual right to use, as they may desire, all still and motion pictures and sound track recordings, which may be made of themselves or their child, and the right to use their name and/or their child's name or likeness in or in connection with the exhibition or any other use of such pictures or recording for advertising, publicity, commercial, or other business purposes.

46. SHOOTING OPPORTUNITY AND SUCCESS: BPO would prefer 100% success on all hunts, but due to the unpredictability of nature, weather, and circumstances out of their control BPO can not guarantee any success rate, or any quantity or size of animals that may be seen or taken on any wild hunt. Success Rates and/or Shooting Opportunities suggested by BPO are only estimates of anticipated success or opportunity. No warranties are made, expressed, or implied, concerning game numbers, success, or shooting opportunity.

47. HEALTH, TRAVEL, & CANCELLATION INSURANCE: BPO do not assume any responsibility for you or for your trip investments. You are advised to purchase Health, Travel, and Cancellation Insurance to cover you and your trip against loss. There are insurance plans that you can review online or with this link: [Trip Insurance](#).

48. EQUAL OPPORTUNITY STATEMENT: BPO is an Equal Opportunity Employer and Service Provider. BPO do not discriminate on the basis of race, color, national origin, gender, religion, creed, disability, age, political beliefs, sexual orientation, marital or family status.

49. TIPPING YOUR GUIDE & COOK: Tipping is a customary gesture to show your appreciation of the efforts of your guide and cook. A common question asked is how much to tip. Usual tips are 10% to 20% for your guide and 5% to 10% for the cook depending on your satisfaction with their efforts. Whatever amount you choose to tip will be greatly appreciated.

50. TRIP EVALUATION: BPO would like to know how we did for you. As you know, hunting is never the same, at the end of the season it is always obvious that some weeks were better hunting and some were tougher hunting. BPO will attempt to provide you with quality services no matter if your hunt turns out to be during the best week or the toughest week of the season. Our goal is to provide you with quality services. Please take a moment after your hunt to offer us any positive comments or constructive criticism that could help us improve our services in the future. Please use this link to send your comments; we would like to hear from you about your trip: <http://bearpawoutfitters.com/contact.asp>

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Our Goal is to provide you with one of the most professional, successful, and enjoyable trips you'll ever experience.