

TAPADEERA LLC DBA HAMILTON OUTFITTERS
P.O. BOX 112 DECLO ID 83323
BLAINE HAMILTON HOME 208-654-2043 CELL 208-312-2064

Type of activity: _____ Schedule: _____ to _____
Participant: (hunter) _____ Contract # _____

TERMS AND CONDITIONS

Guided Hunts include two hunters with one guide except when special arrangements have been made to be one hunter with one guide: hunters stay in the lodge or cabins or wall tents. Our meals include breakfast, sack lunch and dinner; care of trophy animal by transporting meat to processor and Taxidermists in local area. The purchase price of hunts does NOT include: (a) meat processing, (b) taxidermy, (c) trips to pick up or take hunters back to the airport, (d) hunters Idaho hunting licenses and tags, (e) the 6% Idaho sales tax and the 3% USF fees.

A \$500.00 booking fee must be paid before a contract will be sent out. The hunters have 3 choices of how to pay for their hunt(s). 1. Pay the hunt in full. 2. Pay 1/2 of hunt for deposit and the remaining balance on or before _____ (the date written in). 3. The total hunt can be paid in 3 equal payments, 1/3 for a deposit, 1/3 on or before _____ (date written in) and remaining balance on or before _____ (date written in).

** There will be a 5-day grace period. At the end of the grace period the outfitter will consider this as non-payment and rebook the hunt unless prior arrangements have been made. ** All money and deposits paid are NON-REFUNDABLE.

Hunting is a strenuous, physical exercise requiring stamina and good conditioning. Altitudes in Idaho are frequently in excess of one mile, and the air is much thinner than at lower elevations. The weather in Idaho can vary greatly over a short period of time, and extreme conditions of adverse weather may be encountered. The hunter recognizes these facts and represents that he is in good health and good physical condition so that he can participate in hunts in Idaho unless he is handicapped and participating in the special handicap hunts which needs a separate contract signed by both parties.

Hunting is an activity requiring the use of weapons such as firearms and bows, which can produce injury. It requires hazardous activities in the wilderness. The hunter recognizes and accepts all risks which can arise during hunting. The hunter holds harmless, forgives, releases, and waives any claims which he may ever have against Hamilton Outfitters.

Hamilton Outfitters will use its best efforts to provide quality guiding and outfitting services to the best of its abilities. Hamilton Outfitter cannot and does not guarantee good weather or a successful kill of game, or that the hunter will kill a trophy animal and the hunter accepts these terms. Neither the weather nor the results of the hunt are guaranteed.

**All hunt prices are subject to 6% state sales tax and 3% USFS fee.

From time to time in our modern society, disputes arise, and the hunter agrees that Idaho law shall govern this contract and the legal obligations of Hamilton outfitters. Any disputes concerning this contract and the services provided by Hamilton Outfitters will be handled in Arbitration through the National Arbitration Form in the State of Idaho. If Hamilton Outfitters is found not negligent, all legal fees incurred by Hamilton Outfitters will be reimbursed to Hamilton Outfitters.

The hunter agrees that he/she will always abide by Idaho State and Federal laws and will not engage in any conduct/activity which may subject Hamilton Outfitters its employees, guides, or clients to investigation or prosecution.

****Cancellation Policy: all deposits and monies paid are non-refundable!**

****The price of the hunt does NOT include the Hunters Idaho Licenses and Tags.**

****All hunting activities are conducted by permit in the Caribou and Targhee National Forrest.**

**** Hamilton Outfitters Idaho Outfitter license # 12146**

INFORMATION ON RISKS

Hamilton Outfitters has an excellent safety record and every reasonable effort is made to safeguard you and your belongings, however in order to fairly and honestly inform you of the services we provide, you should know and appreciate that during the activities you are participating in under the arrangements of Hamilton Outfitters and its employees, agents, and associates (hereafter referred to as simply Hamilton Outfitters) certain specific risks and dangers exist which are inherent in all wilderness recreation whether for hunting, fishing, sightseeing or traveling on foot, horseback or by vehicle risks include, but are not limited to loss of or damage to personal property, injury or fatality, collision with a natural obstruction while on horseback or on foot, immersion in water and hypothermia, falling while on horseback or foot in rugged terrain, injury sustained from a horse or another animal (wild or domestic), accident or illness in remote places without medical facilities, water damage due to leaking tents, bags or other containers, exposure to temperature extremes or inclement weather, or involvement in a strenuous activity such as hiking or lifting while in a very excited state.

To reduce the risk, it is required that the participant (hunter) be in reasonably good mental and physical condition, and without any disability, impairment or abnormality that would increase the risk of injury or loss of life. Each participant must evaluate his/her condition and abilities. Hamilton Outfitters does not have the resources, ability, or opportunity to make such evaluation.

To further reduce any risk involved, the participant must obey and follow the information, instruction and rules pertaining to individual and group safety offered by Hamilton Outfitters written literature or verbal instructions pursuant to the above-named activity, by employees, agents and associates throughout the course of this activity. **** Hamilton Outfitters may adjust, alter, or change a trip activity as they deem necessary for the health, safety, or welfare of people animals, or equipment involved. **** Hamilton Outfitters highly recommends some form of trip interruption insurance for your security due to our unconditional non-refundable deposits/monies paid to Hamilton Outfitters, due to unforeseen circumstances, such as sickness, injury, weather, etc. Check with your local insurance companies: **Please check one** or the other: YES, trip insurance. NO, trip insurance. *Initials: _____ * Date: _____

Each participant is required to advise Hamilton Outfitters in writing of any special dietary needs, and specific medical information we should be aware of such as allergies, prescription medications and information on who to contact in case of an emergency.

**ACKNOWLEDGEMENT OF RISK
ASSUMPTION OR PERSONAL RESPONSIBILITY**

I understand that I am financially responsible for any medical treatment and/or any necessary emergency evacuation resulting from all forms of illness, injury or accident resulting from circumstances where Hamilton Outfitters have no control. In addition, I give my permission to Hamilton Outfitters to administer first aid and obtain additional medical treatment for me in the event of any emergency or accident. ****It is mandatory that all participants have Life Flight Insurance.**

I have read and understand and acknowledge the information in the Terms and Conditions, Information on Risk, and Risk and Assumption or Personal Responsibility and terms of participation stated above. I am in reasonably good mental and physical condition and without disability, impairment or abnormality that would increase any risk in participating in the above-named activity. I understand that other participants or Hamilton Outfitters may wish to make videos or photographic records of this trip for personal or advertising purposes and I give my permission for them to do so without recourse and without compensation to me.

The terms hereof shall be binding on my heirs, executors, and administrators and for all my family members: including minors accompanying me. **ALL PARTIES AGREE THIS IS A LEGAL AND BINDING CONTRACT**

DATE: _____ / _____ DATE: _____
BLAINE R HAMILTON PARTICAPANT /HUNTER

TAPADEERA LLC DBA HAMILTON OUTFITTERS
P.O.BOX 112 DECLO ID 83323
BLAINE HAMILTON HOME 208-654-20432 CELL 208-312-2064

PAGE 3 OF TERMS AND CONDITIONS:

PAGE 3 IS TOGETHER WITH THE TERMS AND CONDITIONS OF THE BOOKING CONTRACT WITH HAMILTON OUTFITTERS FOR A MINOR CHILD HUNTER AND OR A MINOR CHILD ACCOMPANYING A HUNTER. OR ADULT GUEST ACCOMPANYING A HUNTER OF HAMILTON OUTFITTERS. A MINOR IS CONSIDERED ANY INDIVIDUAL UNDER THE AGE OF 18 AND THE SIGNATURE OF A PARENT OR A LEGAL GUARDIAN WILL BE REQUIRED ON THIS DOCUMENT.

ALL PARTIES AGREE THIS IS A LEGAL AND BINDING CONTRACT, AND AGREE TO ADHERE TO THE TERMS AND CONDITIONS AS LISTED ON PAGES 1 AND 2 OF SAID CONTRACT,

I hereby grant my permission for my child/children listed below to participate in the above activity. In addition, I give Hamilton Outfitters my permission to administer first aid/or obtain medical treatment for my child/children in case of an emergency or accident. I understand I am financially responsible for such treatment.

Number of minor children that will be participating with me: _____

Name of Minor _____ DOB _____

Name of Minor: _____ DOB _____

Name of Minor _____ DOB _____

_____ Date: _____

*Signature of Parent or Legal guardian

Name of Adult/ Guest: _____ Relationship with hunter: _____

_____ Date: _____

*Signature of Guest

Special instructions/arrangements made if any: _____

_____ Date: _____

Blaine R. Hamilton DA for Hamilton Outfitters