

PARTICIPATION, ACKNOWLEDGEMENT, ASSUMPTION OF  
RISK, RELEASE, AND INDEMNITY AGREEMENT

This Agreement is made between Selway Inn, Inc., dba 51 Ranch Outfitters, hereinafter referred to as “Outfitter” and \_\_\_\_\_, hereinafter referred to as “Client,” collectively hereinafter referred to as the “Parties.” This Agreement shall be effective when Outfitter has received Client’s deposit and this Agreement has been signed by both Parties. The Parties in consideration of the mutual promises contained herein, now agree as follows;

**1. The Outfitter Agrees to:**

- Maintain a current license from the Idaho Outfitters and Guides Licensing Board and meet all requirements of Title 6, Chapter 12 and Title 36, Chapter 21 of the Idaho Code and the rules and regulations of the Idaho Outfitters and Guides Licensing Board.
- Be insured as required by the rules of the Idaho Outfitters and Guides Licensing Board (Idaho Admin. Code 25.01.01.069) and the U.S. Forest Service.
- Provide the client with a \_\_\_guided hunt, \_\_\_drop camp, \_\_\_ other \_\_\_\_\_ from the \_\_\_ day of \_\_\_\_\_, 2024, through the \_\_\_ day of \_\_\_\_\_ 2024.
- Arrange for transportation from the Shearer or Selway Lodge airport on the \_\_\_ day of \_\_\_\_\_, 2024, to the Outfitter’s camp and back to the Shearer or Selway Lodge airport on the \_\_\_ day of \_\_\_\_\_, 2024.
- Provide the Client with a suggested list of clothing and personal effects needed for the trip, regulations, and safety precautions and procedures in setting up and operating the camp.

**NOTE:** Outfitter does NOT provide sleeping bags, personal gear, hunting or fishing licenses, taxidermist fees, meat processing, shipping of meat, cape or antlers. Outfitter is NOT responsible for any delays, such as weather or wildland fire, which are beyond our control.

**2. The Client Agrees to:**

- Book flights to and from Shearer or Selway Lodge airport. Arrive at or before \_\_\_\_\_ and depart at or later than \_\_\_\_\_. **If Client flies directly to the Selway Lodge airstrip, specific pilots and air charter companies MUST be used. If flying to Shearer airstrip, clients may fly with any charter company they chose. Please contact Outfitter for details.**
- Pay all fees when due and furnish all required information by the dates promised.
- Purchase applicable license(s) as well as apply for any necessary validation for this trip.
- Be in good physical condition and able to participate in any activity involved. Activities may include horseback riding up to 7 hours in a day, hiking up to 12 miles in a day, and daily walking in steep and rugged terrain.
- If required, have in possession a Hunter Safety Card.
- Refrain from consuming any alcoholic beverage during the day or otherwise until all firearms associated with the hunt are unloaded and stored for the day.
- Conduct him or herself in a manner consistent with State laws and regulation, U.S. Forest Service regulations and abide by camp and other rules provided by the Outfitter. The client shall not:
  - Do any act which interferes with the running or operation of Outfitter’s activities when those activities conform to the Idaho state law;
  - Use any of Outfitter’s equipment or facilities or services if the participant does not have the ability to use such

facilities or equipment or services safely without instructions until the participant has requested and received sufficient instruction to permit safe usage;

- o Engage in any harmful conduct, or willfully or negligently engage in any type of conduct which contributes to or causes injury to any person; nor
- o Embark on any self-initiated activity without first informing the Outfitter of one's intentions and receiving permission from the Outfitter.

• We recommend bringing a Garmin InReach satellite texting device and installing the Earthmate App on your phone before arriving.

**3. Fees and Conditions:**

In consideration of the Outfitter providing the services as set forth herein above, the Client agrees to pay the Outfitter the total sum of \$ \_\_\_\_\_, as follows. Payment is preferred in check form (**with all checks payable to Selway Inn, Inc.**).

• A 50% deposit in the amount of \$ \_\_\_\_\_, which shall be paid by the Client to the Outfitter **with a signed copy of this agreement, due by May 15, 2024. The deposit is non-refundable.**

• The total balance of the remaining fees (minus the paid deposit) \_\_\_\_\_ shall be paid by July 31, 2024, in the form of a check (payable to Selway Inn, Inc.).

**Breakdown of fees:**

- Hunt fee: \_\_\_\_\_
- 6% Idaho state sales tax (on hunt fee): \_\_\_\_\_
- License fee: \_\_\_\_\_
- Tag fees: \_\_\_\_\_
- Total: \_\_\_\_\_
- 50% deposit due 5-15-24: \_\_\_\_\_
- Remaining balance due 7-31-24: \_\_\_\_\_

**4. Acknowledgement and Assumption of Risk:**

I understand and acknowledge that wilderness hunting excursions bear known risks and unanticipated risks which could result in injury, death, illness, disease, emotional distress, or damage to myself, to property or third parties. Risks include, but are not limited to, loss of or damage to real property; injury or fatality caused by encounters with wild animals, handling or riding horses and other pack animals, accidental use of firearms, slips and falls, accident or illness in remote places without medical facilities, exposure to temperature extremes or inclement weather, and transportation by air or vehicle to and from the hunting location. Outfitter has not tried to contradict or minimize my understanding of these risks. I expressly agree and promise to accept and assume all responsibility and risk for injury, death, illness, disease, or damage to myself, any minor child for whom I am responsible, or to my property arising from participation in this activity, transportation to and from the hunting camp, and other recreational activities that may be associated with this hunting excursion. I also agree to pay for any damages caused to others (including attorney's fees and costs) if they are injured or otherwise damaged due to my own negligent actions. My participation in the activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks.

**5. Release of Liability:**

I hereby voluntarily release, forever discharge and agree to hold harmless and indemnify Outfitter from any and all liability claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributable to any acts or omissions of Outfitter, including negligent acts or omissions, that do not fall within the Outfitter's duty of care under Idaho law, Chapter 12, Title 6 and the duties and responsibilities imposed by the Idaho outfitters and guides board. This Agreement is intended to be as broad and as inclusive as permitted by Idaho law, Chapter 12, Title 6. If any provision or any part

of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected and shall remain valid and fully enforceable.

**BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF I (OR ANY MINOR ON WHOSE BEHALF I AM SIGNING THIS AGREEMENT) DIE, AM HURT, OR MY PROPERTY IS DAMAGED DURING MY PARTICIPATION IN THIS ACTIVITY, I (AND MY HEIRS, PERSONAL REPRESENTATIVE, OR ASSIGNS) AM GIVING UP, TO THE EXTENT PERMITTED UNDER IDAHO LAW, THE RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST OUTFITTER, ITS AGENTS, OWNERS, OFFICERS, EMPLOYEES, VOLUNTEERS, OR ANY OTHER PERSON OR ENTITY ACTING IN ANY CAPACITY ON ITS BEHALF EVEN IF THEY OR ANY OF THEM CAUSED SUCH INJURY OR DAMAGE, INCLUDING THROUGH NEGLIGENCE OR OTHERWISE.**

Should Outfitter or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and reimburse them for such fees and costs.

I certify that I have health, accident and liability insurance to cover any bodily injury or property damage I may cause or suffer while participating in this event, or else I agree to bear the costs of such injury or damage myself.

**6. Indemnity**

I hereby agree to indemnify and save and hold harmless the Outfitter from any loss, liability, damage, or cost they may incur arising out of or related to my use or use by any minor child for whom I am responsible, of any hunting, camping, or related equipment provided to me (or to any minor child for whom I am responsible), or arising out of or related to my (or any minor child's for whom I am responsible) participation in any hunting, camping, or related recreational activity.

**7. Governing Law and Venue**

The validity, interpretation, construction and performance of this Agreement shall be governed by Idaho state law. The proper venue for any legal action that may arise under this Agreement shall be the Second Judicial District of the State of Idaho, in and for the County of Idaho, or in the Federal District Court of Idaho. The parties expressly waive the right to bring any legal action or claims in any other courts. The parties consent to venue of such action in Ada County, Idaho, or the Federal District Court for the District of Idaho.

**8. Entire Agreement and Modification:**

This Agreement constitutes the entire agreement between the Parties hereto, and shall supersede all previous proposals, oral or written negotiations, representations, commitments, and all of the communications between the Parties. Any modifications must be in writing and executed by both Parties.

IN WITNESS WHEREOF, my signature below indicates that I have had sufficient opportunity to read this entire document, that I have read it, and that I understand it affects my legal rights; I agree to be bound by its terms.

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Signature of Participant

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Date

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Address

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Email

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Emergency Contact

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Signature of Parent or Guardian (If Participant is Under 18)

Date

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Outfitter

Date

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