

BEARPAW OUTFITTERS TERMS AND CONDITIONS

Revised 12-25-2021

Bearpaw Outfitters are herein referred to as BPO.

- 1. TO BOOK A TRIP:** A 50% Deposit is normally required, call if other arrangements are needed. Send a "[Hunt Application](#)" with a check or your credit card info for your deposit.
- 2. CONFIRMATION:** BPO will review your requested trip details and notify you if any corrections are needed. A "Statement & Contract" will be supplied before your hunt begins.
- 3. CONTRACT:** The "Bearpaw Outfitters Terms and Conditions" and the most recent "Statement & Contract" you receive shall together be the entire contract and agreement with BPO.
- 4. PAYMENTS:** Trips should be paid in full 30 days prior to your scheduled arrival or contact BPO for other arrangements. Cash, Cashier Checks, Credit Cards, Money Orders, Travelers Checks, or PayPal are accepted. Personal checks are only accepted 30 days or more before your arrival. A 3% processing fee is charged for Credit Card and PayPal transactions.
- 5. REFUND & CANCELLATION POLICY:** If you apply for a license but do not draw a license or if Bearpaw Outfitters must cancel your trip due to unforeseen circumstances, the trip will be rescheduled or the unused portion of your hunt deposit refunded minus any license fees or other expenses associated with your trip. **Deposits and payments are non-refundable for any other reason.** If you cancel your trip 90 days or more before your scheduled arrival, you can re-schedule your trip. Be aware that if you reschedule to a later year that the hunt fee may increase, fees are increased periodically due to inflation and increased expenses. Cancellations made with less than 90 days before the scheduled arrival forfeit all deposits and payments. Trips ended by a guest before completion are considered cancellations, all deposits, payments and further services are forfeited. It is further understood and agreed that Bearpaw Outfitters will not be responsible under any circumstances for any license fees, lease fees, travel, or other expenses associated with any trip.
- 6. DISEASES & VIRUSES:** Keep yourself in good health before your trip, guests or staff who display signs of a highly contagious disease or virus upon arrival or during your trip may be asked to leave camp for their own safety and for the safety of others.
- 7. CHECK-IN BEFORE LEAVING HOME:** Please call BPO **before you begin traveling to the meeting location** to verify everything is in order for your trip. BPO will advise you of any new or unforeseen circumstances that may have arisen and suggest any last-minute revisions for your trip.
- 8. DRIVING & AIRPORT INFO:** Driving directions are available from BPO by phone or email. Southern Idaho and Utah guests fly into Salt Lake City. Washington and North Idaho guests fly into Spokane, Washington. Most Montana guests fly to Billings, Montana. Most hunt areas are within 2 to 4 hours drive from these airports. Remember to reserve a [Rental Car](#).
- 9. WHAT BPO PROVIDE:** All Trips include accommodations and services as noted herein or as specified on your "Statement & Contract". Trips generally begin at 6:00 P.M. on arrival day and end as noted on your "Statement & Contract", after arrival you may be asked to sign a check-in sheet. **Guided Trips:** Include the hunter/guide ratio as specified, game care, and game retrieval. **Semi-Guided Trips:** Include a map and directions from the guide in camp on where to hunt and the guide will assist you with game care and game retrieval. **Unguided Trips:** Include a map and advice where to hunt, unguided hunters do their own game care and game retrieval. **Please Note:** When unforeseen circumstances, extreme weather, or mishaps prevent BPO from providing a camp as planned, or if a camp must be abandoned, BPO will substitute a different camp or indoor lodging so your trip can continue.
 - a. INDOOR ACCOMMODATIONS:** Includes indoor sleeping and bathroom facilities, and three meals daily ([see sample menu](#)). Depending on location, various sized groups of guests can be accommodated. Different facilities are available in northern Idaho, southern Idaho, Montana, Utah, and Washington, ask Dale for specifics about the facilities available for your trip.
 - b. GUIDED TENT CAMP:** Includes sleeping tents, cots, tent heater, lanterns, kitchen tent, cooking and eating items, prepared meals ([see sample menu](#)), water, and a portable toilet. This is a tent camp that you can drive to and is suitable for groups of 4 to 8 hunters in camp. **Please Note:** BPO may finish setting and stocking the camp on the arrival day.
 - c. 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 or ATV. Includes a map, hunting advice, tent, sleeping cots, tent heater, lanterns, cooking and eating items, dishtowels, dishpans, table, chairs, 30 gallons wash water, portable toilet, extra fuel, and a firewood hand saw. Meals are not provided in Drop Camps, you bring your own food and do your own cooking. **Please Note:** BPO may finish setting camp when you are taken to the location.
 - d. HORSEBACK DROP CAMP:** A no-frills horseback-in drop camp for your group of 2 to 6 physically fit hunters; you will be packed-in; left at camp to hunt on your own; and on a pre-arranged date you, your gear, and your game are packed out. Camps are usually 2 to 4 miles from the trailhead; far enough to get you away from many hunters, but close enough a person can walk to their auto and go to town if needed. Food and gear should weigh no more than 80 pounds per person, two persons gear is packed on one pack horse. Additional horses can be pre-arranged for \$300 per horse or \$600 per additional trip with the same horses. Insurance requirements do not allow horses to be left with you. Bring lightweight gear, food, and drinks in unbreakable containers suitable for horse packing. BPO will not pack anything considered oversized or unpractical, ask Dale in advance if you have questions. Trip includes a map, hunting advice, tent, sleeping cots, tent heater, lanterns, cooking and eating items, dishtowels, dishpans, table, chairs, 20 gallons wash water, portable toilet, extra fuel, and firewood hand saw. [Satellite Phones](#) are recommended but Verizon cell phones can usually call or text from the top ridges or near camp. **Please Note:** BPO may set your camp when you are packed in.
 - e. SPIKE CAMP:** A very minimal overnight camp, used on some hunts when a more complete camp is unpractical or when other lodging options are not available. Includes a small tent or tarp for cover, very minimal camping gear, and on guided trips the most easily prepared food. **Please Note:** The guide usually sets up the spike camp when you get to the location.
 - e. MOTEL or TOWN HUNT:** Some trips are conducted as "Town Hunts", on these trips the guests provide their own lodging (motel) and meals at their own expense. A guide will pick you up each day. **Please Note:** Guests who choose to stay at a motel and eat in restaurants rather than using other services provided by BPO must do so at their own expense.
- 10. 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 indoor lodging, a heavier warmer 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:** must also have their own hunting transportation and be self-reliant, but a guide will help you recover and care for your game. **Unguided Guests:** must also provide their own hunting transportation, meat back pack, be self-reliant; and must recover and care for their own game. **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 meals and lodging at a motel or bring their own rv or camper. **DIY Maps:** include at least four recommended hunting areas, no services are included, take all your own gear.
- 11. CHECK-IN:** After your arrival, BPO will familiarize you with the facilities that are provided. You may be asked to sign a [Camp Check-In](#) indicating that the lodging is acceptable to you. If the camp or lodging is not acceptable, you must note all 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 of approval. 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, for you to choose and BPO will refund to you; the cost up to \$80 per scheduled hunt day/night for guided and semi-guided hunters, or \$50 per scheduled hunt day/night for unguided hunters, for up to 5 days/nights. BPO will pick up and return guided hunters to the motel each day. Semi-guided and unguided hunters must provide their own transportation.
- 12. ASSIGNMENT OF GUIDE AND/OR CAMP:** If you make a request to be assigned a particular guide or to have your trip scheduled in a particular camp, BPO will make every effort to accommodate your request, **but BPO cannot make any warranty or guarantee for any specific guide or camp** due to unforeseen circumstances that can arise and affect the availability of certain guides and/or camps for a hunt. Several BPO guides have guided for many years but guides who become unavailable for any reason must be replaced with new guides. All new guides are trained in first aid, trophy judging, caping, game care, and will have spent the required amount of time learning the licensed hunting area to be a licensed guide.
- 13. 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 muddy and slick or snowed in that travel can become unsafe or too damaging to the roadways or equipment. If weather causes these conditions BPO may be forced to pause your hunt until conditions improve. This action is for your own safety or to protect roads and equipment from damage. As soon as the weather improves the roadways usually improve quickly to allow travel. As soon as possible BPO will have your hunt underway. **No extra days will be given or refunds made** due to this lost opportunity, inconveniences, or losses to you or your property, as a result of weather, muddy or snowed in roads, or any other acts of nature.
- 14. ABANDON CAMP:** On the rare occasion that weather becomes 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 provide alternate accommodations at a different location. If you are in a drop camp, you may have to make this decision for yourself.
- 15. 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 comfortably fit into the guide's auto. Semi-guided and unguided hunters must provide all their own transportation. Ask in advance about what type of transportation works best in your hunt area. **Please Note:** When social distancing is required by law, guests must bring their own transportation that allows them to follow the guide.
- 16. HORSEBACK HUNTS:** Horseback hunts are only offered for guided southern Idaho hunts for an \$1000 additional fee. Horses should be arranged well in advance of the hunt.
- 17. CUSTOMER SERVICE POLICIES:** Your satisfaction is of the utmost importance to Bearpaw Outfitters. Our policies are designed to insure your satisfaction and that any problem which may arise during your trip gets the quickest resolution possible. To accomplish this 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 & ACCOMMODATIONS:** 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 consult the Manager as soon as possible or call Dale and Tara for a resolution.
 - 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. CAMP LOG: A log is kept during many hunts, each evening the manager, cook, guides, and clients should fill out the [Camp Log](#) and document: Game statistics for the day; verify hunting plans for the next day; get a sandwich count for the cook; document any problem that anyone has encountered that needs a resolution and document the resolution of the problem with client signature of approval so their hunt can continue. If you have any problem that you do not want to discuss in front of others, please talk to the Manager in private and document the problem and the resolution with your signature of approval in the [Camp 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. **Important Notice:** If you choose to continue your trip you are indicating that any problems you have encountered have been resolved to your satisfaction.

e. MAKING SURE YOU UNDERSTAND HOW IT WORKS: If you have ANY PROBLEM during your hunt, with the camp, or with the guide or cook, you agree to 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 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 land line regarding any unresolved problem. You further agree that if you choose to continue your hunt, you are indicating that the problem(s) have been resolved to your satisfaction and you will not receive any refund. Remember, it's your responsibility to notify BPO when a problem occurs so that it can be resolved. By choosing to continue your hunt you are acknowledging the problem has been resolved to your satisfaction. Do not wait until the end of the hunt to claim something was wrong. Problems cannot be resolved after your hunt is over and there will be no refund!

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 a member 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 when needed.

18. 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 "Statement & Contract". It is understood and agreed that all other expenses, licenses, tags, lease fees, costs, or taxes are not the responsibility of BPO under any circumstances.

19. LAW APPLICABLE: These Terms and Conditions shall be construed and enforced according to the laws of the State in which your trip occurred, 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.

20. 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 occurred (or such state agency as shall have subject matter jurisdiction) and in the United States District Court for the District in which your trip occurred. Any objection to the assertion of personal jurisdiction of plaintiff or defendant by such court is waived.

21. 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 <http://bearpawoutfitters.com> and "Terms & Conditions" at <http://bearpawoutfitters.com/pdf/terms.pdf>.

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

23. STATE SALES TAX: BPO is required to collect sales tax as follows: Idaho 6%, Utah 7%, Washington 7.6% on all trips in these states. There is no sales tax on Montana hunts.

24. LAND OWNERSHIP: In Idaho BPO operate by permit on Caribou-Targhee National Forest, Coeur D' Alene National Forest, BLM Lands, Idaho State Lands, and on some private land. In Washington on private lands, state lands, and on Colville National Forest. Utah on mostly private lands and by permit on BLM lands. Montana hunts are on private lands.

25. PRIMARY LAND USES: Cattle or sheep ranching and/or logging are the primary land uses of most 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.

26. NON-HUNTING COMPANIONS: Are welcome on most trips for an additional fee per trip per person. Make arrangements in advance for all non-hunters coming with you.

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

28. SMOKING: Smoking leaves odors on clothing that alerts game more than most people realize, keep smoking to a minimum, do not smoke indoors, in tents, in autos, or while hunting.

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

30. PHYSICAL CONDITION: Outdoor recreation requires physical exertion, consult your doctor about your trip, prepare as advised, follow your doctor's recommendations during the trip, and 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, you agree BPO is not responsible.

31. PERSONAL SAFETY: You are advised to have [Trip Insurance](#) for your trip. It is recommended you wear helmets when riding equipment or horses. It is also recommended 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.

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

33. BOWS & ARROWS: 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.

34. RIFLES: Bring 243 caliber or larger for deer. Bring .257 caliber or larger for Elk, Bear, Moose, Sheep, or Bison. Sight dead on at 200 yards. A.223 or larger is suitable for cougar.

35. LICENSES & HUNTER ED: Licenses are available over-the counter or with outfitter or landowner permits for most trips. Moose and some hunts are limited-entry draws. All license fees are subject to change at any time. Hunters must be age 10 or older to hunt in most states except in WA. Hunters born after a specific date will need proof of Hunter Education.

36. HUNTER ORANGE & HUNTING LAWS: Hunter orange is required in Montana, Utah, and Washington. BPO recommend 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.

37. 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.

38. 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.

39. BUTCHERING & TAXIDERM: Meat cutting and wrapping, and taxidermist services are available in most areas and BPO can recommend these 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.

40. 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 the meat cutters can provide 1 to 3 day service.

41. PHOTOS & VIDEOS: BPO reserve all rights of use of all still and motion pictures and sound track recordings of all participants and 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.

42. OPPORTUNITY AND SUCCESS ON HUNTS: BPO would prefer 100% success on all hunts, but due to the unpredictability of nature, weather, and circumstances out of their control, **BPO does not guarantee any success or opportunity rate, or any quantity or quality of animals that may be seen or taken on any wild hunt unless specified by BPO on the "Statement & Contract"**. All other success or opportunity rates suggested are only estimates of past or future success or opportunity. No other guarantees or warranties are made, expressed, or implied, regarding game numbers, success rates, or opportunity rates except as specified on the "Statement & Contract" by BPO.

43. 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 can be found and reviewed online or with your choice of insurance agent.

44. 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.

45. 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 3% to 8% for the cook depending on your satisfaction with their efforts. Whatever amount you choose for a tip will be greatly appreciated.

46. 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 easy to look back and see which trips were better and which were not as good, but no matter which week you are a guest, BPO's goal is to provide you with quality services. **Please take a moment after your hunt to offer us any positive comments about your trip or constructive criticism that could help us improve our services. Send your comments to: dale@bearpawoutfitters.com**

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

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