



Fall Hunting Service Agreement and Waiver

- ❖ Please complete and return with your **\$600** deposit. Your trip balance is **due August 1st**. We accept checks, cash, ACH payments via invoicing and credit cards. Credit cards can be taken over the phone and will be charged a 3.5% convenience fee.
- ❖ **Refund/Cancellation Policy:** Deposits are non-refundable, and the balance is due by August 1st. The balance is non-refundable after this date. We only give complete refunds in the event that you do not successfully draw a tag. In this case, you will receive a full refund minus any credit card processing fees. In order to receive a full refund, we will need a copy of your FWP rejection letter. Other than a non-successful draw, we do not give refunds for any reason. This includes but is not limited to: route changes due to wildfires, smoke, floods, trail conditions, a non-harvest hunt, or unprecedented weather events. Because of this, we **STRONGLY** recommend purchasing trip insurance. When looking for insurance, make sure to ask about the company's backcountry evacuation coverage. Contact us if you have questions.
- ❖ State of Montana Outfitting License: Dropstone Outfitting/Margaret Carr #37133

Mail Reservation Form to: Dropstone Outfitting, P.O. Box 1515, Choteau, MT, 59422
or scan and email to: info@dropstoneoutfitting.com

Name: _____
(Please Print)

Address: _____
(Street or Box Number) (City, State, Zip)

E-mail address: _____

Phone number: _____

Age: _____ Height: _____ Weight: _____ Resting pulse rate: _____



Montana ALS#: _____ Conservation and hunting license must be with you at all times during trip. If hunting archery, you must have a Bow and Arrow license as well. Call if you have questions.

Hunt Dates: _____

Weapon: Archery _____ Rifle _____ Please describe: _____ (caliber etc. . .)

Hunt Type: Drop camp _____ Unguided with camp tender/cook HIKE in _____ Un-guided with camp tender/cook RIDE in _____ Guided (HIKE in) _____ Guided (RIDE in) _____

Additional details: _____

Please **mark** any of the following conditions that may apply to you: ***If you mark any of these conditions, please use the back of this form to explain, including date of last episode.***

Heart related medical conditions

Asthma or Allergies

Diabetes

COPD

Neuropathy

Major Operations or Surgeries

Any foot or leg issues

Other: _____

Is there anything that we should know about that may affect your ability to participate in this trip? Please include general health, allergies, physical concerns, or anything else we should know about. Explain on the back of this form if you need more space.

Do you carry an epi-pen? Or any other medication that would be necessary in an emergency? If yes, please explain on the back of this form and tell us **where you plan to keep it during the trip**

Please list any current medications and what they are for.

Do you have any **dietary needs** we should be aware of? (vegan, vegetarian, gluten, or lactose intolerant.)

Recent hunting experience:

What are your goals for this hunt?



Contact in case of an emergency:

(Name)

(Phone numbers)

(Relationship)

Service Agreement, Waiver and Covid-19 Addendum

1. SERVICE AGREEMENT

Dropstone Provides:

**For all services, clients must arrive the day before so we can weigh and pack gear. Airport pickup/drop off available. More details to follow upon booking.

- Drop Camp: Packing services (including game hauling) to and from client-determined campsite. IGBC approved bear resistant containers for food storage will be provided. Other gear rental may be available. Number of pack animals and the amount of gear hauled will be determined at the time of booking.
- Unguided base camp hunt with camp tender/cook (hike in): All food, cooking, firewood, and camp facilities maintenance. A wall tent with cot and stove for sleeping and a cook tent where meals will be served. Gear/game haul to and from trailhead.
- Unguided base camp hunt with camp tender/cook (ride in): Horse or mule plus appropriate tack to ride in and out of base camp location. A riding animal will not be provided during the hunt. All food, cooking, firewood, and camp facilities maintenance. A wall tent with cot and stove for sleeping and a cook tent where meals will be served. Gear/game haul to and from trailhead. To participate in riding a Dropstone animal, clients must be under 250 pounds for the safety of the client and the stock.
- Guided base camp hunt: Transportation to trailhead, a hunting guide with a 2:1 guide/client ratio, a riding animal (horse or mule) if that option is chosen and appropriate tack for the duration of the hunt. All food, cooking, firewood, and camp facilities maintenance. A wall tent with cot and stove for sleeping and a cook tent where meals will be served. Gear haul/game haul to and from trailhead. Dropstone will also deliver game to local meat processor if needed. To participate in riding a Dropstone animal, clients must be under 250 pounds for the safety of the client and the stock.

Hunter Provides:

- Drop Camp: Hunter provides all necessary equipment for being self sufficient in the mountains for the duration of their hunt including all tents, bedding, cooking equipment, food, bear spray, appropriate hunting licenses and tags, rifle or bow, ammunition, travel expenses and arrangements to and from trailhead, taxidermy and meat processing fees. It is also required that the hunting party have some means of communication in the event of an emer-



gency. This may include a SAT phone, a Garmin Inreach, or a SPOT tracker. We can give you suggestions on which would be the best for you. Available for rental.

■ Unguided base camp hunt with camp tender/cook (hike or ride in): Hunter provides all personal equipment (see Hunting Gear List), appropriate hunting licenses and tags, rifle or bow, ammunition, travel expenses and arrangements to and from trailhead, taxidermy and meat processing fees. A GPS is also strongly recommended.

■ Guided Base Camp Hunt: Hunter provides all personal equipment (see Hunting Gear List), appropriate hunting licenses and tags, rifle or bow, ammunition, travel expenses and arrangements to and from Choteau, taxidermy and meat processing fees. A GPS is also strongly recommended.

License information:

A Montana hunting license and tags must be obtained from Montana Fish, Wildlife and Parks -- Information is available at www.fwp.mt.gov. You will be in hunting district 441, hunting on National Forest lands only. The cost of the hunting license and tags are not included in the price of the hunt. License applications become available on-line at beginning of March and are due by April 1st. In-state hunting licenses can be purchased anytime after February as long as the tag is not part of a special draw. We will provide assistance in the licensing process. If you are bow hunting, make sure you also purchase a Bow and Arrow license along with the appropriate tags.

Dropstone Hunting Ethics and Conduct:

Hunting with Dropstone -- either on a drop camp, unguided base camp hunt, or guided hunt -- requires that the participant understand the privilege of hunting big game in the wild. Dropstone provides Fair Chase hunting. Fair chase, as defined by the Boone and Crockett Club, is the ethical, sportsmanlike, and lawful pursuit and taking of any free-ranging wild, big game animal in a manner that does not give the hunter an improper or unfair advantage over the game animals.

The Fair Chase hunter:

(as described at https://www.boone-crockett.org/huntingEthics/ethics_fairchase.asp)

1. Knows and obeys the law, and insists others do as well
2. Understands that it is not only about just what is legal, but also what is honorable and ethical
3. Defines "unfair advantage" as when the game does not have reasonable chance of escape
4. Cares about and respects all wildlife and the ecosystems that support them, which includes making full use of game animals taken
5. Measures success not in the quantity of game taken, but by the quality of the chase
6. Embraces the "no guarantees" nature of hunting
7. Uses technology in a way that does not diminish the importance of developing skills as a hunter or reduces hunting to just shooting
8. Knows his or her limitations, and stretches the stalk not the shot



9. Takes pride in the decisions he or she makes in the field and takes full responsibility for his or her actions

The participant should prepare him/herself to safely and effectively handle their firearm or bow to make a clean, terminal shot when pursuing big game. Dropstone understands that occasionally an animal is wounded. If an animal is wounded, every effort will be made to recover the wounded animal. In the event that an animal is not recovered, that animal is considered the participants, and the individual will not be allowed to shoot another animal of that same species during that hunt unless they have multiple tags.

Gun Safety:

1. If hunting with a guide, do not have a bullet in the chamber until directed to.
2. Do not have a bullet in the chamber while riding on a horse.
3. Weapons are not allowed in the cook tent and should never be pointed in the directions of another human or livestock.
4. Do not use riflescope as a method of spotting game.
5. Do not shoot until you are 100% sure of target species lawfulness in hunting district 441. Make sure you have an unobstructed shot. If uncertain, don't shoot.

Terms/Conditions

Dropstone Outfitting and its clients will obey all Montana and Federal hunting laws and regulations. Participants understand there is no guarantee of the taking of game. Dropstone will do their best to provide a safe and enjoyable hunt and expects the hunter to use care with equipment and stock. Dropstone Outfitting reserves the right to make modifications to the hunt if needed to ensure the safety of the group. The hunter must respect Dropstone Outfitting's judgment concerning safety at all times and Dropstone Outfitting reserves the right to stop the hunt at any time if natural occurrences or the hunter is a danger to other members of the hunting party or himself/herself. It is the responsibility of the hunter to be physically and mentally prepared for a wilderness hunt in a remote setting.

- By signing this, you are acknowledging that you read and understand Dropstone's hunting service agreement and will abide by the terms set forth in this agreement.
- You are also acknowledging that you understand our refund/cancellation policy.

Signature: _____ Date: _____

2. WAIVER, RELEASE, and ASSUMPTION OF RISKS

PLEASE READ CAREFULLY!

**MONTANA LAW SPECIFICALLY LIMITS LIABILITY TO OUTFITTERS FOR
HUNTING TRIPS AND OTHER RECREATIONAL ACTIVITY**

www.dropstoneoutfitting.com • (406) 289-0863 • info@dropstoneoutfitting.com •



I have been fully advised that under Montana law, when I participate in a recreational activity such as this hunting trip with Dropstone Outfitting, I assume the inherent risks of everything associated with such a trip. I also agree that I, and not Dropstone Outfitting, am legally responsible for all injury, death, or property damage that I may sustain during this trip with Dropstone Outfitting resulting from the inherent risk associated with hunting and backcountry trips. By agreeing to participate in this hunting and backcountry trip and signing below, I acknowledge that I understand this law, have had the opportunity to discuss it with an attorney, and am fully consenting to this Montana law. The exact law I am consenting to, and to which I agree, states:

Montana Code Section 27-1-753. Limitation on liability in sport or recreational opportunity.

(1) A person who participates in any sport or recreational opportunity assumes the inherent risks in that sport or recreational opportunity, whether those risks are known or unknown, and is legally responsible for all injury or death to the person and for all damage to the person's property that result from the inherent risks in that sport or recreational opportunity.

(2) A provider is not required to eliminate, alter, or control the inherent risks within the particular sport or recreational opportunity that is provided.

(3) (a) Sections 27-1-751 through 27-1-754 do not preclude an action based on the negligence of the provider if the injury, death, or damage is not the result of an inherent risk of the sport or recreational opportunity.

(b) This section does not prohibit a written waiver or release entered into prior to engaging in a sport or recreational opportunity for damages or injuries resulting from conduct that constitutes ordinary negligence or for risks that are inherent in the sport or recreational opportunity.

(c) Any waiver or release for a sport or recreational opportunity must: (i) state known inherent risks of the sport or recreational opportunity; and (ii) contain the following statement in bold typeface: By signing this document you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.

(d) Any waiver or release for a sport or recreational opportunity may still be challenged on any legal grounds.

(e) Any waiver or release for a sport or recreational opportunity executed in compliance with this section is not prohibited by or subject to the provisions of 28-2-702.

(4) Sections 27-1-751 through 27-1-754 do not apply to a cause of action based on the design, manufacture, provision, or maintenance of sports or recreational equipment or products or safety equipment used incidental to or required by the sport or recreational activity.

Additionally, in consideration of being allowed to participate in the activities of Dropstone Outfitting, I also agree to the following Waiver & Release:

1. I acknowledge and understand that no warranty, either express or implied, is made by Dropstone Outfitting, LLC, in connection with this trip.
2. I acknowledge all hunts are physically demanding due to the rugged and often steep mountainous terrain or open country. I understand that wild and native animals rarely live in easy to access areas; I understand that a typical day hunting involves hiking or riding early in the day to the hunting area and not returning to camp until the sun goes down. I acknowledge that even when not riding, hiking will not mean walking on flat ground, but will often be on rocky and/or steep inclines. I know and understand that having a successful and safe hunt depends upon my own physical abilities and conditioning. I understand and acknowledge that over-exertion, illness or being sore from hiking/riding are risks associated with this activity. Depending on the terrain/topography and the type of animal, shots may be at close or long range and I acknowledge that the most successful hunters are the ones that are practiced and can adapt to the shot that is presented. I acknowledge that hunting also has inherent risks which include, but are not limited to, being killed or hurt or killing or harming another participant by using firearms or bows or hunting gear such as knives, ammunition, bows and arrows, etc. I may encounter the actual animals being hunted or other forms of wildlife and may be attacked or harmed.
3. I acknowledge that hunting trips like the one I am participating in involve inherent risks, hazards, and dangers that cannot be eliminated, particularly in a wilderness environment. My involvement with this trip exposes both me and my property to dangerous conditions, risks and hazards, including - but not limited to – changing weather conditions, falls, dangerous animals including grizzly bears and mountain lions, poisonous snakes, insects and spiders; falling trees, poisonous plants or other hazardous plant conditions; erosion, rocks, slippery conditions, holes in the ground, obstructed pathways, and other general conditions of the land, creating rough, hazardous and dangerous walking conditions; deep or rushing water. I hereby state that I am aware of these facts and assume all such dangers, risks and hazards no matter the circumstances.
4. I hereby release and agree to protect, indemnify and hold harmless Dropstone Outfitting, LLC, and their respective heirs, agents, employees and assignees, from and against any and all claims, demands, causes of action and damages, including attorneys' fees and costs, resulting from any injury, damage, accident, incident or occurrence incidental to or in any way resulting from the hunting trip with Dropstone Outfitting, LLC.

By signing this document I understand that I may be waiving my legal right to a jury trial to hold Dropstone Outfitting, LLC legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages I may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.

Signature: _____

Date: _____



3. CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT FOR CORONAVIRUS

I expressly acknowledge that naturally occurring disease processes (including but not limited to the currently widespread Coronavirus) occur in all environments in which this activity will take place. I acknowledge that, while Dropstone Outfitting has taken reasonable measures to avoid contact, transmittal or contamination of the viruses between people (including guests/participants, employees and other third parties), it is ultimately my responsibility to safeguard myself and others. I understand and agree that, if I choose to participate in this activity, that Dropstone Outfitting cannot and will not have any legal liabilities towards me if I contract any virus.

I have read and understood the above language about Covid-19, and I agree to be bound by its terms.

Participant Printed Name: _____

Signature: _____ Date: _____

FOR PARTICIPANTS UNDER THE AGE OF 18:

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as to all matters provided above, including the service agreement, waiver, and Covid-19 addendum.

Parent/Guardian Printed Name: _____

Parent/Guardian Signature: _____ Date: _____

