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FS-2700-3c (V.07/2012)  
OMB No. 0596-0082

<b>USDA, Forest Service</b> <b>SPECIAL-USE APPLICATION &amp; PERMIT FOR RECREATION EVENTS</b> (Ref.: 36 CFR 251) Authority: Federal Lands Recreation Enhancement Act 16 U.S.C. 6802(h)	<b>FOREST SERVICE USE TYPE: <u>181</u></b>  DATE RECEIVED      ISSUE DATE      EXPIRATION DATE ___ / ___ / ___      ___ / ___ / ___      ___ / ___ / ___ REGION/FOREST/DISTRICT      AUTH. ID.      STATE / COUNTY <b>01      10      30 MT / 029 Flathead</b>
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**PART I - APPLICATION**

**1. APPLICANT INFORMATION:**

Name of Group: Foys to Blacktail Trails, Inc.  
Name of Contact: Brian Miller      Phone: (b) (6)  
Address: PO Box 81      E-mail Address: brian@runflathead.com  
City, State Zip: Kalispell, MT 59901      Corporate Tax ID or SSN: D131428

**2. DESCRIPTION OF PROPOSED ACTIVITY:**

**Foys to Blacktail Trail Marathon**

**3. LOCATION AND DESCRIPTION OF NATIONAL FOREST SYSTEM LANDS AND FACILITIES APPLICANT WOULD LIKE TO USE (INCLUDE MAP):**

**Holding a 1-day foot race on September 20, 2020, for up to a maximum of 100 participants. The trail course is approximately 13 miles on USFS lands, starting at the Lakeside to Blacktail Trailhead on NFS Trail 104 to NFS Trail 185; then south on NFS Trail 185 to the trails, ski runs, and roads within the Blacktail Mountain Ski Area permit boundary; then back on NFS Trail 185 north to the Forest boundary.**

**Prior to the race, organizers shall monitor the course and report any animal carcasses found.**

**Temporary signs and flagging are authorized on roads and trails to the event.**

**Two aid stations will be set up on National Forest System lands only on the day of the race to provide food, water, and first aid to participants. One tent and chairs may be placed at each aid station.**

**On the day of the race, a porta-potty will be placed at the junction of NFS Trail 185 and NFS Road 2991 commonly known as Emmons Saddle.**

**Race participants shall be informed on best ways to avoid wildlife encounters and on proper actions to take if they should encounter wildlife. Recommended topics include: Know the Risk, Pay Attention, and Make Noise.**

**The course of the race will be swept at the end of the race to remove any litter and to survey for any damage.**

**Please see map contained in the permit issued for the 2019 race. Nothing has changed from that year's course.**

**4. ESTIMATED NUMBER OF PARTICIPANTS AND SPECTATORS FOR PROPOSED ACTIVITY:**

Participants: 60      Spectators: 20

**5. STARTING AND ENDING DATE AND TIME OF PROPOSED ACTIVITY:**

Set Up: 09/19/2020      Start: 09/20/2020      Time: 08:00      End: 09/20/2020      Time: 16:00      Clean Up: 09/20/2020

**6. ESTIMATED REVENUE COLLECTED FOR EVENT:**

Amount: (b) (4)      Type of Fee: Race entrance fee

(Include event charges, vendor fees, discounts, sponsorship related fees, gratuities.)

**7. NAME OF PERSON(S) WHO WILL SIGN A SPECIAL-USE AUTHORIZATION ON BEHALF OF THE EVENT:**

Brian Miller

**I hereby acknowledge that this is an application only, and that the use and occupancy of National Forest System lands is not authorized until an authorization is signed and issued by an authorized officer.**

Print Name:

Signature:

Date:

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18 U.S.C. § 1001 makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction. Anyone who knowingly or willfully makes or uses any false writing shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

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**PART II – PERMIT**

**HOLDER MUST HAVE THIS PERMIT (OR A LEGIBLE COPY) IN POSSESSION DURING THE AUTHORIZED ACTIVITY**

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1. Use under this permit shall begin on \_\_\_ / \_\_\_ / \_\_\_ and end on \_\_\_ / \_\_\_ / \_\_\_. The permit shall not be extended.
2. The estimated fee for this use is \$ \_\_\_\_\_ (the greater of \$ \_\_\_\_\_ (the Region 1 minimum fee), or \_\_\_\_\_ % of the holder's adjusted gross receipts (using the formula described below)) attributed. It shall be paid in advance and is not refundable. Within 30 days of conclusion of the event the holder shall submit final records of gross revenue collected for reconciliation for any additional fees due the United States.  
(Estimated Revenue: \$ \_\_\_\_\_ - Prizes: \$ \_\_\_\_\_ = \$ \_\_\_\_\_ x 5% = \$ \_\_\_\_\_ for one-time events) or  
(Estimated Revenue: \$ \_\_\_\_\_ - Prizes: \$ \_\_\_\_\_ = \$ \_\_\_\_\_ x 3% = \$ \_\_\_\_\_ for multiple events)
3. \_\_\_\_\_ of \_\_\_\_\_ (the holder) is hereby authorized to use, subject to the terms of this permit, National Forest System lands described as. This authorization covers \_\_\_\_\_ section \_\_\_\_\_, T. N., R. W., Principal Meridian Montana, on the \_\_\_\_\_ Ranger District of the Flathead National Forest, in \_\_\_\_\_ County, Montana. This authorization covers approximately \_\_\_\_\_ acres or \_\_\_\_\_ miles.
4. The holder is authorized to conduct the following activities and install the following improvements in the permitted area:  
\_\_\_\_\_
5. The holder shall conduct the authorized activities according to the attached approved plans and specifications, exhibit(s) \_\_\_\_\_. The holder shall not install any improvements not specifically identified and approved above or in exhibits.
6. No soil, trees, or other vegetation may be destroyed or removed from National Forest System lands without specific prior written permission from the authorized officer.
7. The holder shall comply with all federal, state, county, and municipal laws, ordinances, and regulations, which are applicable to the area or operations covered by this permit.
8. The holder shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer. The holder shall fully repair and bear the expense for all damages, other than ordinary wear and tear, to National Forest System lands, roads and trails caused by the holder's activities.
9. The holder has the responsibility of inspecting the use area and adjoining areas for dangerous trees, hanging limbs, and other evidence of hazardous conditions, which would pose a risk of injury to individuals. After securing permission from the authorized officer, the holder shall remove such hazards.
10. The holder shall be liable for any damage suffered by the United States resulting from or related to use of this permit, including damages to National Forest resources and costs of fire suppression.
11. The holder shall hold harmless the United States from any liability from damage to life or property arising from the holder's occupancy or use of National Forest System lands under this permit.
12. The holder agrees to permit the free and unrestricted access to and upon the premises at all times for all lawful and proper purposes not inconsistent with the intent of the authorization or with the reasonable exercise and enjoyment by the holder of the privileges thereof.
13. This permit is subject to all valid existing rights and claims outstanding in third parties.
14. This permit may be revoked or suspended upon breach of any of the conditions herein or at the discretion of the authorized officer. Upon expiration or revocation of this authorization, the holder shall immediately remove all improvements except those owned by the United States, and shall restore the site within \_\_\_\_\_ days, unless otherwise agreed upon in writing. If the holder fails to remove the improvements, they shall become property of the United States, but that will not relieve the holder of liability for the cost of their removal and restoration of the site.
15. This permit is a license for the use of federally-owned land. It does not grant any interest in real property. This permit is not transferable. Upon approval of the authorized officer, the holder may enter into agreements with third parties to exercise the rights and privileges granted by this authorization.
16. The holder is required to comply with standards for adequacy and type of services set out in the attached operating plan.
17. Gambling or gambling machines or devices will not be permitted on National Forest System lands regardless of whether or not they are lawful under State law or county ordinances.

18. The holder, in advertisements, signs, brochures, letterheads, and like materials, as well as orally, shall not misrepresent in any way, either the accommodations provided, the status of the authorization, or the area covered by it or the vicinity. The fact that the permitted area is located on the National Forest shall be made readily apparent in all formats of the holder's brochures and advertising regarding the use and management of the area and authorized facilities.

19. Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any fee amount not paid within 30 days from the date the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due.

In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed.

A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or the appeal decision.

If the fees become delinquent, the Forest Service will liquidate any security or collateral provided by the authorization. If no security or collateral is provided, the authorization will terminate and the holder will be responsible for delinquent fees as well as any other costs of restoring the site to its original condition including hazardous waste cleanup.

Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. Delinquencies may be subject to any or all of the following conditions:

- Administrative offset of payments due the holder from the Forest Service.
- Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g)(1).
- The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, et seq.

20. For the purpose of administering this permit (including ascertaining that fees paid were correct and evaluating the propriety of the fee base), the holder agrees to make all of the accounting books and supporting records to the business activities, as well as those of sublessees operating within the authority of this authorization, available for analysis by qualified representatives of the Forest Service or other Federal agencies authorized to review the Forest Service activities. Review of accounting books and supporting records shall be made at dates convenient to the holder and reviewers. Financial information so obtained shall be treated as confidential as provided in regulations issued by the Secretary of Agriculture. The holder shall retain the above records and keep them available for review for 5 years after the end of the year involved, unless disposition is otherwise approved by the authorized officer in writing.

21. Appeal of any provisions of this authorization or any requirements thereof shall be subject to the appeal regulations at 36 CFR Part 214, or revisions thereto.

22. This permit is accepted subject to the conditions set forth herein, including any conditions in any exhibits attached to and made a part of this authorization.

23. The above clauses shall control if they conflict with additional clauses or provisions.

24. Recreation Event Fee (R1-A11). The fee for this use is \$ \_\_\_\_\_ (**see clause 2**) attributed to the authorized activities as determined by the authorized officer. The full estimated fee shall be paid in advance and is not refundable. The final fee will be determined from the holder's statement of actual revenues and costs which shall be provided to the authorized officer **within 30 days** following the completion of the authorized activity. The statement will be prepared following generally accepted accounting principles, and will be received as certified by the holder to be complete and accurate pursuant to 18 U.S.C. 1001.

25. Nondiscrimination (B-1).

- a. The holder and its employees shall not discriminate against any person on the basis of race, color, sex (in educational activities), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.
- b. The holder shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this permit.
- c. The Forest Service shall furnish signs setting forth this policy of nondiscrimination. These signs shall be conspicuously displayed at the public entrance to the premises and at other exterior or interior locations, as directed by the Forest Service.
- d. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.

26. Equal Access to Federal Programs (B-2). In addition to the above nondiscrimination policy, the holder agrees to insure that its programs and activities are open to the general public on an equal basis and without regard to any non-merit factor.

27. Insurance (B-10). The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review and approve the insurance policy prior to issuance. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the authorized officer immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause. Such policies also shall specify that the insurance company shall give 30 days prior written notice to the authorized officer of cancellation of or any modification to the policies. The certificate of insurance, the authenticated copy of the insurance policy, and written notice of cancellation or modification of insurance policies should be sent to District Ranger, \_\_\_\_\_. Minimum amounts of coverage and other insurance requirements may be reviewed and revised annually at the sole discretion of the authorized officer.

- a. The holder shall have in force liability insurance covering losses, including those arising from strict liability, associated with the use or occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of \$ \_\_\_\_\_, as a combined single limit per occurrence.
- b. Depending on the holder's operations, the Forest Service may require the holder to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the holder's use or occupancy. Any requirements imposed would be established on a case-by-case basis by the authorized officer based on the degree of environmental risk from the holder's operations. The storage and use of normal maintenance supplies in nominal amounts generally would not trigger financial assurance requirements.

**USER NOTES:** Include clause R1-X10 for activities within occupied habitat. If not applicable, delete this clause then renumber the remaining clauses as appropriate. Delete user notes before issuing permit.

28. Grizzly Bear Protection (R1-X10). This special-use authorization includes land which is part of the habitat of the grizzly bear. Therefore, in compliance with Forest Service responsibilities under the Endangered Species Act of 1973 (16 U.S.C. 1531), the following conditions apply to this special-use authorization:

- a. The authorized officer may order an immediate temporary suspension of all human activities permitted by this authorization and, if needed, suspend or revoke the special-use authorization when, in his/her judgment, such action is necessary in order to prevent confrontation or conflict between humans and grizzly bears. The holder shall immediately comply with such order. The United States shall not be liable for any consequences from such a suspension or revocation. Such suspension or revocation may be appealed to the next higher level as provided in 36 CFR 214.
- b. The holder, his/her agents, employees, contractors and subcontractors will comply with the requirements of the attached Grizzly Bear Management and Protection Plan dated 04/16/2010 (Food Storage Special Order LC-10-D1-01) in the conduct of any and all activities authorized. The authorized officer may review and revise the plan as needed.
- c. The holder assumes full responsibility and shall hold the United States harmless from any and all claims by him/her or by third parties for any damages to life or property arising from the activities authorized by this special-use authorization and encounters with grizzly bears, or from suspension, revocation, or termination of activities authorized by this special-use authorization.

c. Intentional or negligent acts by the holder, his/her agents, employees, contractors and subcontractors that result in injury or death of a grizzly bear will be cause for suspension or revocation of this authorization in whole or in part.

d. Failure to comply with provisions a, b or c may result in suspension or revocation of this authorization in whole or in part, and may cause criminal action to be taken against the holder under provisions of the Endangered Species Act of 1973, as amended, or other applicable authority.

29. Forest Service Representative (R1-X16). The \_\_\_\_\_ **District Ranger, Phone No.** \_\_\_\_\_, is responsible for administering this special-use authorization. The holder should contact the District Ranger regarding any questions concerning the occupancy and use authorized and the provisions of this authorization.

30. Information From Holders (R1-X17). As a condition of this authorization, the holder is responsible for providing the authorized officer with any information in possession necessary for determining annual rental fees, ownership, or other matters concerning the administration of the authorized use by the Forest Service.

Regarding the submission of such information, the holder understands that it is a crime for any person to knowingly and willfully make false, fictitious, or fraudulent statements to matters under the jurisdiction of the United States Government (18, U.S.C. 1001).

31. Regulating Services and Rates (X-22). The Forest Service shall have the authority to check and regulate the adequacy and type of services provided the public and to require that such services conform to satisfactory standards. The holder may be required to furnish a schedule of prices for sales and services permitted by the authorization. Such prices and services may be regulated by the Forest Service: Provided, that the holder shall not be required to charge prices lower than those charged by comparable or competing enterprises.

32. Gambling (X-24). Gambling or gambling machines or devices will not be permitted on National Forest System lands regardless of whether or not they are lawful under State law or county ordinances.

33. Advertising (X-30). The holder, in advertisements, signs, circulars, brochures, letterheads, and like materials, as well as orally, shall not misrepresent in any way, either the accommodations provided, the status of the authorization, or the area covered by it or the vicinity. The fact that the permitted area is located on the National Forest shall be made readily apparent in all of the holder's brochures and print advertising regarding use and management of the area and authorized facilities.

**I have read and understand the terms and conditions and agree to abide by them.**

\_\_\_\_\_ Date: \_\_\_\_\_  
(Holder Signature)

**U.S. DEPARTMENT OF AGRICULTURE, Forest Service**

\_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Officer's Signature)  
Title

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

## EXHIBIT A OPERATING PLAN

This operating plan is hereby incorporated as part of the authorization in accordance with clauses 5 and 16 of the Special-Use Application and Permit for Recreation Events (FS-2700-3c), if the proposal is accepted and the application is approved.

1. On site agent: **Brian Miller** Day phone: (b) (6)
  2. Dates: **9/20/2020** --- with set up on **9/19/2020** and clean up on **9/20/2020**
  3. Description of event: **Foy's to Blacktail Trail Marathon**
  4. Location (attach map): **Submitted separately**
  5. Number of acres needed: **On Lakeside to Blacktail Trail, in Blacktail Ski Area, and on Foy's to Blacktail Trail**
  6. Planned number of participants: **60** Maximum number: **100**
  7. Number of spectators anticipated: 50-100 Maximum number: 100 (most will be at Herron Park)
  8. Duration of event (include pre/post event set-up days): **2 days**
  9. Overnight areas needed: Yes  No  If yes, describe: \_\_\_\_\_.
  10. After-hour activities for multiple-day events (music, food, etc.): **None**
  11. Notification of adjacent permit holders or landowners: Yes  No   
List of contacts: Weyerhaeuser Company has been notified but no permit is required because of easement agreement  
**Herron Park – Flathead County**
  12. List other permits required and coordination or cooperating agreements (attach copies): **Flathead County**
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### FACILITIES

13. Facilities provided (i.e. tents, canopies, stage, booths, benches, chairs, showers): **Temporary canopies and chairs may be at aid stations**
  14. Provisions for drinking water (quantity, locations, bottled vs. truck): **Coolers of water will be at aid stations (see map) and will follow food storage order**
  15. Signing (i.e. route marking, parking, trails, event schedules): **Pink flags will mark route**
  16. Sanitation Plan (i.e. number of toilets, garbage cans, recycle bins): **Toilets are available at start and finish. A potty will be placed at Emmons Saddle.**
  17. Accommodations for disabled visitors (i.e. parking, access): **At start and finish: Lakeside to Blacktail TH and Herron Park**
  18. Describe power supply requirements: **None on USFS land; generator will be used at Herron Park**
  19. Describe public address system requirements: **None on USFS land; will be used at Herron Park**
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### VENDORS

20. Will food or beverages be provided? Yes  No  If no, go to 27.
21. Included in price? Yes  No
22. Agreements with vendors or caterers: Yes  No
23. Number of vendor or caterers: **None; food will be purchased for use at aid stations and finish line at Herron Park**

24. Location of food or beverage (identify on map):
25. Alcohol for sale? Yes  No  Vendor obtained state and local permits? Yes  No  **N/A**
26. Insurance coverage for alcohol: Yes  No  **N/A**  
Attach a copy of the liability portion and all endorsements and exclusions
27. Other products for sale (i.e. t-shirts, hats, ice, souvenirs): **t-shirts, hats, souvenirs sold only at finish at Herron Park**
28. Other equipment for rental (i.e. snowmobiles, skis, boards, jet-skis, rafts, kayaks): **No**
29. List additional third party agreements: **USATF sanctioning and insurance**
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#### **PARKING AND VEHICLES**

When planning for parking, be aware that one lane must always be open for emergency vehicles.

30. Amount of parking needed (i.e. number of spaces, acres, include disabled parking): **Parking only at Herron Park; participants will be bussed to starting line at Lakeside to Blacktail Trailhead**
31. Locations (identify on map):
32. Parking attendants and locations used (i.e. parking direction, lot full posting, information): **At Herron Park off National Forest**
33. Parking lot security (i.e. overnight parking, remote lots): **N/A**
34. Traffic controls (i.e. one way, signing): **N/A**
35. Shuttle service (type, when and where used): **School buses will transport racers from Herron Park to start at Lakeside to Blacktail Trailhead**
36. Will any road closures be needed? Yes  No  Where, and how long: \_\_\_\_\_
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#### **SAFETY/COMMUNICATIONS/MEDICAL**

37. Attach Medical Plan and include the following: **See Exhibit C**  
Access for emergency vehicles (i.e. ambulance, helicopter landing zones)  
Number and location of first aid stations  
Names and qualifications of any medical staffing  
List of emergency phone numbers and local hospitals/clinics
38. Describe communications type and number of equipment used: **See attached Safety Plan in Exhibit C**
39. Specify safety closures for high risk areas and protection of spectators (i.e. barriers, closures, restricted areas): **N/A**  
\_\_\_\_\_
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#### **ADVERTISING**

All advertisements must include acknowledgment that the event is located on the National Forest.

40. Description of event advertising (i.e. flyers, radio, TV, magazines, internet): **Posters, radio and TV interviews, Facebook, website for race.**
41. Target audiences (i.e. local regional, national, limited membership): **North America (US and Canada)**
42. Planned filming (i.e. land, air, water): **none**
43. What is the reason for filming (i.e. advertising, promotion): **N/A**

44. Type of advertising proposed for the event (i.e. banners, signs, posters, commercial vehicles): **See above (40)**

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#### CLEANUP

45. Time frame to remove all facilities and garbage after the event (including removal of signs, advertising flagging, route markers): **Removed day of event at conclusion (end of day)**

46. Garbage collection site location (landfill or transfer station): **Landfill**

47. Mitigation plan to rehabilitate resource damage (i.e. closures, re-vegetation): **N/A**

48. Time frame to complete mitigation: **N/A**

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#### FEES

Land use rental fees are 5% of adjusted gross receipts for one-time events and 3% of adjusted gross receipts for multiple events under one permit. Adjusted gross receipts is the gross revenue less the cost to the holder of the prizes awarded. Only those prizes which are paid for by the holder or come from the entry fee costs can be deducted. Donated prizes cannot be deducted.

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#### INCIDENT NOTIFICATION

The holder is required to notify the authorized officer (**the Swan Lake District Ranger at (406)-837-7500**) as soon as practicable if any of the following incidents occur on National Forest System lands within the authorized area:

- a. Any incident resulting in death, permanent disability, or personal injuries that are life-threatening or that are likely to cause permanent disability;
- b. Any failure of a structural, mechanical, electrical component and its primary connection, or operator error, which impairs the operation or function of a passenger ropeway in a way that could affect public safety, or any ropeway incident that requires reporting to State authorities;
- c. A search and rescue operation to locate a person; or
- d. Any incident that had or has high potential for serious personal injury, significant property damage, or significant environmental or other natural resource damage, including but not limited to avalanches, landslides, flooding, fire, structural failures, or release of hazardous substances.

Notification should include information regarding when, where, and how the incident occurred, and who was present or affected by the event.



## EXHIBIT C

### Foy's to Blacktail Trail Marathon Safety Plan

The purpose of this plan is to set forth organization, responsibilities, and procedures for the safe conduct of the Foy's to Blacktail Trail Marathon.

- The race directors have overall responsibility for the safe conduct of this event.
- At least one race director will be present for the start of the race and will remain at the finish until the race is complete and will supervise all race activities.
- All participants will sign a waiver.
  - If a participant is the age of 18 their parent or legal guardian will sign the waiver.
- Prior to the race the race directors shall determine that the trail conditions are consistent with safe conduct of the event. This decision shall be based upon current weather observations and official weather service forecasts for the duration of the event.
- A mandatory pre-race meeting for all participants will be held. Contents of the meeting will include at minimum the following
  - Course marking
  - Proper use of bear spray in the event of a threatening wildlife encounter
  - Procedure for dropping out (only at aid stations)
  - Cut off times
  - Contents of aid stations
- The race director shall ensure that all volunteers are properly trained, equipped and stationed.
- All volunteers will carry a fully charged cell phone and be within cell phone coverage.
  - All volunteers will sign a waiver outlining risks and expectations
- Any incident requiring medical or police response will be reported to 911.
  - Volunteers will be instructed to call 911 for anything they deem to be serious or could become serious.
- There will be at least 5 CPR trained volunteers at the event and at least one EMT.
  - Flathead Valley Search and Rescue personnel will be in attendance
  - A minimum of one doctor will be in attendance
- Access for helicopter landing:
  - Summit of Blacktail Mtn
  - Emmons Saddle
- Access for emergency vehicles:
  - Starting zone
  - Summit of Blacktail Mtn
  - Emmons Saddle
  - Herron Park
- The bib number of any runner who drops out of the race will be reported to the race director.
- Dogs are not permitted in the race.
- A sweeper on foot and/or bicycle will ride the course during the race.
- Aid stations will be at the start/finish and at minimum of 4 aid stations separated 3-6 miles apart.
  - See Exhibit B for aid station locations.

*From USA Track and Field (USATF) website: Organizer will require all participants, officials and volunteers to sign the USATF waiver of liability that releases the race organizers, volunteers and officials, and USATF from claims for damages. All waivers will be maintained in a secure location for at least ten years (or longer if your state's statute of limitations on liability claims is longer than ten years). The event director MUST be able to produce this waiver in the event of a claim against any of the named parties.*

*In the event a sanctioned event incurs a claim wherein the event director and/or organizer are unable to produce the required waiver for the participant, official or volunteer involved in the claim, the event director and/or organizer will have a \$10,000 deductible on the claim, payable to USATF.*