

SPECIAL USE APPLICATION FOR TEMPORARY PERMIT FOR OUTFITTING AND GUIDING

Authority: Federal Lands Recreation Enhancement Act (Public Law 108-447) (16 U.S.C. 6802(h))
(Ref. FSH 2709.11 section 41.53 and 37.21b and FSH 2709.14, Chapter 50)

1. APPLICANT INFORMATION

Applicant Name: The Cycling House - Shawn Radley
 Business Name: The Cycling House
 Applicant's Complete Address: 1001 S. 4th St. W.
Ste 3 Missoula, MT 59801
 Telephone Number: 406-219-1318 Fax number: _____
 E-mail Address: shawn@thecyclinghouse.com
 Website: www.thecyclinghouse.com

As an applicant, are you (must check one):

☐	Individual	If yes, are you a citizen of the United States?
☒	Corporation	If yes, provide a copy of your state certificate of good standing.
☐	Limited Liability Corporation	If yes, provide a copy of your state certificate of good standing.
☐	Partnership or Association	If yes, provide a copy of your partnership or association agreement.
☐	State Government or Agency	(Includes State universities.)
☐	Local Government or Agency	(Includes high schools.)
☐	Nonprofit	Please attach a copy of your IRS Form 990.

Under the Regulatory Flexibility Act, a small entity is a firm that is "independently owned and operated" and "not dominant in its field of operation." The United States Small Business Administration has developed size standards to identify what is considered a small business. Under these standards, a business with annual receipts of less than \$6.5 million constitutes a small business for recreation industries. Additionally, a small organization is any nonprofit enterprise that is independently owned and operated and not dominant in its field. A small government jurisdiction is a government of a city, county, town, township, village, school district, or special district with a population of less than 50,000.

Under these criteria, are you a small entity? yes

2. DESCRIPTION OF PROPOSED ACTIVITY

Please include:

- The number of service days requested (or quota equivalent). 16
- The anticipated number of trips and party size. 4 trips - 12 to 16 riders
- Trip Itinerary with:
 - Starting and ending dates of the proposed operations. 6/9-6/14 6/16-6/21 6/23-6/28
 - Location of routes and starting and ending points for the proposed operations (include a map showing these locations). See map, trip based @ Whitefish Lake Lodge

- Services that will be offered to clients (identify any services that will be provided by a party other than the holder). *Riding & guiding, 1 van support*
- A description of your client base or audience. *25-70 year old, active, from all over US*
- A list of government facilities you propose to use, e.g., a boat launch, parking lot, or trailhead.
- A list of temporary improvements or signs that you propose to use. *n/a*
- A statement of whether the proposed operations involve motorized equipment. *n/a*
- A statement of whether the proposed operations involve transportation livestock, and if so, whether grazing is requested. *n/a*
- A statement of whether an assigned site is requested. *n/a*
- A description of cleanup and restoration during and after the proposed operations. *all trash picked up*

- We do not plan on using any government facilities.
- No temporary signage
- No motorized equipment. Shuttle van to start & finish of the rides. Water & nutrition out of the van.
- No livestock transportation
- No assigned site needed
- Pack it in, pack it out

3. ADVERTISING. Provide a current brochure and current advertising materials or website address.

4. CLIENT CHARGES. Provide a description of client charges and fees and what they cover. Attach a current rate sheet. (b) (4)

5. GUIDE IDENTIFICATION

- Attach a list of all guides who would be working under the permit.
- Describe your requirements for employment and staff training programs.
- Attach copies of current CPR and First Aid certifications, Wilderness First Responder cards, and other applicable certifications for guides. Please do not send copies of social security cards or passports. Send driver's licenses only if driving is part of the outfitting and guiding service.
- If the state in which your activity would occur requires licensing for outfitters and guides, include a copy of relevant licenses.

(b) (4), (b) (6)

- 0 **6. OPERATING PLAN.** Attach an operating plan that addresses client and visitor safety, evacuation and emergency procedures, and resource protection with respect to your proposed operations and location.

- 0 **7. LIABILITY INSURANCE.** The holder will be required to obtain liability insurance in an amount satisfactory to the authorized officer (see FSM 2713.1). The insurance policy must name the United States as an additional insured. A copy of the certificate of insurance must be provided to the authorized officer prior to issuance of a permit.

- 8. CLIENT'S ACKNOWLEDGMENT OF RISK FORM.** If you plan to use an acknowledgment of risk form, attach a copy.

- 9. EXPERIENCE.** List all permits for outfitting and guiding on National Forest System lands that you have held in the past 3 years. If you received a performance evaluation from the Forest Service, attach a copy. If you are relying on outfitting and guiding experience with other federal or state agencies, list any permits that you have held with those agencies in the past 3 years and provide a copy of any performance evaluations received. List all citations or violations received in association with outfitting and guiding activities.

Glacier National Park

Mount Lemmon

East Saguaro National Park

Nine Mile Ranger District

10. SIGNATURE.

I hereby certify that I am of legal age and am authorized to do business in the State or Commonwealth of Montana. I have personally examined the information contained in this application and certify that this information is correct to the best of my knowledge. I hereby acknowledge that this is an application only, and that the use and occupancy of National Forest System lands is not authorized until a special use permit is signed and issued by an authorized officer.

Signature:

Shawn Radley

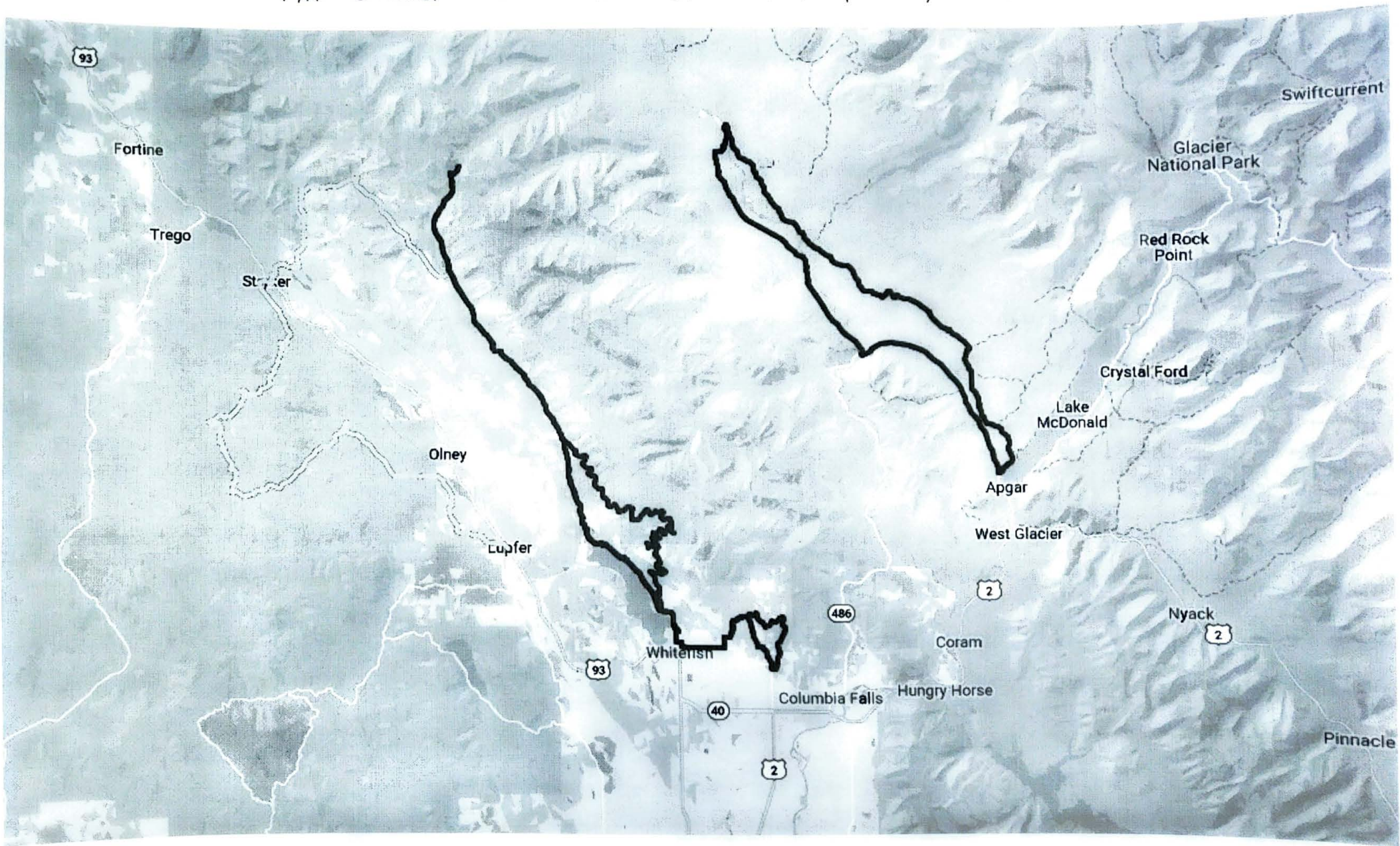
Date: 12/16/19

Print Name:

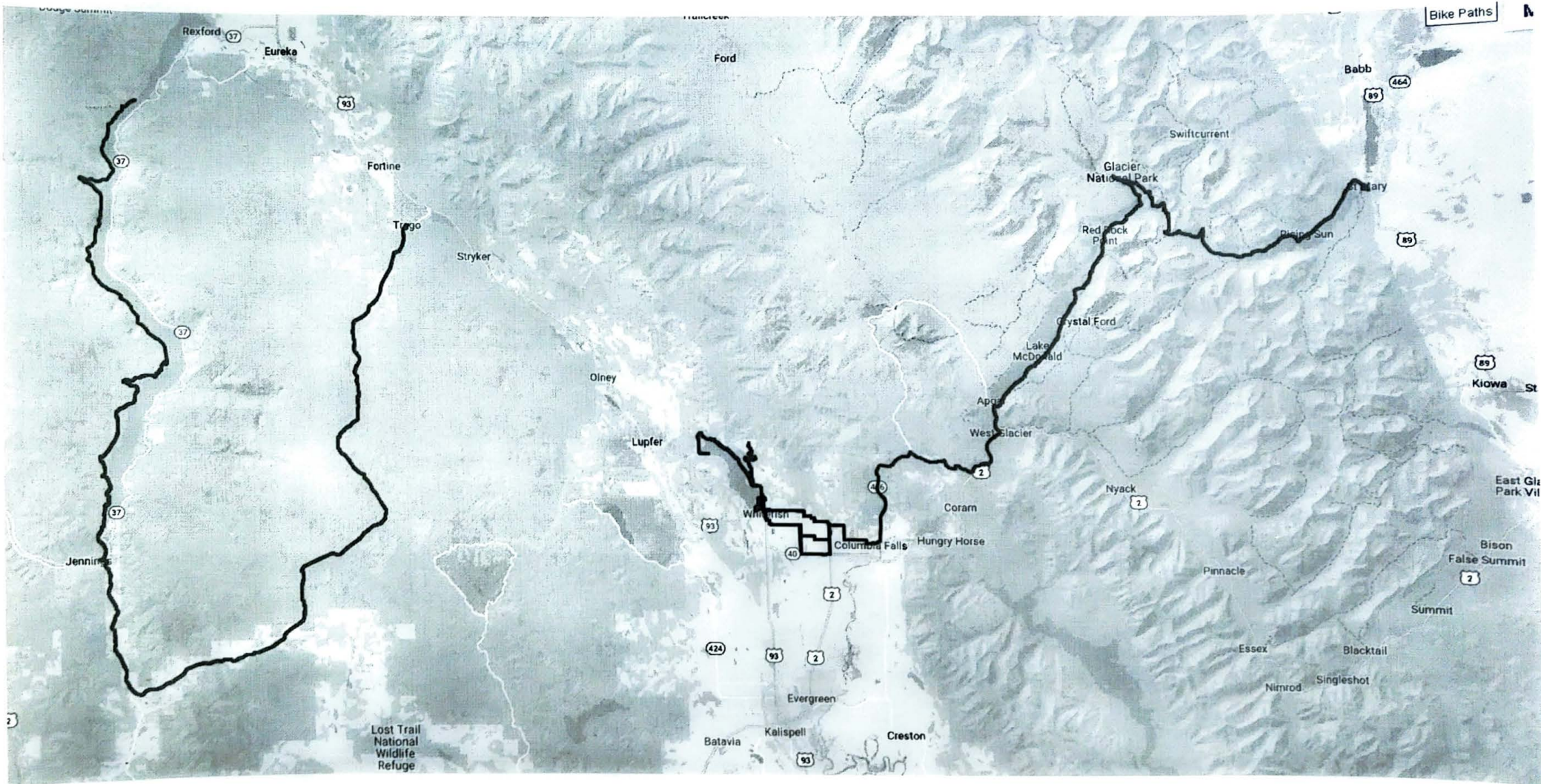
Shawn Radley

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 statements or representations shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

All Gravel Routes for 6/19-6/14 & maybe 6/16-21



All Routes for 6/16-21, 6/23-28, 7/7-7/12



ACCIDENT WAIVER & RELEASE OF LIABILITY

I acknowledge that this athletic event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to athletics, but are also present for volunteers. I hereby assume all of the risks of participating and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by a qualified medical person. I acknowledge that this Accident Waiver and Release of Liability form will be used by the event holders, sponsors and organizers, in which I may participate and that it will govern my actions and responsibilities at said events.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: The Cycling House, Inc. Their directors, officers, employees, volunteers, representatives, and agents, the event holders, event sponsors, event volunteers; (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this event, whether cause by the negligence of releases or otherwise.

I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during this event. I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video or film, likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and assigns.

The Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I hereby certify that I have read this document; and, I understand it's content.

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