

**MCCALL AREA CHAMBER OF COMMERCE**

**Giveaway**

**2025-2026 APPLICATION**

**TERMS AND CONDITIONS AND ELIGIBILITY AGREEMENT**

**This Giveaway 2025-2026 APPLICATION, TERMS AND CONDITIONS AND ELIGIBILITY AGREEMENT (referred to as “Agreement”) is important. It includes terms and conditions and releases McCall Area Chamber of Commerce, an Idaho non-profit corporation, from liability associated with the Giveaway. By my signature below, I have read this AGREEMENT, understand it, and agree to the terms set forth herein. It must be signed by all “Giveaway” Applicants.**

**DATE OF APPLICATION:** \_\_\_\_\_

**APPLICANT(S)** \_\_\_\_\_ and \_\_\_\_\_,

herein collectively referred to as Applicant, of:

**Address:** \_\_\_\_\_ **City** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Email:** \_\_\_\_\_

Individually and/or as parent or legal guardian of the follow names minors who may accompany Applicant(s) on the “Giveaway”:

**Minor #1** \_\_\_\_\_ **Age** \_\_\_\_\_

**Minor #2** \_\_\_\_\_ **Age** \_\_\_\_\_

**Minor #3** \_\_\_\_\_ **Age** \_\_\_\_\_

**Minor #4** \_\_\_\_\_ **Age** \_\_\_\_\_

**List any other person(s), whether adults or minors, you wish to participate in the Giveaway. Please describe their relationship to Applicant and age:**

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1. “Chamber” as used herein is defined to include McCall Area Chamber of Commerce & Visitors Bureau, Inc., an Idaho non-profit corporation, its agents, directors, officers, employees, , representatives and affiliates, including all affiliates associated with the Giveaway, of which the Chamber is physically located at 605 N. 3<sup>rd</sup> St., McCall, Idaho, 83638 and its mailing address is PO Box 350, McCall, Idaho 83638 (collectively “Chamber”).
2. “Giveaway” as used herein is defined as the Chamber promotional event offering a all-expense paid trip to McCall, Idaho which includes the surrounding area, which trip will be awarded to the applicant(s) selected by the Chamber. The Giveaway is not exclusive to McCall, and may include lodging throughout Valley County. The Giveaway may include various activities, chosen exclusively by the Chamber. Those activities may include such recreational activities inherent to the McCall and surrounding areas, such as: skiing, snowboarding, tubing, sledding, snowshoeing, fishing, hiking, swimming, rafting, boating, among other things.
3. **Applicant(s) expressly acknowledges and affirmatively states that Applicant(s) is a resident of the State of Idaho. Applicant shall provide the Chamber proof of residency upon request from the Chamber. Applicant(s) expressly acknowledges and states that Applicant(s) eligibility to be considered for the Giveaway requires submission of a video clip, and Applicant has provided such video clip with this Application. Applicant(s) further understands and agrees that any materials, messages, data, and the video clip (collectively referred to as “Materials”) that you send to the Chamber shall become the sole property of the Chamber, and the Chamber shall not be limited in any way in its use, promotional, commercial, or otherwise of such Materials.**
4. **I acknowledge and understand that this Agreement is only an application to be considered as eligible for the Giveaway and that I may be chosen or that I may not be chosen as a participant in the Giveaway based on any criteria chosen by the Chamber and that the Chamber provides no guarantee to any Applicant(s) that such Applicant(s) will be chosen as a participant. The Chamber shall not discriminate against any eligible participants based on race, color, religion, sex, national origin, disability, gender identity, sexual orientation, or other legally protected class.**
5. **I understand and agree that my email address provided above may be shared by the Chamber to third-party affiliates associated with the Giveaway including but not limited to restaurants, service providers, rental agencies, tours, and any other businesses participating in the Giveaway.**
6. In consideration for being permitted to participate in the Application for the Giveaway, I do for myself and all of the above-named persons, and all respective heirs and assigns, voluntarily assume the risk of participating in the Giveaway, and hereby release, waive, discharge, indemnify and hold harmless the Chamber, of and from any and every claim, demand, action or right of action of whatever kind or nature, including any claim for damages and/or attorney fees, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting or to result from any accident that may

occur as a result of my participation or the above-named persons participation in the Giveaway or other actions or activities in connection therewith, whether by negligence or not, including but not limited to the following: the provision of any goods or services related to the Giveaway, acts of God, inherent dangers associated with Giveaway activities, inherent danger associated with use of, swimming pools and tubs, amenities, use of historic properties, cabins and lodges, dangers incident to recreational activities, sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, among other inherent dangers.

7. I acknowledge that I wish to voluntarily participated in the Giveaway, and that I have read all written materials associated with the Giveaway and other information or notices posted by the Chamber associated with the Giveaway and information associated with the Giveaway including, but not limited to, policies, rules and regulations, cancellation policy, correspondence from the Chamber related to the Giveaway, together with all information contained in this agreement. I also agree to comply with all local, State and Federal laws and regulations and shall not engage in any illegal activity. I am voluntarily participating in the Giveaway with knowledge of the potentials hazards involved.

8. I understand and agree that the Giveaway may be cancelled by the Chamber at any time for any reason, in the sole discretion of the Chamber and that no refunds or discounts, will be provided.

9. I understand that the remote location of McCall and surrounding areas involves dangerous and hazardous travel, which may include travel by personal vehicle, rental vehicle, or other off-road or all-terrain vehicle. I understand and agree that the Chamber is not responsible and has no control over or ownership of my travel to McCall or surrounding areas or of travel services I may obtain from a third-party (e.g. through rental or reservation). All such persons or entities providing travel services or rentals are not associated or affiliated, in any fashion, with the Chamber. The Chamber shall not be liable for any act or failure to act of any such third party. The Chamber shall not be liable for any road closures, road conditions, or other conditions causing delay or preventing travel to the Giveaway.

10. Applicant, individually and as legal guardian of the above-named minor(s), expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the state of Idaho, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The terms of this agreement are contractual and not a mere recital. Venue for any dispute that may arise out of this agreement or otherwise between Applicant(s) and the Chamber shall be Valley County, Idaho. The laws of the state of Idaho shall apply.

11. I understand and agree that should any dispute arise related to interpretation of this Agreement, the Giveaway, the Chamber, that the prevailing party in such dispute shall be entitled to receive from the non-prevailing party an award of reasonable attorney fees and costs, including costs and fees on appeal.

**Giveaway 2025-2026 APPLICATION**

**TERMS AND CONDITIONS AND ELIGIBILITY AGREEMENT – 3**

**I have carefully read this Agreement, and fully understand its contents. I am aware that this is a release of liability and a contract between myself and the Chamber and sign it of my own free will and agree to be bound by the terms contained herein.**

DATED: \_\_\_\_\_

APPLICANT \_\_\_\_\_ APPLICANT \_\_\_\_\_

**Separate forms must be electronically signed by EACH participant if signature is being submitted electronically.**