



A copy of this completed Permit must be left in the front windshield of Permittee's vehicle(s) when Permittee is engaged in the permitted activity on Eklutna, Inc.'s land.

*****For Office Use Only*****

Permit # _____
Approved [] Disapproved [] Date: _____
Fees paid: \$ _____
Comments: _____

Eklutna Inc. _____
Date: _____

Permittee: _____
Principal Contact: _____
Phone Number _____
Address: _____
Surface Estate Location: T _____ R _____ Sec. _____ (please attach a map)

Permit valid until _____

Proof of general liability insurance naming Eklutna, Inc. as an additional insured? _____

This Permit is issued to Permittee for access by persons in Permittee's Party to the above-referenced location for the purpose of:

Permittee's Party (list each person in Permittee's Party):

- 1. _____
Member of household an Eklutna, Inc. shareholder? _____
- 2. _____
Member of household an Eklutna, Inc. shareholder? _____
- 3. _____
Member of household an Eklutna, Inc. shareholder? _____
- 4. _____
Member of household an Eklutna, Inc. shareholder? _____
- 5. _____
Member of household an Eklutna, Inc. shareholder? _____
- 6. _____
Member of household an Eklutna, Inc. shareholder? _____
- 7. _____
Member of household an Eklutna, Inc. shareholder? _____

CONTINUE LIST ON BACK IF NECESSARY

READ THIS CAREFULLY:

1. Permittee agrees that Permittee assumes all risk of, and Permittee hereby waives and releases Eklutna, Inc. from, all claims for personal injury or death, damage to or loss of personal property, economic damage or loss, and any other damage or loss to Permittee arising out of or related in any way to any of the following, even if such injury, death, damage or loss is due to the negligence or other fault of Eklutna: (a) Permittee's presence or activities upon Eklutna, Inc.'s land; (b) acts or omissions of Permittee; (c) acts or omissions by any other person or entity (including without limitation Eklutna, Inc.) in, on or about Eklutna, Inc.'s land; or (c) any conditions found in, on or about Eklutna, Inc.'s land. Permittee further agrees to indemnify, defend and hold harmless Eklutna, Inc. from and against all claims, charges, demands, suits, loss, liabilities, penalties, damages, costs, or expenses (including actual attorney's fees and expenses incurred in defense thereof) for injury to or death of persons, damage to or loss of property, direct or indirect economic damage or loss, or any other injury, damage or loss, arising out of or related in any way to any of the following, even if such injury, death, damage or loss is due to the negligence or other fault of Eklutna, Inc.: (a) Permittee's presence or activities on Eklutna, Inc.'s land; or (b) acts or omissions by Permittee in, on or about Eklutna, Inc.'s land, including without limitation any breach of any provision of this Permit by Permittee. This paragraph does not in any way limit the protections afforded to Eklutna, Inc. under AS 09.65.200. For purposes of this paragraph, "Eklutna, Inc." means, collectively and severally, Eklutna, Inc. and its parent and subsidiary and related corporations, and its and their respective shareholders, directors, employees, agents, subcontractors, attorneys, insurers, successors and assigns; and "Permittee" means, collectively and severally, Permittee and each person in Permittee's Party, and its and their respective parent and subsidiary and related corporations, shareholders, directors, employees, agents, subcontractors, invitees, customers, visitors, attorneys, insurers, successors, heirs and assigns, and any person or entity within the reasonable control of Permittee or any person in Permittee's Party.

2. No person in Permittee's Party may enter upon Eklutna, Inc. land, nor will any person in Permittee's Party have any rights under this Permit unless and until it is approved and executed by Eklutna, Inc.

3. Permittee and each person in Permittee's Party:
- a. Shall observe all federal, state and local laws and regulations applicable to Eklutna, Inc.'s land or Permittee's activities.
 - b. Shall take all reasonable precautions to prevent and suppress forest, brush and grass fires and prevent pollution of waters on or in the vicinity of Eklutna, Inc.'s land.
 - c. Shall not disturb, cut, remove or displace any materials on Eklutna, Inc. land not specifically allowed by this Permit without first obtaining prior written authorization from Eklutna, Inc. to do so.
 - d. Shall not operate any equipment outside of approved Permit boundaries without prior written approval by Eklutna, Inc.
 - e. Shall ensure that the land, private property, cabins and ruins remain treated with care and respect.
 - f. Shall keep all animals leashed or otherwise under control when using Eklutna, Inc. land.
 - g. Shall coordinate with neighbors or other property owners for access to get to Eklutna, Inc. land.
 - h. Shall not use firearms, live rounds, blank rounds or animal-training pistols on Eklutna, Inc. land.
 - i. Shall not leave trash, spilled fuel, or litter on Eklutna, Inc. land.

- j. Will carry a garbage bag with during the time of access and will remove any found garbage or trash.
- k. Will not invite any person onto Eklutna, Inc.'s land unless that person is listed on this Permit as a member of Permittee's Party or has his/her own permit from Eklutna, Inc.
- l. Will park all vehicles in accordance with applicable state and local laws and in a manner designed to cause the least possible damage to Eklutna, Inc.'s land and vegetation.

4. In addition, Permittee:

- a. Shall, if requested, notify Eklutna, Inc. in writing of the completion of its activities and make a written report to Eklutna, Inc. on all matters relevant to the character, progress and results of my operations on Eklutna, Inc.'s land.
- b. Shall, within three (3) months of the signing date, give Eklutna, Inc. copies of all materials resulting from any geotechnical investigations, including reports, logs, laboratory analyses, and the like performed by Permittee relating to Eklutna, Inc.'s land.
- c. Shall reconstruct, repair, rehabilitate, and restore as may be required by state and federal resource agencies and Eklutna, Inc., and as soon as practicable, any structure, property or land harmed or damaged by any Permittee Entity during permitted activities shall be so that the condition thereof, at the sole discretion of Eklutna, Inc., is at least equal to the condition thereof immediately prior to such damage or destruction.
- d. Shall maintain at all times during the term of this Permit general liability insurance in such amounts as Eklutna, Inc. may reasonably require, which insurance shall name Eklutna, Inc. as an additional insured.
- e. Shall be responsible at all times for insuring compliance by all persons in Permittee's Party with the terms of this Permit.
- f. Without limiting the indemnity herein, shall be responsible for any damages or injury caused by the activities of any person in Permittee's Party on Eklutna, Inc.'s land.

5. This Permit does not convey any interest in land or any exclusive right to use the land. Eklutna, Inc. reserves the right to allow others to enter and use its land. No termination or expiration of this Permit shall affect the liability assumed or any indemnity given by Permittee in respect of acts or things which shall have been done or have happened before the date of the termination or expiration of this Permit.

6. The person signing this Permit on behalf of Permittee personally represents that he/she has the authority to execute this Permit on behalf of Permittee.

[Name of Permittee]

By _____
[Authorized Signature]

Date

[Printed Name of Person Signing]

Its _____
[Title of Person Signing]