

**ENTITY LAND ACCESS PERMIT –
PARTICIPANT AGREEMENT, RELEASE, AND
ACKNOWLEDGMENT OF RISK FORM**

In consideration of Eklutna, Inc. issuing a Land Access Permit (“Permit”) to the below-named entity, the entity on behalf of itself, its employees, contractors, agents, owners, directors, successors and assigns, and anyone accessing Eklutna land under the Permit (all collectively, the “User”), agrees to **release and discharge** Eklutna, Inc., its owners, directors, employees, contractors, agents, volunteers, insureds, and all other persons or entities acting on its behalf (collectively “**Eklutna**”), as follows:

1. **INHERENT RISKS.** User understands that accessing improved and unimproved real property, including resource extraction areas and wilderness areas, and performing the activities listed in the Permit (“activity”) have inherent risks, both known and unanticipated. User understands that such risks cannot be eliminated without jeopardizing the essential qualities of this activity, as these are inherent risks associated with participation in the activity. Safety gear may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety and injury may still occur. User specifically acknowledges that the inherent risks associated with this activity could result in **PHYSICAL INJURY, DEATH, SERIOUS NECK AND SPINAL INJURIES, PARALYSIS, EMOTIONAL INJURY, PROPERTY DAMAGE, OR OTHER DAMAGE**, to the User or others, and understand that these risks include but are not limited to risks from the following non-exhaustive list:

Falling, crashing, hitting objects such as the ground, rocks, trees, roots. The conditions of roads, trails, waterways, or terrain, and accidents connected with their use, including falling debris, rock falls, unstable cliff edges and erosion, and avalanche danger. Poor decision making by Eklutna, myself or third-parties. The actions or omissions of User; the actions or omissions of other participants in the activity or other users of Eklutna land; and the actions or omissions of Eklutna. Inclement or changing weather, including without limitation high winds, rain, hail, snow and lightning. Hazardous contact or interactions with plants or animals, including but not limited to poisonous or stinging plants, or being threatened or injured by domestic or wild animals. The physical condition of the User. Misuse or defects, both hidden and apparent, in equipment. Fatigue, chill and/or dizziness, which may diminish reaction time and increase the risk of accident. Heat related injuries and illnesses, including but not limited to, heat exhaustion, sunstroke, and dehydration. Travel, including hiking and the travel to or from the activity. The inaccessibility or remoteness of terrain, which may delay rescue and/or medical treatment and that User’s injuries (including broken body parts) may be aggravated and worsened by being hurt in a remote location. The distance of this activity's location from medical or emergency facilities. Receiving emergency medical services or emergency transport from Eklutna or other third parties.

2. **RISK OF NEGLIGENCE.** User understands there is a risk that injury may occur because of the negligence of Eklutna, other Permit participants, or other third parties, both related and unrelated to the inherent risks outlined above, including but not limited to errors in judgment, errors in making decisions in the event of accidents and rescues, errors in route selection during land excursions or evacuations, and errors in giving or following instructions.

3. **ASSUMPTION OF ALL RISKS. USER EXPRESSLY AGREE TO ASSUME AND ACCEPT ALL OF THESE RISKS,** including risks caused by negligent acts or omissions of Eklutna and third-parties. No one is forcing User to participate in the activity. User chooses to participate voluntarily in spite of the risks. User acknowledges that **USER IS ULTIMATELY RESPONSIBLE FOR USER’S OWN SAFETY** during participation in the activity. User will inspect any equipment User is using and will always be monitoring User’s surroundings and evaluating the risk of any dangerous conditions, as the safety of the situation is dynamic and always changing. User understands that User will not be supervised by Eklutna and that Eklutna’s granting of the Permit does not constitute any assumption of liability relating to the activity.

4. **RELEASE OF LIABILITY FOR ALL RISKS, INCLUDING NEGLIGENCE, AND WAIVER OF RIGHTS.** User voluntarily releases, forever discharges, and agrees to hold harmless and indemnify Eklutna from any

liability, claims, demands, actions or rights of actions, which are related to, arise out of, or are in any way connected with any User participation in the activity, including specifically but not limited to, the acts or omissions of Eklutna and all other persons or entities, including negligent acts or omissions, for any and all injury, death, illness or disease, and damage to User or its property.

5. OBLIGATION TO REPAIR DAMAGE TO EKLUTNA PROPERTY. User agrees to treat Eklutna land, improvements, and personal property with care and to reimburse Eklutna for any damage or loss arising from or relating to the activity. User acknowledges it is not authorized to perform any repairs without Eklutna's prior written consent, and any money expended on repairs will not be reimbursed.

6. AUTHORIZATION, RELEASE, AND INDEMNITY FOR EMERGENCY MEDICAL CARE. If Eklutna deems it necessary to administer any emergency medical services, or to transport User to another location for medical reasons, User agrees that Eklutna has permission to do so and to disclose any health information known about User. User waives any right to object or bring any type of action or claim against Eklutna for its decisions, actions, or omissions, including negligence, related to emergency medical services. User agrees to indemnify Eklutna for (i.e., pay for) any expenses, including transport costs, related to User emergency medical care.

7. AGE, SKILL, AND INSURANCE COVERAGE. User certifies (1) that anyone accessing Eklutna land under the Permit is over the age of 18, or that User has obtained the permission of the parent or legal guardian of the participating child under 18 to engage in the activity after providing them with a copy of this waiver. User further certifies (2) that anyone participating in the activity has sufficient skill and fitness to participate in the activity. User further certifies (3) that no participant in the activity has a medical, mental, or physical condition which would interfere with any safety or ability to participate in the activity, *or—if any participant has such a condition*—that User and participant has assumed and bears the cost of all risks that may be created, directly or indirectly, by such condition. User further certifies (4) that User has sufficient health, accident, and liability insurance to cover any bodily injury or property damage that any participant in the activity may suffer, or cause to a third party, as a result of participation in the activity, and User is willing to and capable of personally paying for any and all uninsured expenses or liability.

8. COSTS AND FEES. If it is necessary for Eklutna or someone on Eklutna behalf to incur attorney's fees and costs to enforce this agreement, or part of it, User agrees to indemnify them for (i.e., pay for) those expenses.

9. LAW, FORUM; ENTIRE AGREEMENT. If User attempts to file a lawsuit against Eklutna, User agrees to do so solely in the State of Alaska, and User further agrees that the substantive law of Alaska shall apply in that action without regard to any conflict of law rules. This form, in addition to the Permit and associated terms of use are the only documents relating to the activity and in signing User has not relied on any oral or written representation or warranty of Eklutna.

By signing this agreement, User realizes that if anyone is hurt or killed, or if property is damaged during participation in the activity, or User becomes ill, User will have freely given up any right to make a claim or file a lawsuit against Eklutna, even if they caused or contributed to the injury, death, or damage. User recognizes that the activities are inherently dangerous and User is participating in the activity despite the risks. Eklutna has made no representations about the safety of accessing Eklutna land or engaging in the activity.

USER HAS HAD SUFFICIENT OPPORTUNITY TO READ THIS TWO-PAGE DOCUMENT. USER HAS READ AND UNDERSTOOD IT, AND AGREES TO BE BOUND BY ITS TERMS. USER HAS INFORMED EKLUTNA OF ANY CONDITION THAT MAY AFFECT USER SAFELY ACCESSING EKLUTNA LAND OR SAFELY PARTICIPATING IN THE ACTIVITY.

SIGNATURE OF PARTICIPANT/PARENT/GUARDIAN: *Parents guardians must sign for children under 18*

SIGNATURE: _____

PRINT NAME: _____

DATE: _____