

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

In consideration of Eklutna, Inc. issuing me an Individual Land Access Permit (“Permit”), on behalf of myself, my family members, heirs, assigns, personal representatives and estate, I agree 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.** I understand that accessing improved and unimproved real property, including resource extraction areas and wilderness areas, and performing the activities I listed in the Permit (“activity”) have inherent risks, both known and unanticipated. I understand 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. I specifically acknowledge 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 myself 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. My own actions or omissions; 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. My own physical condition. 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 my 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.** I understand 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. I 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 me to participate in the activity. I choose to participate voluntarily in spite of the risks. I acknowledge that **I AM ULTIMATELY RESPONSIBLE FOR MY OWN SAFETY** during my participation in the activity. I will inspect any equipment I am using and will always be monitoring my surroundings and evaluating the risk of any dangerous conditions, as the safety of the situation is dynamic and always changing. I understand that I 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.** I voluntarily release, forever discharge, and agree 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 my 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 myself or to my property.

5. **OBLIGATION TO REPAIR DAMAGE TO EKLUTNA PROPERTY.** I agree to treat Eklutna land, improvements, and personal property with care and to reimburse Eklutna for any loss arising from or relating to the activity. I acknowledge I am 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 me to another location for medical reasons, I agree that Eklutna has permission to do so and to disclose my health information. I waive 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. I agree to indemnify Eklutna for (i.e., pay for) any expenses, including transport costs, related to my emergency medical care.

7. **MY AGE, SKILL, AND INSURANCE COVERAGE.** I certify (1) that I am over the age of 18 or the parent or legal guardian of the participating child under 18. I further certify (2) that I have sufficient skill and fitness to participate in the activity. I further certify (3) that I have no medical, mental, or physical conditions which would interfere with my safety or ability to participate in the activity, *or—if I have such a condition*—that I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by such condition. I further certify (4) that I have sufficient health, accident, and liability insurance to cover any bodily injury or property damage I may suffer, or cause to a third party, as a result of my participation in the activity, *or—if I have no such insurance*—that I am willing to and capable of personally paying for any and all such 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, I agree to indemnify them for (i.e., pay for) those expenses.

9. **LAW, FORUM; ENTIRE AGREEMENT.** If I attempt to file a lawsuit against Eklutna, I agree to do so solely in the State of Alaska, and I further agree 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 I have not relied on any oral or written representation or warranty of Eklutna.

By signing this agreement, I realize that if anyone is hurt or killed, or if property is damaged during my participation in the activity, or I become ill, I 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. I recognize that the activity and wilderness recreation are inherently dangerous and I am participating in the activity despite the risks. Eklutna has made no representations about the safety of accessing Eklutna land or engaging in the activity.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS TWO-PAGE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS. I HAVE INFORMED EKLUTNA OF ANY CONDITION THAT MAY AFFECT MY 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: _____