

**AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK
FORM BY PARTICIPANT**

NAME: _____ DATE: _____

ADDRESS: _____ CITY: _____

STATE: _____ ZIP: _____ PHONE: _____

NAME OF PARENT OR GUARDIAN (if under 18): _____

This is a release. Read it carefully and sign below. This release essentially says that you know you are going on a fishing charter trip in the wilderness, on open waters or moving rivers – this is not an amusement park. If you die, get hurt, or damage your belongings, you will not make a claim, sue, or expect Kenai Kuik Cabins LLC., including their agents, members, volunteers, participants, employees, booking agents, any additional insured companies, and all other persons or entities acting in any capacity on their behalf (hereafter referred to collectively as KKC) to be legally responsible or pay for damages.

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In consideration of the services of KKC, I agree to release and discharge KKC my heirs, assigns, personal representatives, and estate as follows:

1. INHERENT RISKS. I understand that the fishing charter trip and associated activity I am about to engage in as a participant and/or volunteer comes with inherent risks, both known and unanticipated. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of this activity. These risks could result in **PHYSICAL INJURY, DEATH, PARALYSIS, EMOTIONAL INJURY, OR OTHER DAMAGE** to myself, my property, or third parties. I understand that these risks include but are not limited to risks from:

- My own physical condition; and my own actions or omissions; the actions or omissions of other participants in this activity; and the actions or omissions of KKC.
- Defects, both hidden and apparent, in equipment supplied or operated by KKC.
- The operation, including misuse, of equipment supplied by KKC.
- The dangers of fishing on open ocean, or on cold glacial rivers and moving water, including but not limited to: drowning; hypothermia; the risk that damage to the vessel could lead to an evacuation or I may fall out of the vessel; the risk that I may be in the water for extended periods of time; and the presence of submerged or floating debris in the water (such as railroad cars, rocks, logs, ice, downed trees, "sweepers," and "strainers"), standing waves, hydraulics such as "holes", whirlpools, or any other types of river rapids or ocean currents.
- Inclement or changing weather, including without limitation high winds, rain, snow and lightning.
- Hazardous contact or interactions with plants or wild animals.
- The conditions of roads, trails, waterways, or terrain, and accidents connected with their use.
- Accidents and injuries occurring while: walking to or from the fishing charters, being transported by passenger vehicle and/or aircraft to or from fishing charter launching and landing locations, loading passengers in and out of the fishing charters, loading passengers in and out of passenger transport vehicles, launching or landing fishing charters from the riverbank, loading and unloading fishing charters into or from fishing charter trailers.
- The inaccessibility or remoteness of terrain, which may delay rescue and/or medical treatment.
- The distance of this activity's location from medical or emergency facilities.
- Receiving emergency medical services or emergency transport from KKC or other third parties.

2. RISK OF NEGLIGENCE. I understand there is a risk that injury may occur because of the negligence of KKC, other participants, or other third parties, both related and unrelated to the inherent risks outlined above, including but not limited to errors in judgment (such as errors in selecting routes, errors in making decisions in the event of accidents and rescues, errors in selecting campsites or trails 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. No one is forcing me to participate in this 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 this activity.
4. **RELEASE OF LIABILITY FOR ALL RISKS, INCLUDING NEGLIGENCE, AND WAIVER OF RIGHTS.** I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify KKC 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 this fishing charter trip, including specifically but not limited to, the acts or omissions of KKC 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. **AUTHORIZATION, RELEASE, AND INDEMNITY FOR EMERGENCY MEDICAL CARE.** If KKC deems it necessary to administer any emergency medical services, or to transport me to another location for medical reasons, I agree that KKC 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 KKC for its decisions, actions, or omissions, including negligence, related to emergency medical services. I agree to indemnify KKC for (i.e., pay for) any expenses, including transport costs, related to my emergency medical care.
6. **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 this KKC charter 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 this 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 this event, *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.
7. **COSTS AND FEES.** If it is necessary for KKC or someone on KKC's 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.
8. **LAW, FORUM, ENTIRE AGREEMENT.** If I file a lawsuit against KKC, 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 contract forms the entire agreement between me and KKC and cannot be modified or changed in any way unless in writing signed by me and KKC.
9. **PHOTO USE.** I authorize KKC to use my photographic image for any advertising or commercial purpose.

By signing this agreement, I realize that if anyone is hurt or killed, or if property is damaged during my participation in this KKC activity, I will have freely given up my right to make a claim or file a lawsuit against KKC, even if they caused or contributed to the injury, death, or damage. I recognize that fishing charters and wilderness recreation are inherently dangerous and I am participating in this activity despite the risks. KKC has made no representations about the safety of this 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.

Parents or guardians must sign on behalf of children under 18 years old.

SIGNATURE OF PARTICIPANT/PARENT/GUARDIAN: _____

PRINT NAME: _____ DATE: _____