

## WAIVER AND RELEASE AGREEMENT

Please read carefully before signing

This is a release of liability and waiver of certain legal rights

In consideration for my being permitted to participate in the activities of ALASKA'S BEARCLAW LODGE, I agree to the following Waiver and Release:

I acknowledge that fishing has inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. Water hazards in boating and wading in the rivers including drowning;
2. Hiking in rugged country;
3. Injuries from fishing equipment and other participants;
4. Encounters with wildlife, animals, and insects;
5. Temperature extremes;
6. Inclement weather conditions and unavailability of immediate medical attention in the wilderness in case of injury.

I understand the risks, hazards, and dangers of fishing and have had the opportunity to discuss them with ALASKA'S BEARCLAW LODGE. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF ALASKA'S BEARCLAW LODGE WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS, ALASKA'S BEARCLAW LODGE, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of ALASKA'S BEARCLAW LODGE or from some other cause. I, for myself, my heirs, my successors, executors, and subrogees, further agree not to sue ALASKA'S BEARCLAW LODGE as a result of any injury, paralysis, or death suffered in connection with my use and ALASKA'S BEARCLAW LODGE participation in the activities thereof.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Number

If under eighteen years of age, parent, guardian, or custodian must sign the following indemnification:

**INDEMNIFICATION**

In consideration for the above minor being permitted by \_\_\_\_\_ to participate in the activities of ALASKA'S BEARCLAW LODGE which include, without limitation, the use of its services, animals and equipment, I agree to the following waiver, release, and indemnification:

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend ALASKA'S BEARCLAW LODGE, their directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE made or bought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of ALASKA'S BEARCLAW LODGE and his or her use of the property, animals, if any, and facilities of ALASKA'S BEARCLAW LODGE. I, for myself and on behalf of said minor, further agree not to sue ALASKA'S BEARCLAW LODGE as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of ALASKA'S BEARCLAW LODGE.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent, Guardian or  
Custodian of Minor

\_\_\_\_\_  
Print Name of Minor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness