

# RELEASE AND COVENANT NOT TO SUE

Read This Document Carefully

If the terms stated herein are acceptable to you, please sign and return this document to Becharof Lodge on Egegik River LLC. The signing of this document is required by our insurance company and is a condition precedent to your presence and stay at Becharof Lodge on Egegik River LLC.

The undersigned (herein "Guest") has made reservations with Becharof Lodge on Egegik River LLC (herein "the Lodge") located on the Egegik River, Alaska. Guest acknowledges that Guest intends to sport fish and sightsee while a guest at the Lodge. Guest further acknowledges that during Guest's stay at the Lodge, Guest may be exposed to numerous, sudden, and serious dangers including, but not limited to: (i) injury or death arising from or related to travel in a single engine aircraft on floats or wheels, (ii) injury or death arising from unsafe or dangerous operations of the boat from which Guest will travel in or sport fish from, (iii) accidental injury or death, (iv) injury or death arising from or related to unsafe or dangerous premises or conditions within the Lodge property, and, (v) injury or death resulting from any activity in which Guest may be involved during the Guest's stay at the Lodge. In consideration for the right to be a guest at the Lodge, Guest agrees to the following:

(1) Guest indemnifies and holds harmless the Lodge, its officers, directors, members, agents, and employees from any and all injuries, death, emotional distress, damages, losses, liabilities, costs or claims of any sort whatsoever including, but not limited to, those described in subparts through, above, arising from or related to Guest's stay as a guest at the Lodge regardless of when such injury, death, emotional distress, damages, losses, liabilities, costs, or claims occur and regardless of any negligence by the Lodge, its officers, directors, members, agents, and employees;

(2) Guest assumes all risks including but not limited to those described in subparts through, above, arising from or related to Guest's stay at the Lodge regardless of when such risk occurs and regardless of any negligence by the Lodge, its officers, directors, members, agents, and employees;

(3) Guest releases and promises not to sue the Lodge, its officers, directors, members, agents, and employees from any and all such injury, death, emotional distress, damages, losses, liabilities, costs or

claims including, but not limited to those described in subparts through above, regardless of when they occur and regardless of any negligence by Lodge, its officers, directors, members, agents, and employees; and,

(4) Guest further agrees that should Guest bring a civil action against the Lodge, its officers, directors, members, agents, and employees for whatever reason, the same shall be filed in the Superior Court for the State of Alaska at Ketchikan. Guest further agrees that in such an event that a civil action is filed by Guest against the Lodge, its officers, directors, members, agents, and employees, that the laws of the State of Alaska shall apply.

(5) Guest further agrees that in the event a civil action is filed against Lodge, its officers, directors, members, agents, and employees, that Guest does hereby waive the Guest's right to have the matter heard by a jury.

Guest certifies that Guest has read the above indemnification, hold harmless, release and covenant not to sue, that Guest fully understands the contents and that Guest is of sound mind and fully aware of the responsibilities and risks that Guest is thereby assuming, and of the rights given up herein. Guest further affirms and acknowledges that the same shall be binding on Guest's family, heirs, successors, subrogates, personal representatives, administrators and assigns under this instrument.

**Signature of Guest** \_\_\_\_\_  
**required**

**Date** \_\_\_\_\_  
**required**