

RELEASE, INDEMNIFICATION, HOLD HARMLESS, ASSUMPTION OF RISK AND COVENANT NOT TO SUE

READ THIS DOCUMENT CAREFULLY

**SALMON FALLS RESORT, LLC
KETCHIKAN, AK 99901**

In consideration of the undersigned (herein "Guest") being permitted to stay at Salmon Falls Resort (herein "the Resort") located in Ketchikan, Alaska and acknowledging that Guest may observe or participate in activities under the auspices of the Resort, including but not limited to sport fishing for halibut, salmon and rock fish, kayaking, boating, jet boating, stand-up paddle boarding, biking, hiking, lawn games, fishing, hunting, swimming, hot tubbing, exercising, or any other sport or activity (hereinafter the "Events") while a guest at the Resort, Guest hereby acknowledges:

(1) Guest acknowledges that during Guest's stay at the Resort, Guest may be exposed to numerous, sudden, and serious dangers including, but not limited to: (i) injury or death arising from or related to unsafe or dangerous conditions that occur during Events or while staying at the Resort, (ii) injury or death arising from or related to unsafe or dangerous premises or conditions on the Resort property, and/or (iii) injury or death resulting from any Event in which Guest may be involved during the Guest's stay at the Resort.

(2) GUEST INDEMNIFIES AND HOLDS HARMLESS THE RESORT, its officers, directors, members, agents, and employees FROM ANY AND ALL INJURES, DEATH, EMOTIONAL DISTRESS, DAMAGES, LOSSES, LIABILITIES, COSTS OR CLAIMS OF ANY SORT WHATSOEVER including, but not limited to, those described in subparts (i) through (iii), above, arising from or related to Guest's stay as a guest at the Resort regardless of when such injury, death, emotional distress, damages, losses, liabilities, costs, or claims occur and REGARDLESS OF ANY NEGLIGENCE BY THE RESORT, ITS OFFICERS, DIRECTORS, MEMBERS, AGENTS, AND EMPLOYEES;

(3) GUEST ASSUMES ALL RISKS including but not limited to those described in subparts (i) through (iii), above, arising from or related to Guest's stay at the Resort regardless of when such risk occurs and REGARDLESS OF ANY NEGLIGENCE BY THE RESORT, ITS OFFICERS, DIRECTORS, MEMBERS, AGENTS, AND EMPLOYEES;

(4) GUEST RELEASES AND PROMISES NOT TO SUE the Resort, 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 (i) through (iii) above, regardless of when they occur and REGARDLESS OF ANY NEGLIGENCE BY RESORT, ITS OFFICERS, DIRECTORS, MEMBERS, AGENTS, AND EMPLOYEES; and,

(5) Guest ASSUMES FULL RESPONSIBILITY FOR ANY BODILY INJURY, DEATH OR PROPERTY INJURY arising out of or related to the Events WHETHER CAUSED BY THE NEGLIGENCE OF THE RESORT, ITS OFFICERS, DIRECTORS, MEMBERS, AGENTS, AND EMPLOYEES or otherwise.

(6) AGREES that this Release, Indemnification, Assumption of Risk and Covenant Not to Sue extends to all acts and negligence by the Resort, its officers, directors, members, agents, and employees or otherwise, INCLUDING NEGLIGENT RESCUE OPERATIONS, and is intended to be as broad and inclusive as is permitted by the law of Alaska and that if any portion thereof is held invalid it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(7) Guest further agrees that should Guest bring a civil action against the Resort, 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 event that a civil action is filed by Guest against Resort, its officers, directors, members, agents, and employees, that the laws of the State of Alaska shall apply.

(8) Guest further agrees that in the event a civil action is filed against Resort, 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 RELEASE, INDEMNIFICATION, HOLD HARMLESS, ASSUMPTION OF RISK 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 HEREBY 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: _____ Date: _____
Print Name of Guest _____ Birth Date: _____
Address/Phone Number: _____

Parent or Guardian of Minor

The undersigned being the parent or guardian of the above-named minor, hereby accepts the above terms and conditions of this instrument for and on behalf of said minor, and gives the minor permission and consent to participate in the Resort activities. The undersigned acknowledges that they are waiving any and all rights that said minor or ward may have to bring a civil action against Resort, its officers, directors, members, agents, and employees for any damages, including injury or death, to the same extent an adult participating in Resort activities is required to waive such right. The undersigned consents to the terms stated herein and to said minor's participation in all activities offered by the Resort.

Signature of Parent or Guardian: _____ Print
Name of Parent or Guardian: _____
Describe Relationship with Minor: _____

PLEASE EMAIL, FAX OR MAIL THIS COMPLETED FORM BACK AS WE MUST HAVE IT PRIOR TO YOUR ARRIVAL AT THE RESORT.

Mail to:
P.O. Box 5700
Ketchikan, AK
99901

Please fax to:
(907) 225-2710

Please email to:
info@salmonfallsresort.com