

Assumption of Risks and Liability Release and Fair Chase Agreement

This is a legal contract, read carefully before deciding whether to sign.

Warning: Outdoor Activities can be dangerous, you can be seriously injured or die!

In consideration of permitting me, _____, to participate in Outdoor Activities

I agree to the following:

By signing this document I understand and agree that certain Outdoor Activities, including without limitation, hunting, fishing, hiking camping, shooting, travel via bush plane, recreational vehicle, foot and/or boat and/or other activities while a guest of and/or en-route to and/from Litzen's Lodge in interior Alaska or brown bear hunting from boat on the Alaska Peninsula (hereinafter collectively and without limitation referred to as "Outdoor Activities"), can be dangerous.

I voluntarily assume all risks associated with such activities including unforeseen risks. I understand the fact that these risks may cause me serious personal injury or death and I accept these risks, whether the risk is specifically stated or not, and knowingly choose to participate.

I agree to be responsible for my own safety and well-being. I agree that it is my responsibility to be physically, medically and mentally fit to participate in all Outdoor Activities. I agree to be responsible for my equipment and to make sure it is functioning properly. I will not hold anyone responsible for my failure to inspect any of the equipment that I may use. I understand that my safety is not guaranteed.

I understand that a trip to Litzen's interior lodge, or Sand Point AK, or their camps by definition requires travel by bush plane and will likely require transportation via vehicles, foot, and or boat. The country can be rugged and/or steep requiring a certain physical and mental ability. The lodge and its camps are remote in distance and time from modern medical facilities. Although every effort is made at all times to insure rapid communications such has its limitations. Hunting, fishing, outdoor recreation activities, and travel through the Alaskan bush has inherent risks which can and may result in serious injury and/or death. Wildlife, insects, weather and altitude also may create risk to my life and health.

I understand that all activities specifically including without limitation all hunting and fishing is to be conducted 100% in compliance with all applicable Alaska State and Federal regulations and in any case will be conducted in a fair chase manner. It is my responsibility to insure that I am in compliance with and familiar with these regulations.

Guides when present will provide as much guidance and information as possible however, it is ultimately my decision to shoot and I am ultimately responsible for the results of my shot and the quality of any game taken and the recovery and preservation of that game as well as transportation to its ultimate destination within applicable laws, rules, regulations and statutes. It is my responsibility to be familiar with regulations that may impact the import or export of any trophy taken.

I have the final right to take or pass on any shot only after approval by my guide and I am solely responsible for my decision to shoot, or not.

I agree to advise my guide, prior to participation in any Outdoor Activities, of any pre-existing mental, physical, medical or other condition that may in any way affect my ability to participate in such. I agree that I will not continue in conditions or at times that are beyond my abilities or comfort level and if conditions change, become dangerous or are unplanned or cause me to feel uncomfortable, I will inform my guide and abort the activity immediately. Should I become ill or injured or uncomfortable in any way I will immediately advise my guide and take action to correct my

condition. I understand that activities will be conducted in sites remote in time and distance, from medical care. I accept these risks and still choose to participate. I agree that I should have personal accident, evacuation and medical insurance and represent that I either have it or choose to participate without it.

I agree that it is my responsibility to advise my family, heirs, assigns and beneficiaries that Outdoor Activities are dangerous and that I could be seriously injured or die while participating in such and I have advised them of these risks. I hereby agree that I, or my estate, shall be liable for any claim brought on my behalf by my family, estate, heirs, or others arising from my injury or death while participating in Outdoor Activities.

I AGREE TO RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE, Michael Litzen, Litzen Guide Service, their guides , and their owners, officers, directors, contractors, staff, agents, employees or volunteers (hereafter "Released Parties") from all liability to myself, my family, heirs, assigns and beneficiaries, for any risks, loss, property damage, personal injury, disability and/or death that may arise, due to NEGLIGENCE, WHETHER FORESEEN OR UNFORESEEN, WHETHER CAUSED BY AN ACT AND/OR A RESULT OF AN IMPROPER ACT AND/OR AS RESULT OF NO ACTION, INCLUDING NEGLIGENCE OF MY OWN, ANY RELEASED PARTY OR OTHERWISE. I agree to release, waive, discharge, not sue, indemnify, save, and hold harmless the Released Parties, whether specifically named or not, for any and all claims, demands, damages, actions, cause of action and lawsuits of any nature by me, my estate, family, heirs, assigns or beneficiaries, for claims arising during the course of or after the Outdoor Activities in question.

I have read and agree to this Assumption of Risks and Liability Release and Fair Chase Agreement. I fully understand it's terms and understand that I give up substantial rights by signing it, I am aware it is a contract and not a mere recital, I am aware of its legal consequences, and I am signing it of my own free will, voluntarily without inducement or duress, and I understand it is an unconditional complete release of all liability to the greatest extent provided by law. If any portion of this document is found to be unenforceable or invalid, the remainder of the document shall have full force and effect, furthermore, I agree to this document without modification of the printed text and without further assurances or warranties, which would modify my understanding of the document. I have advised my family that I have given up their rights to sue and that I or my estate will be liable for any damages they may pursue against the Released Parties.

Participant's Name, (print)	Participant's signature	Date
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Address: _____

City: _____ State _____ Zip _____

Telephone: _____ Email: _____

If the participant is under the age of 21, then the parent or guardian must sign this agreement and agree to be legally bound by it and furthermore be legally responsible for the minors participation, including being responsible for all damage, injury or death which may occur as a result of the minor's participation in Outdoor Activities. The parent or guardians hereby agrees to be fully responsibility to the released parties for any damage, injury or death caused by the minor, including actions brought by the minor, for any damages whatsoever.

Parent or Guardian Name (print)	Parent or Guardian's Signature	Date
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