



## Release, Waiver, Indemnification and Assumption of Risk

Please fill this form out, print, sign and send with your registration form.

Participant Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Home Address: \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Dates of Travel: \_\_\_\_\_ Weight: \_\_\_\_\_

Preferred # of guests in our boat: \_\_\_\_\_

Activities associated with any vacation at Calder Mountain Lodge may include:

- Sport fishing • Sightseeing • Clam digging • Wildlife viewing • Hiking • Boating • Flying

The undersigned participant, or legal guardian if the participant is under the age of eighteen (18), does hereby execute this Release, Waiver and Indemnification for the participant and agrees and represents as follows:

I am aware that during my participation in the above listed activities that certain dangers may occur, including but not limited to death, permanent paralysis, injuries, accidents, illness, and the hazards and forces of nature, all of which are part of the normal high risk potential associated with participation in the various physical and/or travel activities involved with a stay at Calder Mountain Lodge.

I understand that fish may spoil as a result of power failures or other such unforeseen problems.

In consideration of, and as part of payment for, the right to participate in these activities and services arranged for me by Calder Mountain Lodge, I have and do hereby assume all the above-mentioned risks and any other risks reasonably arising out of my participation in the above-mentioned activities. I will indemnify and hold harmless Calder Mountain Lodge, its owners, employees, and all other representatives from any and all liability, actions, debts, claims, demands of every kind and nature whatsoever, losses, damages, and costs including but not limited to, bodily injury or property damage, which may arise out of or in connection with my participation in activities associated with Calder Mountain Lodge.

The terms thereof shall serve as a release and assumption of risk, and be binding upon all of my heirs, executors, administrators, and for all members of my family, including any minors. This indemnification shall include attorneys' fees incurred in defending any claim or judgment and incurred in negotiating any settlement in regard to any claim.

I understand that any photos taken by Calder Mountain Lodge staff, or sent to Calder Mountain Lodge by me, will become the property of Calder Mountain Lodge. I release for marketing purposes any and all such photos. These photos may be used on the Calder Mountain Lodge web site, in brochures, or in other marketing materials.

I understand that I will be held responsible for all equipment - such as boats, motors, poles, reels, etc. - while in my use. If damage occurs because of negligence on my part I will pay all fees associated with replacement or repair.

I, the undersigned, have read the Release, Waiver, Indemnification, and Assumption of Risk and understand its terms and the risks involved and accept these terms and risks. I understand and agree by my signature hereon that I have had the opportunity to discuss this document with anyone that I might choose and that I freely sign it. I execute this document as consideration and part-payment for the right to participate in the aforementioned activities associated with Calder Mountain Lodge and with the full knowledge that by signing this document I have waived all my legal rights that I would have otherwise been entitled to enforce. I declare under penalty of perjury of the laws of the State of Alaska that the foregoing is true and correct.

Signature of Participant (or legal guardian)

\_\_\_\_\_ Date: \_\_\_\_\_