

# 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, horseback, foot and/or boat and/or other activities while a guest of and/or en-route to and/or from The Perrins' Rainy Pass Lodge LLC, Kodiak Safaris, Steve and Denise Perrins and/or Buckey Winkley (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 The Perrins' Rainy Pass Lodge and or Kodiak Safaris or their camps by definition requires travel by bush plane and will likely require transportation via vehicles, horseback, 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, horseback riding, outdoor recreation activities, and travel through the Alaskan bush has inherent risks which can and may result in serious injury and/or death. Wildlife, domestic stock, 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,

