

**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 El Capitan Lodge. The signing of this document is required by our insurance company and is a condition precedent to your presence and stay at El Capitan Lodge.**

The undersigned (herein "Guest") has made reservations with El Capitan Lodge (herein "the Lodge") located on Prince of Wales Island in Southeast Alaska. Guest acknowledges that Guest intends to sport fish for halibut, salmon and rock fish 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, (ii) injury or death arising from unsafe or dangerous operations of the small boat from which Guest will sport fish, (iii) injury or death arising from or related to unsafe or dangerous conditions of the small boat from which Guest will sport fish, (iv) accidental injury or death, (v) injury or death arising from or related to unsafe or dangerous premises or conditions within the Lodge property, and, (vi) 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 (i) through (vi), 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 (i) through (vi), 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 (i) through (vi) 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 event that a civil action is filed by Guest against 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: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name of Guest \_\_\_\_\_ Age: \_\_\_\_\_  
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 Lodge 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 Lodge, its officers, directors, members, agents, and employees for any damages, including injury or death, to the same extent an adult participating in Lodge 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 Lodge.

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 LODGE-**

**Mail to:**  
El Capitan Lodge  
P.O. Box 1174  
Craig, AK 99921

**Please fax to:**  
888-529-8837  
No cover letter required

**Please email to:**  
info@elcapitanlodge.com