

PARTICIPANT AGREEMENT: RELEASE OF LIABILITY AND ASSUMPTION OF RISK

Please Read Both Pages Of This Document Carefully. It Contains Important Information. Please sign and fax back to Waterfall Resort at 907-225-8530. This document can also be printed off the waterfall web page at <http://www.waterfallresort.com/>

This agreement is between Waterfall Resort, Ltd. its agents, owners, officers, directors and employees and all other persons or entities associated with it (collectively referred to below as "Waterfall Resort") and _____ (Name of Participant), _____ (Phone number),
_____(Name the reservation is under if not your own).

The parties agree as follows:

Introduction: Welcome to Waterfall Resort. We run a world class remote fishing resort and will do everything possible to ensure you enjoy your stay. There are a few risks inherent in your stay with us that may not be obvious and which we want to warn you about. Many of the risks cannot be eliminated without jeopardizing the essential quality of your visit. Since an accident could result in property damage, physical or emotional injury or death to you or others, it is important to us that you are aware of the risks.

Trip Activities & Risks: As part of your Trip with Waterfall Resort you will travel by small plane to and from the resort. You will use steep ramps, cross what are often wet slippery docks; load and unload yourself and gear onto and from small planes and boats; fish in what can be rough water; and come within close proximity to wild animals. You may also choose to hike on the trails near the resort. These activities and those not specifically stated entail risks including, but not limited to: slipping and falling; water hazards; drowning; exhaustion; hypothermia; prolonged exposure to cold water; boating and/or navigational hazards; cold, heat, sun, snow, rain, fog and wind; guide misjudgment; negative reaction from air or waterborne bacteria or virus. In the event of an accident, there could be prolonged delay in obtaining medical assistance. Due to the remote areas in which the Waterfall Resort operates, evacuation to medical facilities could take 24 hours or longer. We could also experience communication failures and breakdowns or faulty equipment. Please understand that the description of activities and risks is not intended to be a complete listing of all possible activities and risks, and we ask you to acknowledge that the Trip may include other risks that could result in property loss or damage, physical or emotional injury, or death.

Free-time Activities: The Trip may allow for free time activities in which you are unaccompanied by a guide or other person acting on behalf of Waterfall Resort. You acknowledge that free time activities are at your sole risk and Waterfall Resort is not responsible for injury or loss arising from or in any way related to my participation in free time activities.

Acknowledgement: You are aware that the activities and risks listed above and otherwise mentioned in this Agreement include risk of property loss or damage, physical or emotional injury, or death to you and/or others. We understand that your participation in this trip and all included activities is purely voluntary.

Disclosure of Information and Assumption of Risk: I have read all information applicable to the Waterfall Resort Trip that I am to participate in and have properly filled out all required forms and information. I agree to assume the inherent risk of any loss or injury that arises from or relates to events occurring during my visit to the resort. I am in good health and there are no special problems that prevent me from engaging in the Trip's activities.

Independent Contractors: Waterfall Resort sometimes employs independent contractors for services, including transportation. Waterfall Resort does not retain control over these entities and will not be liable for any acts, negligent or willful, or failure to act of any such person, entity or third party.

Mediation, Choice of Law, Venue: Any dispute between Waterfall Resort and me, my heirs, successors, parents or guardians concerning, relating, or referring to this Agreement, the Trip, or any information and/or literature concerning the Trip shall be resolved exclusively in the state of Alaska, city of Ketchikan. Such proceedings shall be governed by substantive Alaska law. If I have a legal dispute which cannot be settled through discussions between the parties, I will attempt to settle the dispute first through mediation before a mutually acceptable mediator in the state of Alaska.

RELEASE OF LIABILITY: I HAVE READ, UNDERSTAND, AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY SIGNING BELOW, I AGREE AND PROMISE TO ACCEPT AND ASSUME ALL OF THE INHERENT RISKS ASSOCIATED WITH THE ACTIVITIES WHICH I MAY CHOOSE TO ENGAGE IN. I FURTHER ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT, I AM RELEASING WATERFALL RESORT FROM LIABILITY FOR ACTS OR OMISSIONS WHICH MAY OCCUR IN THE FUTURE TO THE EXTENT PROVIDED HEREIN. This Release shall be binding upon the undersigned and their assignees, subrogees, distributees, heirs, next-of-kin, executors, personal representatives, and administrators of the signatories.

Signature of Participant: _____ Date: _____

Print Name: _____

PARENT OR GUARDIAN:

I, as parent or legal guardian of the above-named minor, give permission for him/her to participate in the Waterfall Resort Trip. I acknowledge that I have carefully read this Agreement, Release and Acknowledgement of Risk. I acknowledge that I am waiving any and all rights that my child or ward may have to bring a lawsuit against Waterfall Resort for any damages, including injury or death, to the same extent an adult on the trip is required to waive such rights. I consent to the terms and allow my child or ward to participate in the Trip. I agree to monitor and control my child or ward's activities during our Trip.

Signature: _____ Date: _____
(Of Parent or Legal Guardian if a minor)

Print Name: _____