



**A copy of this completed Permit must be left in the front windshield of Permittee's vehicle(s) when Permittee is engaged in the permitted activity on Eklutna, Inc.'s land.**

\*\*\*\*\*For Office Use Only\*\*\*\*\*

Permit # \_\_\_\_\_

Approved [ ] Disapproved [ ] Date: \_\_\_\_\_

Fees paid (unless a member of household of an Eklutna, Inc. shareholder): \$ \_\_\_\_\_

Comments: \_\_\_\_\_

Land Dept. \_\_\_\_\_

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

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Permittee: \_\_\_\_\_

Phone Number \_\_\_\_\_

Address: \_\_\_\_\_

Surface Estate Location: T \_\_\_\_\_ R \_\_\_\_\_ Sec. \_\_\_\_\_ (please attach a map)

Permit valid until \_\_\_\_\_

Member of household an Eklutna, Inc. shareholder? \_\_\_\_\_

Proof of medical insurance (unless a member of household of Eklutna, Inc. shareholder?) \_\_\_\_\_

This Permit is issued for the purpose of: \_\_\_\_\_

Other persons engaged in this activity with Permittee, each of whom must obtain his/her own permit: \_\_\_\_\_

**READ THIS CAREFULLY:**

1. I agree that I assume all risk of, and I hereby waive and release the below-defined Eklutna Entities from, all claims for, personal injury or death, damage to or loss of my personal property, economic damage or loss, and any other damage or loss to me arising out of or related in any way to any of the following, even if such injury, death, damage or loss is due to the negligence or other fault of any of the Eklutna Entities: (a) my presence or my activities upon Eklutna, Inc.'s land; (b) my acts or omissions; (c) acts or omissions by any other person or entity (including without limitation the Eklutna Entities) in, on or about Eklutna, Inc.'s land; or (c) any conditions found in, on or about Eklutna, Inc.'s land. I further agree to indemnify, defend and hold harmless the Eklutna Entities from and against all claims, charges, demands, suits, loss, liabilities, penalties, damages, costs, or expenses (including actual attorney's fees and expenses incurred in defense thereof) for injury to or death of persons, damage to or loss of property, direct or indirect economic damage or loss, or any other injury, damage or loss, arising out of or related in any way to any of the following, even if such injury, death, damage or loss is due to the negligence or other fault of any of the Eklutna Entities: (a) my presence or my activities upon Eklutna,

Inc.'s land; or (b) acts or omissions by me or by any person or entity within my reasonable control in, on or about Eklutna, Inc.'s land, including without limitation any breach of any provision of this Permit by me or by persons or entities within my reasonable control. This paragraph does not in any way limit the protections afforded to Eklutna, Inc. under AS 09.65.200. As used in this paragraph, "Eklutna Entities" means, collectively and severally, Eklutna, Inc., its parent and subsidiary and related corporations, and its and their respective shareholders, parent and subsidiary and related corporations, directors, employees, agents, subcontractors, attorneys, insurers, successors and assigns.

2. I may not enter upon Eklutna, Inc. land and will have no rights under this Permit unless and until it is approved and executed by Eklutna, Inc.

3. I will comply with the following terms and conditions:

a. I shall observe all federal, state and local laws and regulations applicable to Eklutna, Inc.'s land or my activities.

b. I shall take all reasonable precautions to prevent and suppress forest, brush and grass fires and prevent pollution of waters on or in the vicinity of Eklutna, Inc.'s land.

c. I shall not disturb, cut, remove or displace any materials on Eklutna, Inc. land not specifically allowed by this Permit without first obtaining prior written authorization from Eklutna, Inc. to do so.

d. If requested, I shall make a report to Eklutna, Inc., in writing, on all matters relevant to the character, progress and results of my operations on Eklutna, Inc.'s land. Upon completion of my activities, I shall notify Eklutna, Inc. in writing.

e. I shall not operate any equipment outside of approved permit boundaries without prior written approval by Eklutna, Inc.

f. No termination or expiration of this Permit shall affect the liability assumed or any indemnity given by me in respect of acts or things which shall have been done or have happened before the date of the termination or expiration of this permit.

g. Any structure, property or land harmed or damaged by me during permitted activities shall be reconstructed, repaired, rehabilitated, and restored as may be required by state and federal resource agencies and Eklutna, Inc., by me as soon as practicable, so that the condition thereof, at the sole discretion of Eklutna, Inc., is at least equal to the condition thereof immediately prior to such damage or destruction.

h. I shall ensure that the land, private property, cabins and ruins remain treated with care and respect.

i. I shall keep all animals leashed or otherwise under my control when using Eklutna, Inc. land.

j. I shall coordinate with neighbors or other property owners for access to get to Eklutna, Inc. land.

k. I will not use firearms, live rounds, blank rounds or animal-training pistols on Eklutna, Inc. land.

l. Eklutna, Inc. permits do not convey any interest in land or any exclusive right to use the land. Eklutna, Inc. reserves the right to allow others to enter and use its land.

m. Without limiting the indemnity herein, I am responsible for any damages or injury caused by my activities on Eklutna, Inc.'s land.

n. Within three (3) months of the signing date, I will give Eklutna, Inc. copies of all materials resulting from any geotechnical investigations, including reports, logs, laboratory analyses, and the like performed by me relating to Eklutna, Inc.'s land.

o. I will not leave trash, spilled fuel, or litter will be on Eklutna, Inc. land.

p. I will carry a garbage bag with me during my time of access and remove garbage or trash I come across.

q. I will maintain at all times during the term of this Permit medical insurance in such amounts as Eklutna, Inc. may reasonably require.

r. I will not invite any persons to accompany me on Eklutna, Inc.'s land unless that person is a family member listed on this permit or has his/her own permit from Eklutna, Inc.

s. I will park all vehicles in accordance with applicable state and local laws and in a manner designed to cause the least possible damage to Eklutna, Inc.'s land and vegetation.

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Signature of Permittee

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Date