



Release, Waiver, Indemnification and Assumption of Risk

Participant Name _____ Date of Birth _____

Home Address _____

Email Address _____ Phone _____

Dates of Travel _____

Activities associated with any vacation at Miracle Bay, Coffman Cove Alaska may include:

Sport fishing, Hunting, Clam Digging, Crabbing, Sightseeing, 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 Miracle Bay. I also understand that fish may spoil because 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 Miracle Bay, 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 Miracle Bay, its owners, employees, and all other representatives from any and all liability, actions, debts, claims and 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 Miracle Bay.

The terms thereof shall serve as a release and assumption of risk and be binding upon all 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 regarding any claim.

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

I understand that I will be held responsible for all equipment such as vehicles, canoes, 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. This includes damaged due to any contact with rocks by boats or motors and any poles or reels lost or damaged.

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 Miracle Bay 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 last of the State of Alaska that the foregoing is true and correct.

Signature of Participate (or legal guardian)

_____ Date _____

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