

# SPECIAL WAIVER AND RELEASE OF LIABILITY



Leisnoi, Inc. grants permission to \_\_\_\_\_ (name of applicant) to \_\_\_\_\_ (type of permit and intended use of Leisnoi land). In consideration for being allowed to access Leisnoi, Inc. Lands, the undersigned agrees to the following:

1. I acknowledge to follow and abide by the Leisnoi Land Permits - Terms & Conditions for the said intended use stated above for the lands owned by Leisnoi, Inc. located on Kodiak Island, Alaska. There are various risks and hazards associated with wilderness settings and outdoor activities not limited to falling or tripping on roots, rocks, cliffs, mud, wildlife such as bears, frostbite and hypothermia, and all other dangers associated with land access and permit related activities. Furthermore, adequate medical or emergency care may not be readily available.
2. I hereby waive and release, and agree not to hold Leisnoi, Inc. and its agents, contractors, officers, directors and employees from any and all claims, losses and damages of any kind by reason of injury or damage to persons or property, including death, to myself or any member of my group, sustained at any time (now or in the future) in connection with said land access or any related permit activities, whether or not resulting from or caused to any degree negligence, or from unknown causes, except to the extent such injury or damage is solely resulting from or caused by active gross negligence or willful misconduct of the persons released. I agree to indemnify and defend Leisnoi, Inc. and all other released persons against all expenses, including attorney fees, court costs that they may incur as a consequence of any claim I have waived or that they may suffer as a result of a claim by someone else because of my misconduct, inadequate skills, or negligence with respect to the activities of said program.
3. I have read, understand and accept the terms of this Special Waiver and Release of Liability, and the Leisnoi Land Permit - Terms & Conditions and I am aware that this is a legal, binding document giving up substantial legal rights, and I sign it voluntarily. I understand I can decline to sign this Special Waiver and Release of Liability and will not be allow access on Leisnoi, Inc. lands without a permit. This Special Waiver and Release of Liability will be effective and binding upon me from the date a permit is issued until the end of the calendar year. If I am signing on behalf of a special interest group, I represent that I have the authority to do so and I will indemnify and defend Leisnoi, Inc. and the other released persons against any claims asserted by or behalf of the special interest group to the same extent such claims are released by the Special Waiver and Release of Liability.

	Applicant's Name	LEISNOI, INC.
Name (print):		
Signature:		
Address:		Anchorage Office: 101 W. Benson Blvd., Suite , Anchorage, AK 99503  Kodiak Office : 326 Center Ave, Suite 206, Kodiak, AK 99615
Telephone:		907-222-6900 Anchorage 907-512-2055 Kodiak
Date Signed:		

I have received a copy of both the Leisnoi Land Permit - *Terms & Conditions* Brochure and an executed copy of this Special Waiver & Release of Liability. \_\_\_\_\_ Initial

Date Waiver and Release of Liability EXPIRES: \_\_\_\_\_