



## KEY REQUEST, AGREEMENT & WAIVER

PRINTED NAME: \_\_\_\_\_

ARE YOU A CAPE FOX CORPORATION SHAREHOLDER?  Yes  No

MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VEHICLE DESCRIPTION & LICENSE PLATE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CELL PHONE: \_\_\_\_\_ Email: \_\_\_\_\_

LAND ACCESS REQUESTED: \_\_\_\_\_ REASON FOR ACCESS: \_\_\_\_\_

**I ACKNOWLEDGE THAT I HAVE RECEIVED THE CAPE FOX CORPORATION KEY & TAG CONTROL GUIDELINES. I UNDERSTAND THAT THE KEY AND TAG(S) ARE ISSUED TO ME FOR 2 WEEKS AND I AM REQUIRED TO PAY A \$50 CASH DEPOSIT PER KEY AND TAG(S). FAILURE TO RETURN THE KEY AND TAG(S) TO CFC WITHIN 2 WEEKS WILL RESULT IN LOSS OF THE \$50 CASH DEPOSIT. LOCKS ARE REKEYED AT CFC'S DISCRETION. FAILURE TO RETURN A KEY WILL RESULT IN A \$300 ADMINISTRATIVE FEE AND FUTURE LAND ACCESS RESTRICTIONS. ANY UNPAID FEES OR VIOLATIONS TO CFC LANDS WILL RESULT IN RESTRICTED LAND ACCESS.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

FOR OFFICIAL USE ONLY	
APPROVE/DENY: _____	KEY & TAG# _____
METHOD PAID: _____	RECIPT# _____
APPROVED BY: _____	DATE: _____

**CAPE FOX CORPORATION  
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

In consideration for receiving permission and a gate key and tag(s) to enter Cape Fox Corporation lands, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Cape Fox Corporation, the Board of Directors of Cape Fox Corporation, their officers, agents or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in any activities on Cape Fox Corporation lands, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

I am fully aware of the risks and hazards connected with the activities of "backwoods travel" in unimproved or marginally-improved areas and I am aware that such activities include the risk of injury or even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that such risks include, but are not limited to, the following: dehydration; exhaustion; fatigue; exposure to extreme weather; rough, uneven, mountainous, aqueous or otherwise dangerous terrain; general slips/trips/falls while traveling such terrain; slippery surfaces; bear attacks; wolf attacks; mountain lion attacks; attacks by other wild and dangerous animals; forest fires; falls from height; falling objects; latent and/or patent defects in the land, such as holes, roots, braches, trees, and rocks; animal traps; stray bullets; miscreants and/or other dangerous people; my own negligence or inexperience dealing with these dangers; and/or the negligence of the RELEASEES. I further understand that, as a result of my encountering any or all of these risks, I may experience loss of or damage to my property, become hurt and/or injured, and/or die. I understand that Cape Fox Corporation does not require or encourage me to participate in this activity. I further understand and agree that Cape Fox Corporation provides no assurances of safety to me, whatsoever, in connection with my use of Cape Fox Corporation lands. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, which may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such activities, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise, to the fullest extent allowed by law. I AM ULTIMATELY RESPONSIBLE for my own safety during my use of or entrance upon Cape Fox Corporation lands.

I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorney's fees that may be incurred due to my participate in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

It is my express intent that this WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as RELEASE WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT shall be constructed in accordance with the laws of the State of Alaska, without regard to the choice of law provisions of any other jurisdiction, that jurisdiction and venue for any mediation, suit, or other proceeding shall exist only in Alaska and the federal or state courts of Alaska, and that all other locations shall be divested of such jurisdiction and venue. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

I acknowledge that if anyone, including myself, is hurt or killed or property is damaged during my participation in or use of Cape Fox Corporation lands, I may be found by a court of law to have waived my right to maintain a lawsuit against the RELEASEES on the basis of any claim from which I have released them herein.

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I WAS GIVEN ENOUGH TIME TO REVIEW THIS WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT, THAT I HAVE READ IT AND UNDERSTAND ITS CONTENTS, AND SIGN VOLUNTARILY AS MY OWN FREE ACT AND DEED; NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS, APART FROM FOREGOIN WRITTEN AGREEMENT, HAVE BEEN MADE; I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT; AND, UNDERSTANDING AND ASSUMING ALL RISKS AND DECIDING TO UTILIZE CAPE FOX CORPORATION LANDS OF MY OWN FREE WILL, I EXECUTE THIS AGREEMENT FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME.

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE