

Afognak People's Picnic Registration

The Afognak Peoples Picnic will be held on Saturday August 3rd, at the Afognak Village. Please contact NVA to sign up for boat transportation no later than July 29th. NVA or NVPL will contact registered guests to confirm boat departure time.

There will be a \$50 transportation fee due at registration to secure your transportation from Anton's or Port Lions. There is no cost to participants on their own boats, Afognak Native Corporation Shareholder Camp participants, or Elders (65+). Payment can be made over the phone, at the office, or by check made out to Native Village of Afognak, and mailed to the office at 115 Mill Bay Rd, Kodiak, AK 99615. Refunds will be given if the event is canceled.

Eligibility requirements: Afognak Native Corporation Shareholders plus one guest (guest is defined as an immediate family member); Shareholders or Descendants under the age of 16 cannot attend without an adult guardian or chaperone.

This is a potluck event, please bring a side dish to share. NVA will supply chips, s'mores, hotdogs and buns, condiments, water, and pirok.

Participant Information

Participant 1: _____

Participant 2: _____

Participant 3: _____

Participant 4: _____

Participant 5: _____

Emergency Contact Information:

Name: _____ Relation: _____

Contact Number: _____

Family Doctor: _____ Contact Number: _____

Physical Abilities:

Are there any physical limitations or accommodation needs that staff should be aware of?

Facilities and Environmental Conditions Acknowledgment

Afognak Village is remotely located on Afognak Island, with boat access only. Our limited facilities include the following:

- No running water
- No electricity
- Only means of transportation to and from the picnic is by charter boat (about a 45 minute boat ride). All participants are responsible to get themselves to and from Anton Larson Bay or Port Lions boat dock for their scheduled departure. Late arrival may result in missing the picnic.
- Outhouse facilities will be available.
- Participants will need to walk or climb off of the skiff and walk up the beach on arrival and load on to the boat on departure.

Assumption of Risk and Release of Liability

1. Acknowledgement of Risk. Attendants of Dig Afognak engage in all manner of outdoor wilderness activities that include hiking through wilderness and rocky tidal beaches, running, swimming, riding vehicles on the beach and along unpaved wilderness trails, boating, harvesting and preparing wild fish and game for consumption, discharging firearms, using sharp tools and knives, sheltering outdoors in tents and rustic cabins, using banyas. Dig Afognak is in a remote location that is only accessible via boat or float plane, and its facilities and equipment are not consistently maintained year-round. I recognize that there is a significant element of risk involved in attending Dig Afognak and engaging in outdoor wilderness activities, including but not limited to inclement weather, slips, trips, falls, sprains, scratches, bruises, broken bones, cuts, contusions, splinters, burns, smoke inhalation, compression injuries, animal attacks, insect bites, heat stroke, exhaustion, dehydration, getting lost, infection, bleeding, shock, capsizing, drowning, hypothermia, allergic reactions, loss of or damage to personal property, gunshot wounds, delayed medical attention, and, possibly, death.

2. Assumption of Risk. I understand that outdoor wilderness activities can be hazardous. I understand that my and my minor child/children's participation in outdoor wilderness activities at Dig Afognak will expose us to a variety of dangers that are an inherent part of Dig Afognak activities and cannot be eliminated without destroying the unique nature of the experience we are seeking through attendance at Dig Afognak. I understand that because of Dig Afognak's remote location, adequate medical or emergency care is not readily available if I or one of my minor children sustains any injury or requires medical attention of any kind. I understand and acknowledge that I and my minor child/children are participating in outdoor wilderness activities at Dig Afognak voluntarily and with the knowledge of the potential risks involved, up to and including grievous bodily injury and death. I hereby accept any and all risks of injury or death to myself and my minor child/children arising out of or in any way connected with our engagement in activities at Dig Afognak and our use of Dig Afognak's facilities and equipment.

3. Release and Indemnification. On behalf of myself and my minor children, I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Native Village of Afognak and Afognak Native Corporation and all of their agents, contractors, officers, directors, employees, and assigns from any and all claims, demands, causes of action, losses or damages of any kind which are in any way

connected with my or my minor child/children's attendance at Dig Afognak, participation in any activities at Dig Afognak, and use of Dig Afognak's facilities and equipment. This includes any such claims which allege negligent acts or omissions of Dig Afognak's agents, contractors, officers, directors, employees, and assigns. This also includes any such claims, demands, or causes of action which allege negligent acts or omissions of other Dig Afognak participants, including campers, campers' parents, volunteers, Elders, presenters, and counselors. I understand that this release does not prospectively waive any claim I or my minor child/children may have against Dig Afognak for reckless or intentional misconduct.

4. Responsibility for Medical Costs and Fees. I understand that Dig Afognak is in a remote location with no immediate access to medical facilities, medical treatment, or medical personnel. If I or my minor child/children require medical care or are evacuated from Dig Afognak for any reason whatsoever, I consent to our receiving emergency medical treatment as Dig Afognak deems may be necessary, and I agree to pay for and be responsible for all costs and fees connected with such evacuation and medical care.

5. Authorization to Use Image and Recordings. I consent to the use, publication, and display, by or on behalf of the Native Village of Afognak and Afognak Native Corporation, of any photographs, video or digital image and any reproduction thereof, and any audio recordings taken of me or my minor child/children during the Dig Afognak program, for any promotional, informational, and educational purposes. I understand that I will receive no compensation for the use of these images and recordings.

6. Voluntary Signature. I have read, understand, and accept the terms of this waiver and release. I am aware that this is a legal, binding document giving up legal rights, and I sign it voluntarily. I understand I can decline to sign this waiver and release, and not participate in Dig Afognak and its related outdoor wilderness activities. I have read, understand, and accept the terms and conditions stated in this waiver and release and acknowledge that it shall be binding upon me, my minor child/children, my heirs, my personal representatives, and my estate.

Each participant listed on page 1, or their parent or guardian if under 18 years of age, should sign.

Participant's Signature _____ Date _____

Participant's Signature _____ Date _____

Participant's Signature _____ Date _____

Participant's Signature _____ Date _____

Participant's Signature _____ Date _____



ASSUMPTION OF RISK, WAIVER, RELEASE AND INDEMNIFICATION

On August 3, 2024 the Undersigned may use transportation provided by, or arranged or paid for by, Afoznak Native Corporation (the "Transportation"). In consideration of my participation in the "Transportation", the undersigned agrees to comply with and be bound by the following terms:

1. **ASSUMPTION OF RISK.** TO THE EXTENT AFOGNAK NATIVE CORPORATION PROVIDES THE "TRANSPORTATION" ON A VESSEL, VEHICLE, AIRCRAFT OR ANY OTHER MODE OF TRANSPORT OWNED OR OPERATED BY AFOGNAK NATIVE CORPORATION OR ITS EMPLOYEES OR AGENTS, THE UNDERSIGNED IRREVOCABLY AND UNCONDITIONALLY ASSUMES ALL "RISKS" (WHICH TERM INCLUDES BUT IS NOT LIMITED TO ALL LOSSES, DAMAGES, PROPERTY DAMAGE, AND INJURIES (INCLUDING, BUT NOT LIMITED TO, DEATH AND BODILY INJURY)) ARISING FROM OR RELATED IN ANY MANNER TO THE "TRANSPORTATION." TO THE EXTENT AFOGNAK NATIVE CORPORATION PROVIDES SERVICES IN ARRANGING FOR OR PAYING FOR THE "TRANSPORTION" BY UNRELATED THIRD PARTIES, THE UNDERSIGNED IRREVOCABLY AND UNCONDITIONALLY ASSUMES ALL "RISKS" ARISING FROM OR RELATED IN ANY MANNER TO SUCH SERVICES. TO THE EXTENT ALLOWED BY LAW, THE UNDERSIGNED AGREES THAT IT IS RESPONSIBLE FOR ITS OWN SAFETY AND ANY OF ITS EMPLOYEES OR AGENTS WHILE PARTICIPATING IN THE "TRANSPORTATION".

2. **RELEASE, WAIVER AND INDEMNIFICATION.** THE UNDERSIGNED, ON BEHALF OF ITSELF, THE UNDERSIGNED'S HEIRS, SUCCESSORS, ASSIGNS, EXECUTORS, AGENTS, ATTORNEYS, EMPLOYEES, AND ALL PERSONS WHO MAY CLAIM UNDER, BY OR THROUGH THE UNDERSIGNED, AGREE TO THE FULLEST EXTENT PERMITTED BY LAW AS FOLLOWS:

I. TO DEFEND, INDEMNIFY AND HOLD HARMLESS AFOGNAK NATIVE CORPORATION, ITS RESPECTIVE FORMER AND CURRENT SUBSIDIARIES, AFFILIATES, PARENTS, PARTNERS, RELATED COMPANIES OR ENTITIES, AND EACH OF THEIR RESPECTIVE FORMER AND CURRENT OWNERS, MEMBERS, SHAREHOLDERS, OFFICERS, DIRECTORS, PARTNERS, REPRESENTATIVES, AGENTS, EMPLOYEES, INSURERS AND REINSURERS, ATTORNEYS, SUCCESSORS AND ASSIGNS, BOTH INDIVIDUALLY AND IN THEIR BUSINESS CAPACITIES ("RELEASEES"), FROM AND AGAINST ALL CLAIMS, LIABILITIES, DAMAGES, PROPERTY DAMAGE, INJURIES (INCLUDING, BUT NOT LIMITED TO, DEATH AND BODILY INJURY), SUITS, LOSSES, PENALTIES, FINES, FEES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, OF WHATEVER NATURE, WHETHER PRESENT OR FUTURE, AND WHETHER ARISING BY WAY OF COMMON LAW, STATUTE, CONTRACT, TORT OR BY ANY OTHER MEANS OR BASIS ("CLAIMS"), TO THE EXTENT ARISING OUT OF OR RESULTING FROM, IN WHOLE OR IN PART BY, ANY ACT, OMISSION, NEGLIGENCE (ORDINARY, GROSS OR OTHERWISE), WILLFUL MISCONDUCT OR FAULT OF THE UNDERSIGNED OR ITS EMPLOYEES OR AGENTS, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE UNDERSIGNED, OR ANYONE FOR WHOSE ACTS THE UNDERSIGNED MAY BE LIABLE, AND WHICH ARISES FROM OR IS RELATED IN ANY MANNER TO THE "TRANSPORTATION".

II. TO IRREVOCABLY, UNCONDITIONALLY AND FULLY RELEASE AND WAIVE ANY RIGHT TO MAKE ANY "CLAIMS" AGAINST THE "RELEASEES" ARISING FROM OR RELATED IN ANY MANNER TO THE "TRANSPORTATION".

3. **APPLICABILITY TO ALL RISKS AND CLAIMS.** WITHOUT LIMITING PARAGRAPHS 1 OR 2 ABOVE IN ANY MANNER, PARAGRAPHS 1 AND 2 APPLY TO ANY AND ALL "RISKS" AND "CLAIMS" ARISING OR ALLEGED TO HAVE ARISEN OUT OF OR CAUSED BY THE NEGLIGENCE (ORDINARY, GROSS OR OTHERWISE) OF THE "RELEASEES", OTHER USERS OF THE "TRANSPORTATION", THE CONDITION, FLIGHTWORTHINESS OR SEAWORTHINESS OF THE "TRANSPORTATION", OR ANY OTHER CAUSE.

4. **Entire Agreement; Modification; Applicable Law.** This Assumption of Risk, Waiver, Release and Indemnification (i) sets forth the complete agreement of the parties with respect to the subject matter hereof, (ii) may be amended, supplemented or otherwise modified only by a written agreement signed by all parties, and (iii) shall be governed by and constructed according to the laws of the State of Alaska.

THE UNDERSIGNED HAS CAREFULLY READ THE ABOVE, UNDERSTANDS ITS CONTENT, AND SIGNS IT VOLUNTARILY BELOW INTENDING TO BE LEGALLY BOUND BY ITS TERMS.

If signing on behalf of a company:

Name of Company

Signature

Printed Name

Title

Date

If signing individually:

Signature

Printed Name

Date