

**ACKNOWLEDGMENT OF RISKS
ASSUMPTION OF RISK AND RESPONSIBILITY
& RELEASE OF LIABILITY**

PLEASE READ CAREFULLY

There are significant elements of risk in any adventure or activity on the 79 acre property located at Pirate Lake, Alaska (referred to herein as 'activity').

ACKNOWLEDGMENT OF RISKS: I recognize the fact that there is an inherent danger in any activity which involves physical exertion, altitude, or the outdoors or wilderness, that natural hazards do exist; that although the activity may not be strenuous, injuries or medical complications may occur; that certain foreseeable and unforeseeable events unique to each individual activity can contribute to the unpredictability of the activity; and that balance and physical coordination may affect the occurrence of accidents or falls in this type of activity. These risks may result in serious injury or death, and include but are not limited to: 1) falling; 2) cold weather related injuries; 3) heart related illnesses 4) altitude related sicknesses; 5) and "act of nature" which may include rock fall, crevasse fall, high winds, and severe temperatures 6) river crossings, fjording, or travel including travel to or from the activity; 7) risk associated with crossing, climbing, or down-climbing rock, snow or ice; 8) equipment failure; and 9) my sense of balance and physical coordination. I realize that I may suffer accidents or illnesses in remote places where there are no available medical facilities; and that I should ask about other potential hazards and recommended precautions and procedures.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks of the activity which I and any minor children for which I am responsible, will engage in, I confirm that I am {we are} physically and mentally capable of participating in the activity and using the equipment. I/We participate willingly and voluntarily and I assume full responsibility for personal injury, accidents of illness, including death. I assume all responsibility for damage to or loss of personal property as the result of any accident that may occur.

I assume the risk(s) of personal injury, accident and/or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; dehydration, oxygen shortage (anoxia), exposure and/or altitude sickness; head, neck, and/or spinal injuries; animal bite or attack, insect bite, allergic reaction; shock, paralysis, drowning, and/or death; and acknowledge that if, during the activity, I/we experience fatigue, chill and/or dizziness, my/our reaction time may be diminished and the risk of an accident increased.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf. I further authorize you to refuse or terminate participation of any person you judge incapable of meeting the rigors and requirements of participation in an activity at the Denali Earth property.

RELEASE: In consideration of services or property provided, I, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, and heirs., personal representatives or assigns, do hereby release:

Kathy R. Sullivan and Taras Genet and Adrien Genet and Staci Genet its principals, directors, officers, agents, employees and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever (except that which is the result of gross negligence).

I HAVE READ AND AGREE TO THE FOREGOING ACKNOWLEDGMENT OF RISKS AND ASSUMPTION OF RISK AND RESPONSIBILITY.

EVERY PARTICIPANT OR USER MUST BE LISTED BELOW. A PARENT OR GUARDIAN MUST SIGN ON BEHALF OF ANY PARTICIPANT'S OR USER, WHO IS LESS THAN 18 YEARS OLD PRIOR TO PARTICIPATION IN ANY ACTIVITY OR USE OF ANY EQUIPMENT OR ANIMAL.

Participant' Name (printed)

Signature of Participant for Guardian (if Participant is a minor)
