

# TERMS & CONDITIONS (1 of 2)

1. I (we) agree that copies of this permit maybe forwarded to appropriate agencies or representatives for the purpose of promoting the acquisition of Wallace Brothers Mountain, LLC's land by Chugach State Park or other public agencies for public use and access.

2. I (we) may not enter upon WBM, LLC's land and will have no rights under this Permit unless and until it is approved and executed by WBM, LLC.

3. I (we) agree that I (we) assume all risk of, and I (we) hereby waive and release Wallace Brothers Mountain, LLC (WBM, LLC) from all claims for, personal injury or death, damage to or loss of any personal property, economic damage or loss, and any other damage or loss to me (us) arising out of or related in any way to any of the following, even is such injury, death, damage or loss is due to the negligence or other fault of WBM, LLC:

(a) my (our) presence or my (our) activities upon WBM, LLC land;

(b) my (our) acts or omissions;

(c) acts or omissions by any other person or entity (including without limitation WBM, LLC) in, on, or about WBM, LLC's land; or

(d) any conditions found in, on or about WBM, LLC land. I (we) further agree to indemnify, defend and hold harmless WBM, LLC from and against all claims, charges, demands, suits, loss, liabilities, penalties, damages, costs, or expenses (including actual attorney's fees and expenses incurred in defense thereof) for injury to or death of persons, damage to or loss of property, direct or indirect economic damage or loss, or any other injury, damage or loss, arising out of or related in any way to any of the following, even if such injury, death, damage or loss is due to the negligence or other fault of WBM, LLC:

(a) my (our) presence or my (our) activities upon WBM, LLC 's land;

(b) acts or omissions by me (us) or by any person or entity within my (our) reasonable control in, on or about WBM, LLC's land, including without limitation any breach of any provision of this Permit by me (us) or by persons or entitles within my (our) reasonable control. This paragraph does not in any way limit the protections afforded to WBM, LLC under A.S. 09.65.200. As used in this paragraph, WBM, LLC means, collectively and severally, Wallace Brothers Mountain, LLC , their shareholders, directors, employees, agents, subcontractors, attorneys insurers, and successors and assigns.

4. I (we) will comply with the following terms & conditions:

a) I (we) shall observe all federal, state and local laws and regulations applicable to WBM, LLC's land or my (our) activities.

b) I (we) shall take all reasonable precautions to prevent and suppress forest, brush and grass fires and prevent pollution of waters on or in the vicinity of WBM, LLC's land.

c) I (we) shall not disturb, cut, remove or displace any materials on WBM, LLC's land.

d) If requested, I (we) shall make a report to WBM, LLC, in writing, on all matters relevant to the character, progress and results of my (our) operations on WBM, LLC's land.

e) In order to minimize any erosion, I (we) shall not operate any mountain bikes, equipment, ATV's, or vehicles on WBM, LLC's land.

f) No termination or expiration of this Permit shall affect the liability assumed or any indemnity given by me (us) in respect of acts or things which shall have been done or have happened before the date of termination or expiration of this Permit.

g) Any structure, property or land harmed or damaged by me (us) during permitted activities shall be reconstructed, repaired, rehabilitated, and restored as may be required by State and Federal resource agencies and WBM, LLC by me (us) as soon as practicable, so that the condition thereof, at the sole discretion of WBM, LLC is at least equal to the condition thereof immediately prior to such damage or destruction.

(Cont.)

# WALLACE BROTHERS MOUNTAIN PEDESTRIAN ACCESS PERMIT

I (We) \_\_\_\_\_ support the acquisition of the Wallace Brothers Mountain (Wallace Homestead) for Chugach State Park. I (we) feel that this property is essential for quality access to the Park.

Permit Hours: 7 AM to 10 PM, special requests must be made in writing and will be evaluated on a case by case basis.

I (we) agree to the attached terms and conditions.

I (we) acknowledge that the permit is valid until July 1, 2019 and that after that no public access will be allowed unless the property has been acquired by Chugach State Park.

*Approved by Wallace Brothers Mountain, LLC*

## Additional Comments:

## Address:

## Additional Family Members:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_



**YES!**

*Please notify me via email of any political action needed to make this land into a State Park. I can opt out at anytime.*

## TERMS & CONDITIONS (2 of 2)

4. h) *I (we) shall ensure that the land, private property, cabins and ruins remain treated with care and respect.*
- i) *I (we) shall keep all animals leashed or otherwise under my control when using WBM, LLC's land.*
- j) *I (we) will not use firearms, live rounds, blank rounds or animal training pistols on WBM, LLC's land. Commercial and recreational trapping is prohibited.*
- k) *WBM, LLC permits do not convey any interest or any exclusive rights to use the Land. WBM, LLC reserves the right to allow others to enter and use its land.*
- l) *Without limiting the indemnity herein, I (we) am responsible for any damage or injury caused by my (our) activities on WBM, LLC's land.*
- m) *I (we) will not leave trash, spilled fuel, or litter on WBM, LLC's land*
- n) *I (we) will maintain at all times during the term of this Permit medical insurance in such amounts as WBM, LLC may reasonable require.*
- o) *I (we) will not invite any persons to accompany me (us) on WBM, LLC's land unless that person is a family member listed on this permit or has his/her own permit from WBM, LLC.*
- p) *I (we) will park all vehicles in accordance with applicable state and local laws at the approved trail head parking.*