

YES BAY LODGE INC.
PARTICIPANT'S AGREEMENT TO ASSUMPTION OF RISK AND RELEASE OF LIABILITY

Please read this document carefully. It contains important information. Please sign and fax back to Yes Bay Lodge Inc. at (907) _____ or e-mail signed document to _____.
This document can also be printed off the Yes Bay Lodge page at www.yesbay.com

The "Participant" named below by this **Participant's Agreement To Assumption Of Risk And Release Of Liability** (referred to as "this Agreement"), agrees with Yes Bay Lodge Inc., for and on behalf of itself and its agents, owners, officers, directors and employees and all other persons or entities associated with it (all of which are referred to collectively as "Yes Bay Lodge") as follows:

_____	("Participant" name)
_____	(Phone number of Participant)
_____	(Address of Participant)

_____	(Group name)

Introduction: Welcome to Yes Bay Lodge. We look forward to sharing with you unique, world class remote fishing and wilderness experiences. For you to partake in these experiences, you will travel to and from Yes Bay Lodge and participate in fishing, hiking, other outdoor and recreational activities, including those summarized below, referred to as "Trip Activities." Various risks are inherent in your participation in Trip Activities, and there are also other, unforeseen risks that may not be obvious and about which we can only generally warn you. Since an accident could result in property damage, bodily or emotional injury or death to you or others, it is important that you be aware of the range of risks and agree to participation in Trip Activities with a clear view of these risks.

Trip Activities & Risks: As part of your Trip with Yes Bay Lodge, you will travel by small plane, small boat or both to and from the Lodge. You will use steep ramps; cross what are often wet slippery docks; load and unload yourself and gear onto and from small planes and boats; fish in what can be rough water; and come within close proximity to wild animals. You may also choose to hike on trails near the lodge. These activities and others not specifically stated entail risks including, but not limited to: slipping and falling; water hazards; drowning; exhaustion; hypothermia; prolonged exposure to cold water; boating and/or navigational hazards; cold, heat, sun, snow, rain, fog and wind; guide misjudgment; negative reaction from air or waterborne bacteria or viruses. In the event of an accident, there could be prolonged delay in obtaining medical assistance. Due to the remote areas in which Yes Bay Lodge operates, evacuation to medical facilities could take 24 hours or longer. We could also experience communication failures and breakdowns or faulty equipment. Please understand that this description of activities and risks that we regard as inherent risks is not intended to be a complete listing of all possible Trip Activities and risks, and the Trip Activities may include exposure to inherent and other, non-inherent risks that could result in property loss or damage, bodily or emotional injury, or death.

Free-time Activities: Trip Activities may include free time activities in which you are not accompanied by a guide or other person acting on behalf of Yes Bay Lodge. You acknowledge that free time activities are at your sole risk and Yes Bay Lodge is not responsible for injury or loss arising from or in any way related to your participation in free time activities.

Independent Contractors: Yes Bay Lodge sometimes employs independent contractors to provide various services, including aviation, boat or other transportation. Yes Bay Lodge does not own, operate, retain control over or have the ability to supervise these contractors, and Yes Bay Lodge makes no express or implied warranties regarding the independent contractor's abilities, knowledge or safety.

Participant Acknowledgment of Risks and Assumption of Risks: I understand that the Trip Activities include dangerous activities which entail risks, which include not only inherent risks and obvious risks but also other risks that are not as foreseeable or that cannot be controlled or eliminated by Yes Bay Lodge. Such risks include, but are not limited to, the risk of bodily injury or death, short and long-term disabilities, mental anguish, pain and suffering and similar or related conditions, and damage to property. With full knowledge of all such risks, inherent and otherwise, I am making the informed decision to assume all the risks associated with my participation in the Trip Activities, including risks not specifically identified in this document, and the risk of injury, death, or property damage caused by the condition of any property, facilities or equipment used in connection with the Trip Activities.

Participant Release of Liability: I hereby irrevocably and unconditionally waive, release, and discharge Yes Bay Lodge, including all associated persons and entities listed above, from any and all claims, demands, losses, liabilities, actions, suits or rights of any kind or nature, for any injuries, death, or property damage, arising out of, caused by, or resulting in any way from any accident, incident, or occurrence, the use or condition of any property, facilities or equipment, and/or on account of first aid or medical treatment provided or the failure to provide first aid or medical treatment, related to my participation in any Trip Activities, even if caused in whole or in part by the negligence of Yes Bay Lodge Inc. or any of the associated persons or entities listed above, or any independent contractor rendering services to Yes Bay Lodge in connection with Trip Activities. The matters released include claims for negligence that is unrelated to inherent risks.

Agreement to Indemnify: I agree to defend, hold harmless and indemnify Yes Bay Lodge Inc. and the associated persons and entities listed above from any claim, liability, loss, damages, expenses, and attorneys' fees resulting from a claim brought by a fellow participant, spectator, rescuer, or any other person for injury, death, or property damage caused by my conduct in connection with the Trip Activities and/or that of any members of my family, and all minors on whose behalf this release is signed.

This Agreement contains the entire agreement between me and Yes Bay Lodge, is a legally binding agreement that will be construed broadly to provide a release and waiver to the maximum extent permitted by law, and is binding on my family members, heirs, successors, assigns, and legal representatives. Any provision of this Agreement found to be void or unenforceable shall be severed from this agreement and shall not affect the validity or enforceability of other provisions. Any dispute relating to this agreement shall be subject to the exclusive jurisdiction and venue of the State and Federal courts located in Ketchikan, Alaska.

I HAVE READ, UNDERSTAND AND VOLUNTARILY SIGNED THIS AGREEMENT AND ACKNOWLEDGE THAT I HAVE, BY SIGNING BELOW, GIVEN UP SUBSTANTIAL RIGHTS. I ACKNOWLEDGE THAT, BUT FOR THE EXECUTION OF THIS PARTICIPANT AGREEMENT, YES BAY LODGE WOULD NOT ARRANGE FOR MY PARTICIPATION IN THE TRIP ACTIVITIES.

Signature of participant: _____

Date: _____

Print name: _____