

RELEASE, INDEMNIFICATION AND COVENANT NOT TO SUE

READ CAREFULLY-TIDS AGREEMENT LIMITS HILCORP ALASKA'S LIABILITY:

Occupancy, use of and activities on the Hilcorp Alaska Rec Site (located at 46287 Holt Lamplight Road, Nikiski, Alaska), Kidney Lake and the associated grounds, water, facilities and equipment ("Property") involve risks including without limitation those inherent in the activity and the negligence or other fault of Hilcorp Alaska, LLC ("Hilcorp Alaska"), its representatives and those who may direct, participate in or observe the activity. Without limiting the generality of these risks, such occupancy, use and activities may lead to personal injury, paralysis, property damage or death.

This document (1) limits the liability of Hilcorp Alaska and its representatives, even for their negligence or other fault; (2) requires the Recreationist to indemnify and hold harmless Hilcorp Alaska and its representatives in the event a claim is made by or on behalf of the signer; (3) prevents the Recreationist or his/her/their representative(s) from suing Hilcorp Alaska or its representatives; and (4) applies to each and every visit to the Hilcorp Alaska Rec Site.

Release of Liability: The Recreationist(s), on behalf of himself/herself/themselves and all others who may make a claim on behalf of the Recreationist or those who accompany the Recreationist, hereby release(s) Hilcorp Alaska, together with its affiliates, shareholders, directors, officers, employees and agents (the "Released Parties"), from any and all claims, liability, or causes of action of any kind for personal injury, paralysis, property damage or death, in any manner caused by, directly or indirectly resulting from, incident to, connected with or arising out of occupancy, use of or activities on the Property. **This release of liability includes release of any and all claims based in whole or in part on the acts, omissions, or negligence of one or more of the Released Parties, or any other cause.**

Indemnification: The Recreationist(s), on behalf of himself/herself/themselves and all others who may make a claim on behalf of the Recreationist or those who accompany the Recreationist, hereby agree(s) to indemnify, defend and hold harmless the Released Parties against any claim, liability, or cause of action of any kind for personal injury, paralysis, property damage or death, made against the Released Parties and in any manner caused by, directly or indirectly resulting from, incident to, connected with or arising out of occupancy, use of or activities on the Property. **This indemnification includes any and all claims based in whole or in part on the acts, omissions, or negligence of one or more of the Released Parties, or any other cause.**

Covenant Not To Sue: The Recreationist, on behalf of himself/herself/themselves and all others who may make a claim on behalf of the Recreationist or those who accompany the Recreationist, hereby covenant and agree he/she/they will never bring, authorize to be brought, or otherwise participate in any claim, suit, or cause of action of any kind for personal injury, paralysis, property damage or death, against the Released Parties, in any manner caused by, directly or indirectly resulting from, incident to, connected with or arising out of occupancy, use of or activities on the Property. **This covenant includes any and all claims based in whole or in part on the acts, omissions, or negligence of one or more of the Released Parties, or any other cause.**

Governing Law: This document shall be construed and enforced in accordance with the laws of the State of Alaska without considering any conflicts of law principles. Exclusive jurisdiction over any litigation arising out of this document shall lie in the U.S. District Court for the District of Alaska at Anchorage or, if jurisdiction there fails, with a court of proper jurisdiction of the State of Alaska at Anchorage.

This document binds the heirs, beneficiaries, relatives, assigns, indemnitors and subrogees of the Recreationist(s) and those who accompany the Recreationist, and inures to the benefit of the heirs, successors, assigns of the Released Parties. Without the execution of this document, Hilcorp Alaska would not have permitted the Recreationist or those who accompany the Recreationist to occupy, use or conduct activities on the Hilcorp Alaska Rec Site. The document applies to each and every visit by the Recreationist or his/her/their companions to the Hilcorp Alaska Rec Site.

I/WE HAVE READ THE RELEASE OF LIABILITY, INDEMNIFICATION AND COVENANT NOT TO SUE. I/WE UNDERSTAND THESE PROVISIONS LIMIT THE LIABILITY OF HILCORP ALASKA AND OTHERS.

SPONSOR NAME: _____

RECREATIONIST(S): _____ DATE: _____

PRINTED NAME: _____

SIGNATURE: _____

PRINTED NAME: _____

SIGNATURE: _____

PRINTED NAME: _____

SIGNATURE: _____