

FISH/HUNTING LAND USE LICENSE

Licensee: _____
Address: _____
City: _____ State: ____ Zip Code: _____
Phone: _____

(Licensee signature)

Licensor: Old Harbor Native Corporation Settlement Trust
PO Box 71, Old Harbor, AK 99643

(Licensor signature)

Name: _____

Transporter/Guide: _____

(Transporter signature)

Date: _____ Approved Dates: _____ Location: _____

Please acknowledge that you are applying to use the sacred Alaska Native traditional lands of the Sugpiaq people of Old Harbor, AK. You are granted access and conditional use of this land under the following terms:

- TERMS AND CONITIONS OF USE.** Licensee is hereby granted a non-exclusive right to use such lands as are designated by Transporter/Guide and specified in paragraph 3 below, for the sole purpose of engaging in sport hunting and/or fishing activities for a maximum of seven (7) days specific dates planned for use list here: _____.
- LICENSE FEE.** Licensee shall bear all expenses associated with his/her planned activities under this License. The License Fee for one deer hunt or one fishing trip during the effective term of this License is THREE HUNDRED DOLLARS (\$300.00) with a discount for Alaska Residents with a copy of state ID and is non-refundable. The License Fee (\$300.00) or (\$150.00) for Alaska Residents is payable in-full immediately upon execution of this License, prior to any hunting or fishing to: **OLD HARBOR SCHOLARSHIP FOUNDATION, INC.**, an Alaska non-profit corporation, tax-exempt organization.
- AUTHORIZED USES.** Licensee is permitted to make the following use of land for the total number of seven (7) days max, owned or managed by Licensor (the "Property"), which is located in and around the Village of Old Harbor, Alaska:
 - Big Creek: Sightseeing and fishing activities; catch and release only. Barling Bay: Sightseeing and fishing activities; catch and release only.
 - Sitkalidak Island: Sightseeing and fishing activities; limit of two (2) fish per day
 - Sitkalidak Island: Hunting activities; limit of two (2) deer per season - 1 Buck & 1 Doe ONLY**

No right or authority to enter upon and use lands other than those described above conferred by this License. Licensee acknowledges the issuance of this License creates no legal or equitable interest in any land owned or managed by Licensor

- LICENSOR'S RIGHT TO USE LANDS.** Licensor reserves the rights of its shareholders and licensees to enter upon and use the Property for sport and subsistence purposes, and Licensee agrees that it will not interfere with such use.
- CONDUCT OF ACTIVITIES.** Licensee shall conduct authorized activities on the Property so as to have the

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minimum adverse impact on the natural and socio-ecological environments. Without limiting the foregoing, Licensee shall comply with all of the following:

- A. All applicable federal, state and local laws and regulations shall be obeyed.
 - B. Licensee shall obtain and maintain in a current status all applicable hunting licenses and permits.
 - C. All activities shall be conducted in a clean, orderly, safe and sanitary manner.
 - D. Only barbless hooks shall be used for fishing; and if eggs are used as bait, bobbers must also be used.
 - E. Licensee shall not use, tamper with or disturb any existing improvements on the Property without prior written approval of Licensor.
 - F. No buildings, structures or improvements shall be placed upon the Property without the prior written approval of Licensor.
 - G. Public drunkenness and loud or obnoxious behavior is prohibited.
 - H. No hazardous substance, as the term is defined under federal and state laws, shall be used, stored or disposed of on the Property.
 - I. No trees, timber or live vegetation shall be cut, damaged or removed.
 - J. No food, supplies or other materials shall be stored on the Property except during the period of time that Licensee is actually present on the Property, and all such materials shall be removed on Licensee's departure.
 - K. Licensee shall take all reasonable precautions to prevent wildfires. Licensee shall make every effort to suppress any fire which Licensee starts or observes and shall report it as soon as possible to Guide, the Refuge Manager of the Kodiak National Wildlife Refuge, and Licensor.
 - L. Licensee shall notify Guide and Licensor of any hazards discovered on the Property.
 - M. No archeological site or site of any historic or existing Native camp, village, cemetery or grave may be disturbed, nor shall any item be removed from such site. Licensee shall report the discovery of any such archeological site or artifacts to Guide and Licensor as soon as possible.
 - N. **NO HUNTING OF BEARS**
 - O. Licensee shall ensure ATV's are kept on established trails.
6. **INSPECTION.** Licensor reserves the right to inspect the activities of Licensee on the Property at any time without advance notice.
7. **EMERGENCY AND INJURY REPORTS.** If Licensee sustains an injury requiring medical assistance or if an emergency requiring aid or rescue occurs or otherwise involves the Property, Licensee shall submit a written report to Licensor stating the date, approximate time, place and nature of such injury or accident, name and address of rescuers and their affiliation, if any, with any organization, name and address of the treating physician, whether Licensee was hospitalized and, if so, the name of the hospital. Such report shall be submitted as soon as practicable.
8. **RELATIONSHIP OF PARTIES.** No partnership, limited partnership, joint venture, agency or employment is created between Licensor and Licensee as a result of this License.
9. **NO THIRD-PARTY BENEFICIARIES.** Nothing in this License shall be construed to create any third party beneficiary rights in any person.
10. **NON-TRANSFERABILITY AND NON-ASSIGNABILITY.** The License hereby granted is personal to Licensee and may not be transferred or assigned for any reason without the prior written consent of Licensor, and any purported transfer of assignment is void.
11. **TERMINATION.** This License shall terminate upon seven (7) days from the date set forth above or may be terminated earlier by Licensor upon twenty-four (24) hour notice. The Licensee shall quietly and peaceably leave, surrender and yield up to Licensor all of the Property on the last day of the term of the License or any earlier specified termination date.
12. **SEVERABILITY.** If any of the provisions of this License, or any portion thereof, are determined to be

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unlawful or without force and effect, the remaining portions of the License shall remain in full force and effect.

13. **DISCLAIMER OF CONDITION OF PROPERTY.** Licensor makes no warranties or representations as to the condition of the Property or its safety, fitness or suitability for Licensee's uses. Licensee acknowledges that he/she has been advised to inspect and examine the Property prior to the execution of this License and has either inspected and examined the Property or has elected not to do so.
14. **ASSUMPTION OF RISK/WAIVER OF CLAIMS.** Licensee understands that the Property includes remote wilderness lands which are inherently dangerous and which are inhabited by wild, potentially dangerous animals. Licensee further understands that the Property is unimproved although it may include finished, partially finished or unmaintained improvements, including but not limited to cabins, trails, airstrips, known or unknown to Licensor, that could present potential hazards. Licensee further acknowledges that the remote and dangerous nature of the Property may make rescue and assistance in the event of any emergency difficult or impossible, and that the Licensor has no duty, obligation or ability to undertake any rescue effort or to provide any assistance to Licensee. Licensee represents and warrants that he/she is knowledgeable and experienced in wilderness travel and survival. **LICENSEE ASSUMES ANY AND ALL RISKS OF WHATSOEVER KIND OR NATURE, WHETHER NATURAL OR MAN-MADE, WHICH MAY OCCUR DURING LICENSEE'S PRESENCE ON THE PROPERTY. LICENSEE HEREBY WAIVES, RELINQUISHES, RELEASES AND DISCHARGES LICENSOR, OLD HARBOR NATIVE CORPORATION SETTLEMENT TRUST ("TRUST"), OLD HARBOR SCHOLARSHIP FOUNDATION, INC. ("FOUNDATION"), AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, AND ASSIGNS FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES OR LIABILITIES FOR DEATH, PERSONAL INJURY, DISMEMBERMENT, OR INJURY TO OR DESTRUCTION OF PROPERTY THAT ARISES OUT OF OR RESULTS FROM THIS LICENSE AND/OR LICENSEE'S ACTIVITIES OR USE OF THE PROPERTY. THIS WAIVER AND DISCHARGE OF CLAIMS AGAINST LICENSOR, TRUST, FOUNDATION, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, AND ASSIGNS EXPRESSLY INCLUDES, BUT IS NOT LIMITED TO, ANY CLAIMS FOR DEATH, PERSONAL INJURY, DISMEMBERMENT, OR INJURY TO OR DESTRUCTION OF PROPERTY THAT MAY RESULT, IN WHOLE OR IN PART, FROM ACTIVE OR PASSIVE NEGLIGENCE OF LICENSOR, TRUST, FOUNDATION AND/OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS AND ASSIGNS.**
15. **TRESPASS AND/OR VIOLATION.** The Trust shall investigate any complaints of trespass and/or violations of this Policy.
 - a) Action By The Trust. Trespassers will be fined \$1500 if they are found on Trust Land without the appropriate Land Use License and any other violation of these Land Use Terms will subject the violator to a fine of \$1000. The Trust may also, in addition to any fines, take action against individuals or entities that have committed a trespass and/or violation of the Land Use Terms by either:
 - 1) Issuing trespass notices and/or warning letters
 - 2) Reporting trespass and violations of the Terms to the State Troopers
 - 3) Reporting trespass and violations of the Terms to the appropriate federal and/or state licensing boards
 - 4) Revoking any Land Use License issued to an individual who is violating these Terms
 - 5) Add that individual to the Banned List
 - 6) Removing a Licensed Guide/Transporter from the Licensed Guide/Transporter List and/or
 - 7) Taking legal action, including filing suit for trespass

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16. **DAMAGES.** Licensee shall be liable to Licensor for the full amount of any actual damages to the Property resulting from Licensee's use of the Property. In the case of proven willful damages, treble damages shall apply.
17. **INDEMINIFICATION.** LICENSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LICENSOR, TRUST, FOUNDATION AND THIER OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, ACTIONS, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS FEES, FOR DEATH, PERSONAL INJURY, DISMEMBERMENT, OR INJURY TO OR DESTRUCTION OF PROPERTY THAT ARISES OUT OF OR RESULTS FROM THIS LICENSE AND/OR LICENSEE'S ACTIVITIES OR USE OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS WHICH MAY RESULT, IN WHOLE OR IN PART, FROM THE ACTIVE OR PASSIVE NEGLIGENCE OF LICENSOR OR TRUST, OR THEIR OFFICIERS, DIRECTORS, EMPLOYEES AGENTS, INDEPENDENT CONTRACTORS AND ASSIGNS.
18. **NONWAIVER.** The failure by Licensor to require strict performance or observance of any obligation of Licensee under this License, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment of the future performance of any such obligation or the right to exercise such election, but the same shall continue and remain full force and effect with respect to any subsequent breach, act or omission.
19. **APPLICABLE LAW.** The validity, performance and construction of this License shall be governed by the laws of the State of Alaska.
20. **ATTORNEY.** LICENSEE EXPRESSLY UNDERSTANDS AND ACKNOWLEDGES THAT HE/SHE HAS BEEN ADVISED TO SEEK INDEPENDENT ASSISTANCE OF COUNSEL REGARDING THIS LICENSE AND, BY EXECUTING THIS LICENSE, ACKNOWLEDGES THAT HE/SHE HAS EITHER SOUGHT INDEPENDENT ASSISTANCE OF COUNSEL OR HAS ELECTED TO EXECUTE THIS LICENSE WITHOUT INDEPENDENT ASSISTANCE OF COUNSEL.