ATTACHMENT A CONDITIONS OF AUTHORIZATION

- 1. The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE: 36 CFR 2.32(a) (3)].
- 2. The holder shall exercise this privilege subject to the supervision of the park area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. The commercial services described above are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park area superintendent.
- 3. This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (holder), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the (holder) in connection herewith, and the (Holder) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
- 4. Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall be in the amount of \$ (As specified in attachment B, Item #30) and underwritten by a United States company naming the United States of America, National Park Service, Concessions, 240 West 5th Avenue #114, Anchorage, AK 99501, as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
- 5. Cost incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity will be reimbursed by the holder. Administrative costs and estimated costs for activities on site must be paid when the authorization is approved. If any additional costs are incurred by the park, the holder will be billed at the conclusion of the authorization.
- 6. Benefit Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this authorization or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the authorization be for the benefit of such corporation.
- 7. This authorization may not be transferred or assigned without the written consent of the park area Superintendent.
- 8. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent. *Revised 12-2009*

- 9. The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
- 10. The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the park area superintendent.
- 11. The holder is to provide the park area superintendent upon request (and. in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the park area Superintendent may request, including but not limited to, visitor use statistics and resource impact assessments.
- 12. The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America and the General Accounting Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.

ATTACHMENT B ALASKA REGION CONDITIONS

Commercial Use Authorization

(These conditions are applicable for all national park units in ALASKA)

All stipulations and conditions are subject to change.

- 1. Applicants requesting Mountaineering Guide Service in any Alaska Park Unit must comply with the following unless authorized otherwise in writing by superintendent:
- a) An Operating Plan (Mountaineering Guides only) must be submitted for approval with the CUA application. Refer to the Individual Park Stipulations for any exceptions and/or additional requirements.
- b) An Operating Plan must be submitted for approval with the CUA application. It should include the following information about each guide working within the Park:
 - a. i. Previous Alaska Range experience or equivalent
 - b. ii. Previous glacier travel experience
 - c. iii. Current medical certification (minimum WFR certification)
 - d. iv. Guide qualifications / certifications
 - e. v. Prescription drugs in drug kit that require the CUA permit holder to have a medical sponsor and protocols
- c) b) Guide to client ratio will not exceed 5-clients to 1-guide on roped glacier travel above firn-line (deemed necessary because glacier conditions affirm possible crevasse falls).
- d) c) Guide to client ratio will not exceed 3-clients to 1-guide on technical climbs (when slope angle exceeds 50 degrees).
- e) d) Group size maximum is 12 persons, inclusive of guides.
- f) e) Solo glacier travel above the firn line is permitted when conditions seem prudent for either skiing or snow-shoeing with clients provided glacier conditions are evaluated by guides on a case by case basis each time before solo travel is undertaken.
- 2. Holder shall ensure that each of their employees receive a copy of this authorization and understands the authorization contents, conditions and stipulations. Holder also shall ensure that each of their employees receives training in and reviews a copy of this authorization including all conditions and stipulations.
- 3. Holder is legally responsible for ensuring that each employee complies with the terms and conditions of the CUA.
- 4. **FOREIGN AIR CARRIERS** must obtain operations specifications from the Federal Aviation Administration and provide verification of meeting that requirement to the NPS before flights can begin.

Title 49 U.S.C. § 41301, requires foreign air carriers to maintain proper authorization to conduct scheduled and charter flights into and within the United States. For more information, please contact the Anchorage International Field Unit (IFU), FAA Flight Standards District Office at (907) 271-2000, or go to their website at www.faa.gov/about/office_org/field_offices/ifo/anchor_ifu/.

- 5. Holder shall provide written certification to the NPS (upon request) that each employee received training in and reviewed a copy of this authorization including all conditions and stipulations.
- 6. Holder must inform the National Park Service when an employee (those working under this permit) is added or is no longer an employee of the business.

- 7. Engaging in an activity for which you are NOT specifically permitted is prohibited and is a violation.
- 8. Smoking is prohibited "within 25 feet of any entrance or exit not generally accessed by the public, where smoking would result in smoke traveling through doorways, windows, air ducts or other openings." Note that this could include non-public entrance and exit areas to concessioner facilities such as back entrances to lodges or restaurants and dormitories.
- 9. Proof of authorization approval must be with the Holder and their employees when operating in the park unit. A copy of the signature page is acceptable and must be presented to any park employee on demand. (Some parks require the Holder and employees to carry the full authorization while operating in the park; please check the individual park-specific provisions.)
- 10. All guides and clients must carry and have in their possession all required state licenses for the activity being pursued, e.g. fishing and hunting. These licenses must be current and be made available for inspection upon request by any park or state official while operating within the boundaries of the any park unit for which they are permitted.
- 11. The Holder shall have none of the rights or privileges of P.L. 105-391 specified for concession contracts. The National Park Service does not grant the Holder a preferential or exclusive right to conduct business in any National Park Service administered areas.
- 12. This authorization may not be transferred, extended or assigned under any circumstances. This stipulation <u>supersedes item #7</u> of Attachment A (Conditions of this Authorization).
- 13. The CUA holder is encouraged to comply with the guidelines of the US Public Health Service for Food, Potable Water, Human Waste, Vector-Borne and Zoonotic Diseases, and Illness Reporting in backcountry operations (http://www.nps.gov/public_health/inter/info/rms/rm83f.pdf).
- 14. This authorization does not authorize the holder to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States. The authorization is for the incidental use of park area resources by operations that provide commercial services originating and terminating outside of the park unit (or within an inholding).
- 15. <u>Communication Equipment</u>: (Does not apply to Lake Clark National Park & Preserve, Katmai National Park & Preserve, Aniakchak National Monument & Preserve, Alagnak Wild River or Guided Backpacking trips on the Chilkoot Trail). The group leader involved in backcountry or wilderness activities (such as mountaineering, glacier travel, hiking, skiing or river travel) must carry some type of electronic communication equipment, including a backup source of power, capable of communicating with the outside world should an emergency arise. Some examples are satellite phones, radio beacons, VHF radios, cell phones (cell phones are not the most reliable source). In addition, some other non-electronic methods may be used to supplement the primary communication equipment such as mirrors or flares for signaling location. Each group participant should be instructed on the use of these devices. It should be noted that carrying this communication equipment should in no way influence the level of risk to be undertaken by any individual or group; all decisions made should assume that self-sufficiency is the expectation for all backcountry/wilderness users.
- 16. Accidents involving personal injury, substantial aircraft damage, or threatening incidents involving wildlife must be reported to the Superintendent of the respective park unit, as soon as possible. [36 CFR 2.33, 3.4, 4.4.] For the purposes of this paragraph, "substantial damage" means damage or failure, which adversely affects the structural strength, performance, or flight characteristics of the aircraft or any damage in excess of \$1,000.

- 17. It is the Holder's responsibility to obtain prior approval from landowners for access to or across private lands within the Park Unit.
- 18. The Holder shall inform clients of the general park regulations and safety concerns before beginning trip.
- 19. The area(s) authorized for use under this authorization must be left in substantially the same condition as it was prior to the activities authorized herein.
- 20. All powered boats (including non-powered boats with auxiliary power units) used on any water of the state must be registered through the Alaska Department of Motor Vehicles (DMV). This includes all rivers, streams, and lakes regardless of size and all salt water within 3 miles of land.
- 21. Life jackets of the appropriate size must be available for all passengers, including adults and children engaged in any boating activity.
- 22. The use of personal watercraft (including airboats) is prohibited for commercial purposes in the National Park Units.

<u>Personal Watercraft</u> refers to a vessel, usually less than 16 feet in length which uses an inboard, internal combustion engine powering a water jet pump as its primary source of propulsion. The vessel is intended to be operated by a person or persons sitting, standing or kneeling on the vessel, rather than within the confines of the hull. Brand names include, but are not limited to, Jet Ski, Sea-Doo, Waterunner, Wet Jet and Surf Jet. <u>Airboat</u> means a vessel that is supported by the buoyancy of its hull and powered by a propeller or fan above the waterline.

- 23. The use of High Speed Amphibian technology based vehicles (Quadski, Aquada, Humdinga, etc) in the park is prohibited.
- 24. Watercraft validation stickers for powered boats must be affixed within six inches of the boat number on both sides of the forward half of the boat. Although non-powered boats are not required to be registered, if you do register the boat you must display the sticker on the top or side of the forward half of the boat, so that it is visible when you are operating the boat.
- 25. **REVOCATION** The CUA may be revoked at any time at the discretion of the superintendent without compensation to the Holder or liability to the United States.

26. REPORTS -

Any CUA's holder either not submitting or submitting late reports will have their CUA suspended until the reports are received. Repeatedly late or non-submission of reports may lead to the revocation of the CUA.

Holder must submit required reports, regardless of whether the CUA was used. Non-submission of any report may be grounds for suspension, or revocation of the authorization. (This includes other reports that may be required as specified in the park-specific stipulations attached to this CUA.) If you received an authorization for a particular park(s) but did not operate, you are required to report "no activity conducted". Most reports must be postmarked by November 15 with the exceptions as noted below. Each holder must complete both a Gross Receipt Report and all "applicable" Activity Report(s) for all parks for which an authorization is issued. Reports listed below must be completed and mailed or faxed to National Park Service, Concessions, 240 West 5th Avenue #114, Anchorage, AK 99501 with a postmarked date no later than November 15th (unless otherwise noted). Reports forms may also be downloaded from the NPS website at http://www.nps.gov/akso/concessions/index.cfm

Gross Receipt Reports (All CUA Holders must complete & submit)	Due Date
Gross Receipt Report (All Holders must complete this form). Note: Those operating in Klondike Gold Rush National Historical Park may submit your Gross Receipt Report directly to the park (KLGO) along with your August & September reporting schedule for the activity summary report.	Nov 15
Activity Summary Reports (General)	Due Date
Air Taxi Operators Activity Summary Report	Nov 15
Guiding Activity Summary Report	Nov 15
• Licensed Big Game Transporters: All Licensed Big Game Transporters (activity/service code "HT") must submit a copy of their State of Alaska's Big Game Transporter Activity Report (Form #08-4349) to National Park Service, Concessions Division, 240 West 5th Avenue #114, Anchorage, AK 99501 by February 1st of each year for the preceding calendar year. Failure to submit a copy of the form to the NPS may result in suspension or revocation of the authorization.	Feb 1
• Incidental Big Game Transporters: All Air Taxi Operators providing hunt transport service on incidental basis. The Transporter must report the number, names and addresses of clients transported, dates, number of client days, and game animal taken. The transporter must list GPS coordinates of drop off and pick up locations of all clients as well as list the major drainage on the activity report.	Nov 15th
Activity Summary Reports (Park-Specific)	Due Date
Aniakchak Activity Summary Report & Bill of Collection	Nov 15
Brooks Camp Activity Summary Report & Bill of Collection	Nov 15
 Glacier Bay Sportfishing Survey (park-specific - Due 15 days after the end of each month's guided fishing services is provided. Standard Activity Summary Reports also due Nov 15th.) 	Monthly
Glacier Bay Visitor Services Annual Activity Report	Nov 15
Glacier Bay Charter Vessel Report	Nov 15
 Kenai Fjords National Park: (1) Voluntary Backcountry Registration for all overnights and coastal day trips in the park (excludes Exit Glacier Campgrounds) (2) Ice Hiking on Exit Glacier and Guided Hiking on Harding Icefield Trail 	Sept 15 Sept 15
Katmai/Alagnak Activity Summary Report & Bill of Collection	Nov 15
Lake Clark Activity Summary Report & Bill of Collection	Nov 15
 Klondike Gold Rush Activity Summary Report: (1) August 15 deadline for May - July Activity Report (2) November 15 deadline for August – September Activity Report 	As Noted
Sitka National Historical Park - due as specified below: The Holder shall report to the park the number of trips and clients taken to the park each month. The report must be submitted to park headquarters by the third day of the succeeding month.	Monthly

27. **GROUP SIZE LIMITATIONS**Holder must operate in accordance to the specified group size limits. Holder is only authorized to operate in park units shown on the face of the CUA.

Park Unit	Group Size Limitations		
Alagnak Wild River	No more than 15 persons, including employees		
Aniakchak	No more than 15 persons, including employees		
Bering Land Bridge	Float Trips: No more than 10 persons, including Guides & Boatmen.		
	Backpacking Groups: No more than 7 and that include Guides.		
Cape Krusenstern	Float Trips: No more than 10 and that include Guides & Boatmen.		
_	Backpacking Groups: No more than 7 persons, including Guides.		
Denali	ALL PERMITTEES:		
	The group size limit is 12 people, inclusive of guides. Limit may be increased under		
	certain circumstances with prior NPS approval.		
	DAY HIKING OPERATING PROVISIONS- Frontcountry Trails		
	Commercially guided day hiking is authorized on the following frontcountry trails:		
	a) Bike Trail to DVC * No group size limit No annual limit		
	b) Jonesville Trail to DVC Group size of 15** No annual limit		
	c) Roadside Trail Group size of 15 Limited to 20 trips per year		
	d) Rock Creek Trail Group size of 15 Limited to 20 trips per year		
	*DVC is the Denali Visitor Contan		
	*DVC is the Denali Visitor Center. **All group size limits are inclusive of guides.		
	The Meadow View Trail is not open to commercially guided groups.		
	A small portion of the Taiga Trail may be used for authorized CUA holders to access the		
	Roadside and Rock Creek trails from the Denali Visitor Center. See map.		
	SAVAGE CAMPGROUND GROUP SITES OPERATING PROVISIONS		
	Group sites are available by reservation beginning December 1 for the following year		
	(www.nps.gov/dena). Fax the group site reservation form to 907-264-4684.		
	The group size maximum limit is 20, including group leaders.		
	For 2010, Group Sites "A" and "B" will not be available. Site "34" will be the default		
	group site. One other area will be designated for group site use during this time period		
	whenever more than one site is requested. Overnight camping is limited to 14 total nights		
	in any one operating season and no more than 7 consecutive nights.		
Gates of the Arctic	Float Trips: No more than 10 persons, including Guides & Boatmen		
Gutes of the firetie	Backpacking Groups: No more than 7 persons, including Guides (includes side trips taken		
	by river float).		
Glacier Bay	Backcountry (On Shore Groups): No more than 12 persons, including guides.		
2	Alsek River Rafting: No more than 15 persons, including guides or as specified in permit.		
Katmai	Excluding Brooks Camp Developed Area, no more than 15 persons, including employees.		
Kenai Fjords	Backcountry Trips: (includes Harding Ice Field & Trail) No more than 14 per group		
3	including Guides & Assistants.		
Klondike Gold Rush	Guided Trips: No more than 12 persons, including Guides. Also, there must be at least		
	one Guide per trip. Horseback Rides: No more than 5 client-riders for each		
	wrangler/guide (e.g. maximum group size is 12 persons, two of which must be guides).		
Kobuk Valley	Float Trips: No more than 10 persons and that include Guides & Boatmen.		
	Backpacking Groups: No more than 7 persons, including Guides.		
Lake Clark	No more than 15 persons, including Guides & Assistants.		
Noatak	Float Trips: No more than 10 persons, including Guides & Boatmen.		
	<u>Backpacking</u> Groups: No more than 7 persons, including Guides. Hunt transporters limits		
	are as specified on authorization.		
Sitka	None		
Wrangell-St. Elias	<u>Float Trips</u> : No more than 15 persons, including Guides & Boatmen.		
	NEW: Land-based commercial group size in the Donoho Basin area is limited to 12		
	persons, inclusive of guides and clients. Consult the Superintendent of Wrangell-St.		
	Elias National Park & Preserve to request an exception for a special case.		
Yukon-Charley Rivers	<u>Float Trips</u> : No more than 12 persons, including Guides & Boatmen.		

28. <u>MANAGEMENT FEES:</u> Management Fees must be paid according to this schedule (This supersedes Item #5 of the Attachment A-Conditions of this Authorization, regarding when fees are to be paid to NPS.)

Park Name	Management Fee	Due Date	Notes
Alagnak Wild River	\$6.00 per person, per day	November 15th of each year	
	(excludes Guides)	along with Activity	
		Summary Report	
Aniakchak National	\$6.00 per person per day	November 15th of each year	
Monument & Preserve	(excludes Guides)	along with Activity	
Duo alsa Comm	\$14.00 man manaan man day	Summary Report November 15th of each year	If the same client visits both
Brooks Camp (Developed Area)	\$14.00 per person per day (excludes Guides)	along with Activity	Brooks Camp Developed
(Beveloped Tireu)	(excludes Guides)	Summary Report	Area and any other locations
			in Katmai National Parks &
			Preserve on the same day
			with the same Holder, only
			the Brooks Camp Developed
			Area fee will be collected.
D 1'N ' 1D 1 0	\$100 per year of authorization	January 1st of each year or	Those on 2-year CUAs will
Denali National Park & Preserve	payable in one-year increments.	paid along with application.	be sent a bill for the second
Preserve			year.
Glacier Bay National	\$100 per year of authorization	January 1st of each year or	Those on 2-year CUAs will
Park & Preserve		paid along with application.	be sent a bill for the second.
Katmai National Park &	\$6.00 per person, per day	November 15th of each year	If the same client visits both
Preserve (Includes	(excludes Guides)	along with Activity	Brooks Camp Developed
locations in Katmai		Summary Report	Area and any other locations
National Parks & Preserve Excluding			in Katmai National Parks & Preserve on the same day
Brooks Camp			with the same Holder, only
Developed Area)			the Brooks Camp Developed
			Area fee will be collected.
Klondike Gold Rush	\$2.00 per person, per day	Due with Activity Reports -	Defined as \$2.00
National Historical Park	\$3.00 per person, per day for	paid in two scheduled	(\$3.00 for Horse Tours)
	Horse Tours	submissions per year as	times sum of the total
		follows:	number of guided clients in
		1. August 15 (for May -	the park each day or portion thereof)
		July) and	thereof)
		2. November 15	
		(for August – September)	
Lake Clark National	\$6.00 per person, per day	November 15th of each year	
Park & Preserve	(excludes Guides)	along with Activity	
		Summary Report	
Western Arctic Region	\$100 per year of authorization	January 1st of each year or	Those on 2-year CUAs will
(Bering Land Bridge	(NOT a per-park fee), payable in	paid along with application.	be sent a bill for the second
National Preserve, Cape Krusenstern National	one-year increments. This a flat fee of \$100 regardless of the		year.
Monument, Kobuk	number of park units for Western		
Valley National Park or	Arctic.		
Noatak National			
Preserve)			
Wrangell-St. Elias	\$100 per year of authorization	January 1st of each year	Upon the first year,
National Park &	payable in one-year increments.		applicants must submit this
Preserve			fee along with the
			application. Those on 2-year CUAs will be sent a bill for
			the second year.
			the second year.

29. FEES FOR LATE PAYMENT:

Applies to all park units

Administrative Fees on Late Submission of Payments

Fee
A fee set based on the current interest rate as specified
under the Prompt Payment Act. That rate is currently
3.25 % for each 30-day period, or portion thereof, of any
unpaid balance, plus an administrative fee of \$5.00 for
each related transaction.

30. INSURANCE

a) General Provisions:

The Holder must obtain and maintain during the entire term of the Commercial Use Authorization (CUA), the types and amounts of insurance coverage necessary to fulfill the obligations of the CUA. The National Park Service will not be responsible for any omissions or inadequacies of insurance coverage and amounts in the event the insurance purchased by the Holder proves to be inadequate or otherwise insufficient for any reason whatsoever.

b) Liability Insurance.

This insurance must be in the amount commensurate with the degree of risk and the scope and size of the activities required and/or authorized under this Authorization.

The name of the Insured on the certificate of insurance must match the business name of the Holder, including those names used under "doing business as".

c) Insurance Minimums

The following applicable Liability Coverage and limits are to be maintained at a minimum. The Holder may attain the limits specified below by means of supplementing the respective coverage(s) with Excess or Excess "Umbrella" Liability. Furthermore, the commercial general liability package must provide no less than the coverage and limits described.

d) Maintaining Current Policy

Holder must cease operating in the park should liability insurance be cancelled or suspended for any reason.

Minimum Insurance Requirements

Activity	Type of Insurance	Minimun	n Amount
Backpacking, Hiking,	Comprehensive General	\$300,000/Occ	currence
Photography, Horse Rides,	<u>Liability</u> (Guides & Outfitters		
Horse Packing, Camping			
(Group), Dog Sled Tours,			
Winter Backcountry Use,			
Sportfishing without boat,			
Bicycle Tours, Bear			
Viewing, Wagon Rides			
Mountaineering	Comprehensive General	PARTY SIZ	E - Amount
	<u>Liability</u> (Guides & Outfitters	Up to 5:	\$300,000/Occurrence
		6 to 12:	\$500,000/Occurrence
		13 or more:	\$1,000,000/Occurrence
Motor Vehicles	Auto Liability	PARTY SIZ	E - Amount
(Shuttle Service, Vehicle	Coverage is required for all	Up to 5:	\$300,000/Occurrence
Tours)	owned, non-owned and hired	6 to 12:	\$500,000/Occurrence

		10 00	*==
	vehicles.	13 to 20:	\$750,000/Occurrence
		21 to 50	\$1,500,000/occurrence
		51 or more:	Contact NPS
Watercraft Over 26 Feet	Protection & Indemnity	Passengers	Amount
Boating Trips, Charter	If your vessels is over 26 feet.	Up to 5:	\$300,000/Occurrence
Boat, Sportfishing with		6 to 12:	\$500,000/Occurrence
boat, Hunt Transporters (via		13 to 20:	\$1,000,000/Occurrence
boat)		21 to 50	\$1,500,000/occurrence
		51 & Over:	Contact NPS
Watercraft Under 26 Feet	Comprehensive General	\$300,000 Per	Occurrence
Boating Trips, Charter	Liability		
Boat, Sportfishing with	If your vessels is under 26 feet.		
boat, Kayak Tours, Hunt	(Insurance cert must include		
Transporters (via boat)	statement that "watercraft		
	liability is included".		
Air Taxi, Big Game	Aircraft Liability	\$150,000 per	seat for bodily injury or
Transporters (via plane)	_	death in a sing	gle occurrence; and
_		\$100,000 for	property damage in a
		single occurre	ence.
Employee Coverage	Worker's Compensation	Required if yo	ou have Hired Employees.

<u>Visitor Acknowledgement of Risks Form –</u>

WAIVERS OF LIABILITY ARE NOT ALLOWED

- The CUA Holder may NOT request or REQUIRE guests/clients participating in activities to sign a liability waiver form, insurance disclaimer and/or indemnification (hold-harmless) agreement.
- The CUA Holder may require guests/clients participating in activities authorized under this CUA to sign a Visitor Acknowledgement of Risks form.
- The CUA Holder will submit to the Concessions Program Manager for approval, its "proposed" Visitor Acknowledgement of Risks form, if any, within 60 days of the effective date of this CUA and at least 30 days in advance of any proposed changes in the form. The Concession Program Manager is located at National Park Service, Concessions, 240 West 5th Avenue #114, Anchorage, AK 99501. If no Visitor Acknowledgement of Risks form will be used, the CUA Holder will advise the Concession Program Manager of this intention within 60 days of the effective date of this CUA.
- A service-approved Visitor Acknowledgement of Risks form is provided as Exhibit A to this CUA.

31. REQUIREMENTS FOR THE SECOND YEAR OF A 2 YEAR AUTHORIZATION:

- Holder shall ensure that each of their employees receives a copy of this authorization and understands the conditions and stipulations. Holder shall also ensure that each of its employees receives training in and reviews a copy of this authorization including all conditions and stipulations.
- Holder shall provide written certification to the NPS (**upon request**) that each employee received training in and reviewed a copy of this authorization including all conditions and stipulations.
- Provide the NPS with proof of current insurance.
- Be current on all fees.
- Be in compliance with all past-year reporting requirements.
- Provide an updated list of guides, drivers or pilots that you employ.
- Notify the NPS of any changes to the list of aircraft, watercraft and/or motor vehicles that you are/will operate under the CUA.

- Commercial Bus Tour Operators must provide a copy of their Itinerary to the NPS prior to beginning operations in the park.
- Be in compliance with any State, Federal and other agency requirements relating to your operation such as FAA Operating Certificates, Big Game Transporting License, Registration of Watercraft, and/or Alaska Business License.
- <u>Mountaineering Guides</u>: If you have changes in your Standard Operating Plan, those changes/updates must be provided to the NPS before starting your trips.
- <u>Katmai, Aniakchak, Alagnak Holders</u> must attend any <u>one</u> of the Annual Business Partner meetings PRIOR to beginning operations. Failure to attend a meeting will result in suspension of the authorization. The park will notify Holders of meeting times and venues.
- Western Arctic National Parklands Holders (WEAR)

(Bering Land Bridge National Preserve, Kobuk Valley National Park, Noatak National Preserve, Cape Krusenstern National Monument)

Big Game Transporters and all Incidental Big Game Transport Service providers in the Western Arctic National Parklands (Noatak National Preserve and Bering Land Bridge National Preserve) must attend an informational meeting prior to start up operations every year. The informational meeting will be offered by Western Arctic National Parklands staff and made available in Kotzebue, Alaska. A list of meeting dates and locations will be mailed to all operators that provide big game transport services (including incidental services) at the beginning of each year. Failure to attend a meeting will result in suspension of the authorization.

Revised 3/12/10

${\it Exhibit A} \\ \textbf{VISITOR'S ACKNOWLEDGEMENT OF RISKS FORM}$

In consideration of the services of officers, agents, employees, and stockholders, and all other persons or en (hereinafter collectively referred to as " as follows:	
Although	has informed me this activity is not minated without destroying the unique tents that contribute to the unique quipment, or accidental injury, illness, or but believes it is important for me to know
I am aware that to any participant. I understand the description of these inherent risks is unanticipated inherent risks may result in injury or death. I agree to assu inherent risks identified herein and those inherent risks not specifically is activity is purely voluntary, no one is forcing me to participate, and I ele knowledge of the inherent risks.	not complete and that other unknown or ime and accept full responsibility for the dentified. My participation in this
I acknowledge that engaging in this activity may require a degree other activities and that I have responsibilities as a participant. I acknow has been available and physical demands of this activity and the inherent risks, hazards, and	e to more fully explain to me the nature
I certify that I am fully capable of participating in this activity. responsibility for myself, including all minor children in my care, custod loss of personal property and expenses as a result of those inherent risks inherent risks and dangers not specifically identified, and as a result of nactivity.	Therefore, I assume and accept full ly, and control, for bodily injury, death or and dangers identified herein and those
I have carefully read, clearly understood and accepted the terms acknowledge that this agreement shall be effective and binding upon my representative and estate and for all members of my family, including many	self, my heirs, assigns, personal
Signature	Date
Signature of Parent of Guardian, if participant is under 18 years of age	
Signature	Date