



# United States Department of the Interior

**National Park Service**  
**Katmai National Park & Preserve**  
P.O. Box 7  
King Salmon, Alaska 99613-0007  
Phone (907) 246-3305  
Fax (907) 246-2116



C3827 (KATM)

May 1, 2013

Commercial Use Authorization Holders  
Katmai National Park & Preserve  
Aniakchak National Monument & Preserve  
Alagnak Wild River

Dear Business Partners:

In anticipation of a safe, enjoyable 2013 summer season, I would like to express my sincere appreciation for all of you who work to provide safe, rewarding and high quality visitor experiences within the Katmai and Aniakchak units of the National Park System. I am very pleased to serve as the Superintendent for these spectacular Alaska areas, and am looking forward to working with each of you and learning about the high quality services you provide to the public.

I believe commercial service providers are partners in park operations, and I recognize that our relationships broaden the economic base of the entire region as well as that of the local communities that surround us. Your businesses are vital to the National Park Service mission, and they allow tens of thousands of visitors to make lasting connections to these special places while helping us manage these resources for the future.

Each season, visitors come to southwest Alaska to camp, hike, fish, hunt, and view brown bears in a natural, yet personal setting. I am confident that you are making your best efforts to ensure their experiences are safe and enjoyable throughout some of the wildest, most remote areas in North America. On behalf of the National Park Service, thank you for your past cooperation. Your contributions to resource stewardship and visitor enjoyment are recognized and appreciated.

I look forward to meeting you at our CUA meetings this spring.

Please feel free to contact me at any time with any comments or concerns about our commercial services program or park management. I can be reached at 907-246-2120 or at [diane\\_chung@nps.gov](mailto:diane_chung@nps.gov). Our commercial services program is administered by Lisa Fox (907-644-3644, [lisa\\_fox@nps.gov](mailto:lisa_fox@nps.gov)), and she is happy to discuss any concerns or questions you may have concerning the program at any time.

Sincerely

  
Diane Chung  
Superintendent





# United States Department of the Interior

## National Park Service Lake Clark National Park and Preserve Administrative Office

240 West 5<sup>th</sup> Avenue, Suite 236, Anchorage, AK 99501

### Field Office

General Delivery, Port Alsworth, AK 99653



C3827 (LACL)

May 1, 2013

Commercial Use Authorization Holders  
Lake Clark National Park & Preserve

Dear Business Partners:

As we prepare for the 2013 summer season, I would like to express my appreciation on behalf of the National Park Service for all of you who work to provide safe, rewarding and high quality visitor experiences within Lake Clark National Park & Preserve. Your contributions to resource stewardship and visitor enjoyment are recognized and greatly appreciated.

As the new Superintendent for Lake Clark National Park & Preserve, a spectacular jewel of the National Park System, I look forward to meeting and working with each of you during the 2013 summer season. I personally welcome our private sector operators as partners and recognize that these important relationships broaden the economic base of the local communities and the region.

Because of the wild and remote nature of the majority of our park areas, the National Park Service relies on the services offered by your businesses to safely transport and guide the visiting public. Whether our visitors are camping, hiking, fishing, hunting, or bear-viewing, I am confident that you are making every effort to ensure the visitor experiences are safe and enjoyable while continuing to protect the parks valuable resources.

I look forward to a successful season and please feel free to contact the Chief of Commercial Services, Lisa Fox (907-644-3644, [lisa\\_fox@nps.gov](mailto:lisa_fox@nps.gov)) or me at any time with comments or concerns regarding the commercial services program.

Sincerely,

Margaret L. Goodro  
Superintendent

**TAKE PRIDE<sup>®</sup>  
IN AMERICA** 

**Katmai National Park & Preserve  
Aniakchak National Monument & Preserve  
Alagnak Wild River - Contact Information**

**Administrative Headquarters**

#1 King Salmon Mall  
P. O. Box 7  
King Salmon, AK 99613  
Phone: (907) 246-3305  
Fax: (907) 246-2116

Lisa Fox  
Chief of Commercial Services  
Katmai/Lake Clark NP& P  
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[Lisa\\_Fox@nps.gov](mailto:Lisa_Fox@nps.gov)

Anna Sammer  
Concessions Specialist/Katmai  
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[Anna\\_Sammer@nps.gov](mailto:Anna_Sammer@nps.gov)

Neal Labrie  
Chief Ranger/LE Staff  
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[Neal\\_Labrie@nps.gov](mailto:Neal_Labrie@nps.gov)

Brett Nigus  
Wilderness District Ranger  
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Vera Gilliland  
Lead Dispatch/Park Headquarters  
(907) 246-2103  
[Vera\\_Gilliland@nps.gov](mailto:Vera_Gilliland@nps.gov)

**Visitor Center**

General Delivery  
King Salmon, AK 99613  
Phone: (907) 246-4250  
Fax: (907) 246-8550

Brenda Coleman  
Concessions Management Specialist  
Alaska Region  
(907) 644-3362  
[Brenda\\_Coleman@nps.gov](mailto:Brenda_Coleman@nps.gov)

Diane Chung  
Superintendent  
(907) 246-2120  
[Diane\\_Chung@nps.gov](mailto:Diane_Chung@nps.gov)

Wendy Artz  
Supervisory Park Ranger  
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[Wendy\\_Artz@nps.gov](mailto:Wendy_Artz@nps.gov)

Allen Gilliland  
Katmai Pilot  
(907) 246-2146  
[Allen\\_Gilliland@nps.gov](mailto:Allen_Gilliland@nps.gov)

Denise Holbrook  
Dispatch Asst. /CUA Specialist  
(907) 246-2113  
[Mary\\_D\\_Holbrook@nps.gov](mailto:Mary_D_Holbrook@nps.gov)

**\*\* IN CASE OF EMERGENCY \*\***

**CALL ARCC – DENALI OR 911**

**(907) 683-9555 (24 hr. coverage)**

## Lake Clark National Park & Preserve Contact Information

### Administrative Headquarters

#### Lake Clark NPS Office

240 West 5<sup>th</sup> Ave., Suite 236  
Anchorage, AK 99501  
Phone: ((907) 644-3626  
Fax: (907) 644-3810

### Visitor Center

General Delivery  
Port Alsworth, AK 99653  
Phone: (907) 781-2106  
Fax:

Lisa Fox  
Chief of Commercial Services  
Katmai/Lake Clark NP& P  
(907) 644-3644  
[Lisa\\_Fox@nps.gov](mailto:Lisa_Fox@nps.gov)

Margaret Goodro  
Superintendent  
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[Margaret\\_Goodro@nps.gov](mailto:Margaret_Goodro@nps.gov)

Leon Alsworth  
Ranger/Pilot  
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Kevyn Jalone  
Park Ranger/Lake Clark NP & P  
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### Field Headquarters

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Phone: (907) 781-2218  
Fax: (907) 781-2119

### Field Office

2181 Kachemak Drive  
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Alaska Region  
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Rich Richotte  
Kijik District Ranger/Pilot  
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[www.nps.gov/akso/concessions](http://www.nps.gov/akso/concessions)

**ATTACHMENT A**  
**CONDITIONS OF AUTHORIZATION**  
**(These conditions are applicable to all units of the National Park System)**

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) and underwritten by a United States company naming the United States of America, National Park Service, Concessions, 240 West 5<sup>th</sup> 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.
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 (CUA)**  
**(These conditions are applicable for all national park units in ALASKA)**

1. Engaging in an activity not authorized under #5 on the face of the CUA is prohibited.
2. The commercial visitor services authorized by this CUA must originate and terminate outside of the boundaries of the park area (or on an in-holding within the park). The CUA does not authorize the holder to advertise, solicit business, collect fees or sell any goods or services within the boundaries of the park area. All personal property used in the operation of CUA activities must be removed from the park area after each trip. Leaving personal property within the park area between trips is prohibited.
3. Holder is responsible for ensuring that each employee complies with the terms and conditions of the CUA. Holder shall ensure that each of their employees receive a copy of this authorization and understands the authorization and conditions.
4. Holder must provide a complete employee list to the National Park Service annually prior to startup for seasonal operations, or at the beginning of the calendar year for year-round operations.
5. Holder and their employees must carry a copy of the signature page of this authorization when operating in the park unit. Holder and their employees must present the document to any park employee on demand.
6. For guidance from the US Public Health Service and the National Park Service on food, water and waste sanitation, see the following website: [http://www.nps.gov/public\\_health/eh/bc.htm](http://www.nps.gov/public_health/eh/bc.htm)
7. When conducting any multi-day guided backcountry or wilderness activity (such as but not limited to mountaineering, glacier travel, backpacking, or river travel) Holder or their employee must carry some type of electronic communication equipment, including a backup source of power, capable of communicating with the outside world. Acceptable communication equipment includes satellite phones, Personal Locator Beacons (PLB's), VHF radios, or cell phones (only where service is known to be available). In addition, Holder or their employees must carry a non-electronic method to supplement the electronic communication equipment such as mirrors or flares for signaling location. Each group participant/client will be instructed on the proper use of these devices.
8. Accidents involving personal injury, substantial aircraft or vessel damage, or threatening incidents involving wildlife where active hazing by spray, flare or firearm are used 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/operating characteristics of the aircraft/vessel.
9. It is the Holder's responsibility to obtain prior approval from landowners for access to or across private lands within the Park Unit.
10. The Holder shall inform clients of park regulations and safety concerns before beginning a trip (see park regulations at <http://www.nps.gov/akso/management/regulations.cfm>).

11. Further to national CUA condition #8 (Attachment A), CUAs may be suspended, restricted, revoked or denied in accordance with NPS Alaska Region Revocation Policy ([www.nps.gov/akso/management/concession\\_docs/documents/AKRO\\_CUA\\_RevocationPolicy\\_2006.pdf](http://www.nps.gov/akso/management/concession_docs/documents/AKRO_CUA_RevocationPolicy_2006.pdf)).

12. Further to CUA Attachment A, condition #11, Holder is required to submit the following reports, annually. If Holder did not operate in a particular park, a report stating “did not operate” for that park and year is required. Each holder must complete a Gross Receipt Report and all “applicable” Activity Report(s) for each park for which an authorization is issued. Reports may be submitted by any of the following means:

- delivered to: National Park Service, Concessions Division, 240 West 5<sup>th</sup> Avenue #114, Anchorage, AK 99501;
- fax: (907 644-3813)
- e-mail: AKRO\_cua\_admin@nps.gov]
- Reports forms may be downloaded from the NPS website at [http://www.nps.gov/akso/management/commercial\\_authorizations.cfm](http://www.nps.gov/akso/management/commercial_authorizations.cfm)

<b>Gross Receipt Report</b>	<b>Due Date</b>
<ul style="list-style-type: none"> <li>• All CUA Holders are required to submit this report</li> </ul> <p>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 &amp; September reporting schedule for the activity report.</p>	Nov 15
<b>Activity Reports (General)</b>	<b>Due Date</b>
<ul style="list-style-type: none"> <li>• Air Taxi Operators Activity Report</li> </ul>	Nov 15
<ul style="list-style-type: none"> <li>• Guiding Activity Report</li> </ul>	Nov 15
<ul style="list-style-type: none"> <li>• 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).</li> </ul>	Feb 1
<ul style="list-style-type: none"> <li>• Incidental Big Game Transporters: All Air Taxi Operators providing hunt transport service on an incidental basis must report the number, names and addresses of clients transported, dates, number of client days, and game animal taken. The report 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.</li> </ul>	Nov 15 <sup>th</sup>
<b>Activity Reports (Park-Specific)</b>	<b>Due Date</b>
<ul style="list-style-type: none"> <li>• Aniakchak Activity Report &amp; Bill of Collection</li> </ul>	Nov 15
<ul style="list-style-type: none"> <li>• Brooks Camp Activity Report &amp; Bill of Collection</li> </ul>	Nov 15
<ul style="list-style-type: none"> <li>• Glacier Bay National Park &amp; Preserve: The holder must report their activity for all areas of the park, including the portions of the Gulf of Alaska, Cross Sound, North Inian Pass, North Pass, Icy Passage and Excursion Inlet that are within the park boundary. Send the completed forms to: Glacier Bay National Park, Attention Concessions Office, P.O. Box 140, Gustavus, AK 99826 or by fax to: (907) 697-2654, or by email to Marilyn_Trump@nps.gov</li> <li>• Charter Vessel Activity and Sportfishing Survey Reports must be received at the Park not later than the 5th of every month for the previous month (i.e. report May charters no later than June 5).</li> </ul>	Monthly

<ul style="list-style-type: none"> <li>• Standard CUA Activity Reports</li> <li>• Guided Backcountry, Guided Mountaineering, Guided Alsek River Rafting trips. Reporting form requirements are found in each of activity stipulation.</li> </ul>	Nov 15 <i>Within 15 days from trip completion</i>
<ul style="list-style-type: none"> <li>• Katmai/Alagnak Activity Report &amp; Bill of Collection</li> </ul>	Nov 15
<ul style="list-style-type: none"> <li>• Lake Clark Activity Report &amp; Bill of Collection</li> </ul>	Nov 15
<ul style="list-style-type: none"> <li>• Kenai Fjords National Park <ul style="list-style-type: none"> <li>(a) Any permittee conducting a guided overnight trip anywhere in the park OR a day trip in any coastal area of the park is required to maintain and submit an Annual Activity Summary report. All other activity should also be recorded on the Annual Activity Summary report, which must be submitted to the National Park Service Concessions Department by September 15th.</li> <li>• (b) For each overnight trip on the Harding Icefield, the trip leader must fill out a Post Trip Report form and mark the group's route and campsites on a topographic map – a reproduction map is acceptable. These trip report forms must be submitted with the Annual Activity Report at the end of the season to the National Park Service Concessions Department by September 15th.</li> <li>• (c) Any permittee conducting guided ice hiking on Exit Glacier or guided hiking on the Harding Icefield Trail must record a Day Use Activity Summary of their activity. This activity report is available on the Kenai Fjords National Park website. <a href="http://www.nps.gov/kefj/parkmgmt/upload/Day%20Use%20Summary.pdf">www.nps.gov/kefj/parkmgmt/upload/Day%20Use%20Summary.pdf</a> The report must include daily use for each month, including number of guides, number of clients, the name of the guide(s) and Comments/Observations. This summary must be turned in to the National Park Service Concessions Department by September 15th .</li> </ul> </li> </ul>	Sep 15 <sup>th</sup>
<ul style="list-style-type: none"> <li>• Klondike Gold Rush Activity Report &amp; Bill of Collection <ul style="list-style-type: none"> <li>(1) August 15 deadline for May – July Activity Report</li> <li>(2) November 15 deadline for August – September Activity Report</li> </ul> </li> </ul>	Aug 15 Nov 15
<ul style="list-style-type: none"> <li>• 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.</li> </ul>	Monthly

### 30. **INSURANCE**

- 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.

- 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”.

- 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.

- 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      Minimum Amount

<b>Backpacking, Hiking, Photography, Horse Rides, Horse Packing, Camping (Group), Dog Sled Tours, Winter Backcountry Use, Sportfishing without boat, Bicycle Tours, Bear Viewing, Wagon Rides</b>	<b><u>Comprehensive General Liability</u></b> (Guides & Outfitters)	\$300,000/Occurrence
<b>Mountaineering</b>	<b><u>Comprehensive General Liability</u></b> (Guides & Outfitters)	<b><u>PARTY SIZE - Amount</u></b> Up to 5: \$300,000/Occurrence 6 to 12: \$500,000/Occurrence 13 or more: \$1,000,000/Occurrence
<b>Motor Vehicles (Shuttle Service, Vehicle Tours)</b>	<b><u>Auto Liability</u></b> Coverage is required for all owned, non-owned and hired vehicles.	<b><u>PARTY SIZE - Amount</u></b> Up to 5: \$300,000/Occurrence 6 to 12: \$500,000/Occurrence 13 to 20: \$750,000/Occurrence 21 to 50 \$1,500,000/occurrence 51 or more: Contact NPS
<b><u>Watercraft Over 26 Feet</u></b> Boating Trips, Charter Boat, Sportfishing with boat, Hunt Transporters (via boat)	<b><u>Protection &amp; Indemnity</u></b> If your vessels is over 26 feet.	<b><u>Passengers Amount</u></b> Up to 5: \$300,000/Occurrence 6 to 12: \$500,000/Occurrence 13 to 20: \$1,000,000/Occurrence 21 to 50 \$1,500,000/occurrence 51 & Over: Contact NPS
<b><u>Watercraft Under 26 Feet</u></b> Boating Trips, Charter Boat, Sportfishing with boat, Kayak Tours, Hunt Transporters (via boat)	<b><u>Comprehensive General Liability</u></b> If your vessels is under 26 feet. (Insurance cert must include statement that “ <b><i>watercraft liability is included</i></b> ”).	\$300,000 Per Occurrence
<b>Air Taxi, Big Game Transporters (via plane)</b>	Aircraft Liability	\$150,000 per seat for bodily injury or death in a single occurrence; and \$100,000 for property damage in a single occurrence.
<b>Employee Coverage</b>	Worker’s Compensation	Required if you have Hired Employees.

### **31. Visitor Acknowledgement of Risks Form**

- 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.

VISITOR'S ACKNOWLEDGEMENT OF RISKS FORM

In consideration of the services of \_\_\_\_\_ their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as “\_\_\_\_\_”) I agree as follows:

Although \_\_\_\_\_ has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, \_\_\_\_\_ has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death.

\_\_\_\_\_ does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

[description of risks]:

I am aware that \_\_\_\_\_ entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of \_\_\_\_\_ has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

\_\_\_\_\_  
Signature Date

Signature of Parent of Guardian, if participant is under 18 years of age

\_\_\_\_\_  
Signature Date



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**ATTACHMENT C**  
**Katmai National Park & Preserve**  
**Aniakchak National Monument & Preserve**  
**Alagnak Wild River**

**Park-Specific Provisions**  
**2013**  
(Last Revised: March 2012)

**The following specific provisions (in addition to all conditions and provisions provided in Attachments A and B), are applicable to those commercial activities and areas authorized in your Commercial Use Authorization:**

1. Excluding Brooks Camp Developed Area, any commercial trip will be limited to a group size of 15 persons including Holder's employees.
2. The use of vessels (boats and rafts with or without motors) is prohibited on American Creek except that boat trips can originate at Hammersly Lake and end at Lake Colville.
3. Use of Public-Use Cabins in support of commercial activities is prohibited. Fure's cabin is the only designated Public Use Cabin in Katmai. Nonvianuk, Amalik and Swikshak structures in Katmai and Aniakchak Bay Cabin in Aniakchak are for park administrative use only.
4. Standing dead wood, leaning dead wood or any wood associated with historic structures or historic features or those cabins identified in #4 above may not be collected. The use of chainsaws is prohibited within Katmai National Park, Aniakchak National Monument and the Alagnak Wild River.
5. All fuel caches must have prior written approval from the Superintendent. A written request must include the exact location of the proposed fuel cache including a map and GPS coordinates (if available) AND the reason for the cache. If approved, all fuel caches must be removed from the park on or before November 15.
6. No personal or business property of any kind may be stored or left unattended for more than 48 hours without written permission from the superintendent.
7. Radio frequency 122.9 will be utilized to announce intentions for landing and takeoff.
8. All watercraft utilized under this CUA must be identified in paragraph 14 of the CUA application, and are considered commercial watercraft at all times. Watercraft must be

legibly marked with the trade or service-marked logo or name of the Authorization on the outside of the boat.

9. Watercraft identified in paragraph 14 of the CUA application may be used for access to and from park lands and waters to support CUA operations; however watercraft may not be left in the field unattended except as may be necessary for limited periods while client(s) are guided to areas the watercraft cannot reach. Unattended boat storage is prohibited; at the conclusion of each separately guided trip, the watercraft must be retrieved and removed from the field with the client(s).
10. Cleaning and depositing fish parts at Big River is not permitted.
11. The establishment of a campsite, camping or staging a campsite without clients physically in camp is limited to one day prior to arrival of clients and one day after departure of clients. Camping is authorized for 14 consecutive days in one location. Camping is prohibited after 14 consecutive days in one location unless the camp is moved at least 2 miles or unless authorized by the Superintendent.
12. Any discharge of bear spray or signal flares (or any other device or substance intended to frighten and/or repel wildlife) in response to an encounter with a bear or any other wildlife must be reported to the Katmai Chief Ranger within 72 hours of the incident.
13. All guides and clients will carry and have in their possession all required state licenses for the activity being pursued, e.g. fishing and hunting. These documents must be carried and must be available for inspection upon request from any park or state official while operating within the boundaries of Katmai National Park, Alagnak Wild River, and/or Aniakchak National Monument.

## **BROOKS CAMP**

14. Immediately after arrival at Brooks Camp Developed Area, the Commercial Use Authorization Holder is required to ensure all clients proceed to the park's visitor center for an NPS-approved Bear Orientation.
15. Aircraft must maintain 1000' AGL in vicinity of Brooks Camp. Landing and takeoffs or taxiing within 50 yards of bears is prohibited.
16. Aircraft surface operations are limited to idle maneuvers within 200 yards of Brooks Camp Beach on Naknek Lake. Step Taxi operations, initiation of takeoffs and landings within this zone is prohibited.
17. Power-on, negative pitch beaching operations of turbine powered craft are prohibited.
18. Loading or unloading passengers or cargo from aircraft must be done only when engine or engines are completely shut down. "Hot loading" or "hot unloading" of passengers or cargo is prohibited.
19. Other than during the loading or unloading of passengers or cargo, aircraft or watercraft may not be parked in the following areas:

- a) On Naknek Lake between the mouth of the Brooks River and the NPS flagpole.
- b) On Brooks Lake within 60 feet either side of the cleared ramp area adjacent to the picnic tables.

20. A maximum of six spaces at the campground at Brooks Camp per night are available to be reserved by Commercial Use Authorization Holders. Once two sites have been reserved by Holders, no additional Holder reservations will be accepted for that night(s). Subject to the two space limitation, Commercial Use Authorization Holders may reserve spaces under the same terms and conditions as the public. Spaces are not set aside for Holder reservation and consequently may not be available if otherwise reserved by the public. Commercial Use Authorization Holders must identify themselves as Katmai commercial operators when making reservations. Except as provided above, the campground at Brooks Camp and/or any of its related facilities will not be used for, or in support of, commercial activities.

**MANAGEMENT FEES**

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.

<b>Park Unit / Area</b>	<b>Management Fee</b>	<b>Due Date</b>	<b>Notes</b>
Alagnak Wild River	\$6.00 per person, per day (excludes Guides)	November 15th of each year along with Activity Summary Report	
Aniakchak National Monument & Preserve	\$6.00 per person per day (excludes Guides)	November 15th of each year along with Activity Summary Report	
Brooks Camp (Developed Area)	\$14.00 per person per day (excludes Guides)	November 15th of each year along with Activity Summary Report	If the same client visits both Brooks Camp Developed Area and any other locations in Katmai National Park & Preserve on the same day with the same Holder, only the Brooks Camp Developed Area fee will be collected.
Katmai National Park & Preserve (Includes locations in Katmai National Park & Preserve Excluding Brooks Camp Developed Area)	\$6.00 per person, per day (excludes Guides)	November 15th of each year along with Activity Summary Report	If the same client visits both Brooks Camp Developed Area and any other locations in Katmai National Park & Preserve on the same day with the same Holder, only the Brooks Camp Developed Area fee will be collected.

**FEES FOR LATE PAYMENTS**

A fee set based on the current interest rate as specified under the Prompt Payment Act. An administrative fee of \$5.00 will also be assessed.

## **BUSINESS PARTNER MEETINGS**

Holders may be required to attend an Annual Business Partner meeting prior to beginning operations. Holders will be notified in advance of requirements and locations. Failure to attend a required meeting may result in loss of a CUA authorization. Meeting requirements may apply for 2013.

## **SUSPENSION, RESTRICTION, REVOCATION and DENIAL POLICY**

This Authorization may be suspended, restricted or revoked in accordance with the NPS Alaska Regional Policy Number 700-001. A violation is defined as:

- Failure to comply with state or federal law, regulation or administrative action where a link exists between the offense and the business activity authorized regardless of whether the violation occurred in a unit of the National Park System, regardless of whether the violation occurred in a unit of the National Park Service;
- Violation of 18 U.S.C. 1001, providing false information to any agency or department of the United States;
- Failure to comply with a federal or state health or safety code or regulation when conducting activities authorized by the CUA;
- Failure to comply with the provisions and conditions of the CUA.



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**ATTACHMENT C**  
**Lake Clark National Park & Preserve**  
**Park-Specific Provisions**  
**2013**  
(Last Revised: February 2012)

**The following specific provisions (in addition to all conditions and provisions provided in Attachments A and B), are applicable to those commercial activities and areas authorized in your Commercial Use Authorization:**

1. Commercial Use Authorization Holder shall ensure that each of its employees receives training in and reviews a copy of this Authorization including all conditions and stipulations.
2. Commercial Use Authorization 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 including the attached compendium.
3. Commercial Use Authorization Holder and its employees shall comply with the attached compendium which is incorporated as a part of the Authorization.
4. Any commercial trip will be limited to a group size of 15 persons including Holder's employees.
5. Commercial Use Authorization Holder camps shall not remain vacant more than 24 hours. All bear attractants including food and garbage will be removed while camps are vacant.
6. After a camp has remained in one place a maximum of 14 days, the same Commercial Use Authorization Holder may not reestablish a campsite on the original site for at least five days.
7. Commercial Use Authorization Holder may collect only dead wood from the ground for personal use as fuel for campfires. Live trees, standing dead wood, leaning dead wood or wood associated with historic structures or historic features may not be collected for any reason. The use of chainsaws is prohibited within Lake Clark National Park.
8. All fuel caches must have prior written approval from the Superintendent. A written request must include the exact location of the proposed fuel cache including a map and GPS coordinates (if available) AND the reason for the cache. If approved, all fuel caches must be removed from the park on or before November 15.

9. No personal or business property of any kind may be stored or left unattended for more than 48 hours without written permission from the superintendent.
10. All NPS bear viewing activity in Chinitna Bay is limited to the existing designated bear viewing site, the outer beach, or a second bear viewing site southwest of the point, as indicated on the Chinitna Bay site map (attached). A maximum of 15 persons may occupy each bear viewing site at any one time. Access to the existing designated bear viewing site is an established trail from the beach to the site. No travel is authorized north of the tidal slough or through the grasslands between the slough and the beach. Please respect private property in this area (see Chinitna Bay site map for details).
11. Commercial Use Authorization Holder must comply with any direction from a uniformed National Park Service employee. The NPS employee will have the authority to make all decisions to assure compliance with this authorization, applicable laws, regulation and policy.
12. Any bear encounter where bear(s) contact camps or gear or approach humans in an aggressive manner, must be reported to NPS as soon as practicable. The report must include: date of incident, location, number, and if possible, sex/age of bears, type of bear action (destroy gear, obtain food, charge people, etc), the human response (bear spray, move camp, kill bear etc), people involved and contact phone numbers/email.

### **MANAGEMENT FEES**

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.

<b>Park Name</b>	<b>Management Fee</b>	<b>Due Date</b>
Lake Clark National Park & Preserve	\$6.00 per person, per day (excludes Guides)	November 15th of each year along with Activity Summary Report

### **FEES FOR LATE PAYMENTS**

A fee set based on the current interest rate as specified under the Prompt Payment Act. An administrative fee of \$5.00 will also be assessed.

### **SUSPENSION, RESTRICTION, REVOCATION and DENIAL POLICY**

This Authorization may be suspended, restricted or revoked in accordance with the NPS Alaska Regional Policy Number 700-001. A violation is defined as:

- Failure to comply with state or federal law, regulation or administrative action where a link exists between the offense and the business activity authorized regardless of whether the violation occurred in a unit of the National Park System;
- Violation of 18 U.S.C. 1001, providing false information to any agency or department of the United States;
- Failure to comply with a federal or state health or safety code or regulation when conducting activities authorized by the CUA;
- Failure to comply with the provisions and conditions of the CUA.

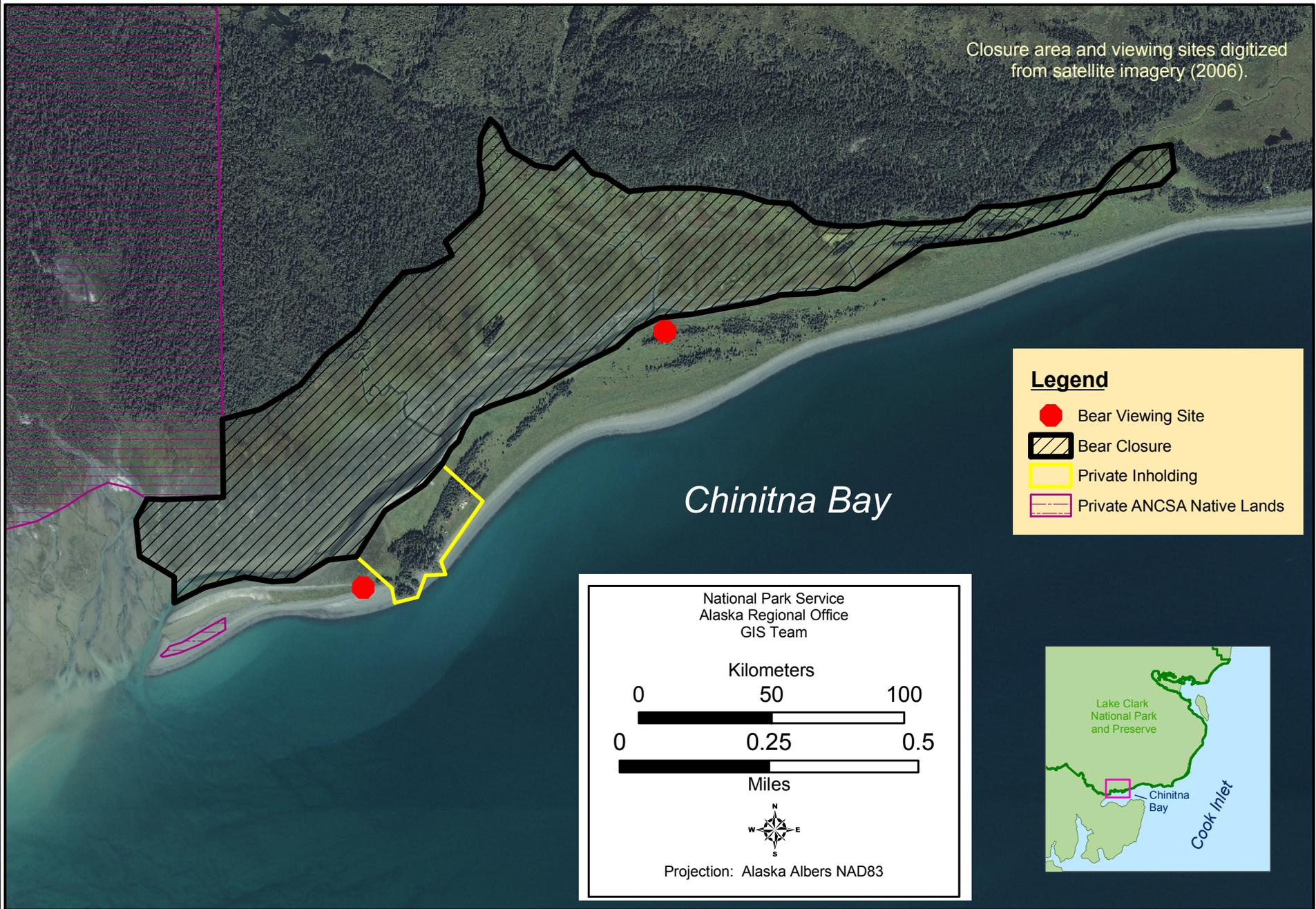
# Chinitna Bay - Lake Clark National Park and Preserve

Bear Meadow Closure to Human Activity: May 1 - August 31

Alaska Region  
National Park Service  
U. S. Department of the Interior



Closure area and viewing sites digitized from satellite imagery (2006).



**Legend**

- Bear Viewing Site
- Bear Closure
- Private Inholding
- Private ANCSA Native Lands

National Park Service  
Alaska Regional Office  
GIS Team

Kilometers  
0 50 100

Miles  
0 0.25 0.5

Projection: Alaska Albers NAD83





# NATIONAL PARK SERVICE ALASKA REGION POLICY



REGIONAL POLICY NUMBER 700-001-Revised  
REVISED: January 1, 2012  
EXPIRATION DATE: December 31, 2013

**SUBJECT:** COMMERCIAL USE AUTHORIZATION SUSPENSION,  
RESTRICTION, REVOCATION AND DENIAL POLICY

**POINT OF CONTACT:** Associate Regional Director, Operations

**AUTHORITY:** Public Law 105-391, Section 418; 16 United States Code (USC)  
1 and 3

**REFERENCES:** Not Applicable

**DELEGATION:** Superintendents

**PURPOSE:** This policy and procedure provides guidance to Alaska Park Managers when considering whether to suspend, restrict or revoke a Commercial Use Authorization (CUA) and when considering whether to approve an application for a future Commercial Use Authorization.

**PERMIT CONDITIONS/PROVISIONS RELATED TO TERMINATION OR REVOCATION:**

- Attachment A, Item #8: The CUA may be suspended or revoked upon breach of any of the conditions and/or stipulations or at the discretion of the park area Superintendent.

**POLICY:** This policy is intended to provide guidance regarding the actions to be taken in the event of a permittee violation (as defined in this policy). The Superintendent may take a different action than that called for in the policy at his or her discretion. The Superintendent also retains the authority to immediately suspend, restrict or revoke a CUA or deny a future CUA application at their discretion.

**Definitions**

- Holder/Owner - a sole proprietorship, partnership, limited partnership, joint venture, or corporation including corporate officers and those shareholders who have a controlling interest in a corporation, which has applied for or received a CUA.
- Employee - a person in the service of the Holder/Owner under any contract of hire, express or implied, oral or written, where the Holder/Owner has the power or right to control and direct the employee in the work performed.

**Violations**

1. Failure to comply with state or federal law, regulation or administrative action where a link exists between the offense and the business activity authorized regardless of whether the violation occurred in a unit of the National Park System;
2. Violation of 18 U.S.C. 1001, providing false information to any agency or department of the United States;
3. Failure to comply with a federal or state health or safety code or regulation when conducting activities authorized by the CUA;
4. Failure to comply with the provisions and conditions of the CUA.

**Suspension, Restriction and Revocation**

A CUA may be suspended, restricted, or revoked when the Holder/Owner or employee commits a violation as defined above. The Superintendent will determine the appropriate administrative action regarding the violation based on a totality of the circumstances, including consideration of prior relevant violations. The following table may be used as a general guideline that may be appropriate in some circumstances.

VIOLATION	ACTION BY SUPERINTENDENT
First Violation	A minimum of a written warning. May include a period of suspension or restriction of the CUA depending upon the violation.
Second Violation	Suspension or restriction of the CUA for a minimum of 30 days and up to a maximum of 120 days or revocation of the CUA depending upon the violation.
Third Violation	Revocation of the CUA.

**Denial of a CUA Application**

An application for a CUA may be denied if the Holder/Owner or any of the Holder/Owners current or proposed employees committed a violation, as defined above, within five years of the date of application. A Holder/Owner who has had a CUA revoked may be denied a new CUA for up to five years from the date of revocation.

**Process**

If the Superintendent believes a Holder/Owner has committed a violation, the Superintendent or his/her designee shall:

1. Notify the Holder/Owner of the violation, in writing, as soon as possible or appropriate. It is in the best interest of the National Park Service and the Holder/Owner that the Holder/Owner be made aware of the violation and be given an opportunity to take corrective action to avoid future violations and provide any explanation of the circumstances that lead to the violation. Depending on the nature of the violation, the *company* (CUA Holder/Owner) may be charged with the crime. In other circumstances, it may be more appropriate for the *individual employee* to be charged. If an employee is charged with a violation (but not the company itself), the CUA Holder/Owner shall be notified. Notify the Alaska Region (AKR) Concessions Division. Regardless of who is charged, all direction outlined in this Revocation Policy may still apply.

2. Give the Holder/Owner an opportunity to explain the circumstances that led to the violation before taking final administration action at the park level. This does not preclude immediate suspension or restriction of the CUA when warranted.
3. If the Holder/Owner is authorized to operate in more than one park, notify the other parks and the AKR Concessions Division. A suspension, restriction, revocation or denial of a future CUA would likely apply to all services and parks authorized under the CUA. However, a more limited action may be appropriate, as circumstances warrant.
4. Notify the Holder/Owner of their right to appeal to the Regional Director. See appeal procedure below.

**Appeal Process**

An appeal of the action may be made to the Regional Director. Such an appeal must be submitted in writing within 30 days of receipt of the decision. Appeals must set forth the facts and circumstances that the appellant believes support the appeal. The appellant may request an informal meeting to discuss the appeal with the Regional Director or his/her representative. After consideration of the materials submitted by the appellant and the National Park Service record of the matter, and meeting with the appellant if so requested, the Regional Director will affirm, reverse, or modify the decision appealed and will set forth in writing the basis of the decision. A copy of the decision will be forwarded to the appellant and will constitute the final administrative decision in the matter.

APPROVED: *Sue E. Masica*  
Sue E. Masica  
Regional Director, Alaska

DATE: 12/9/2011