

TEMPORARY USE PERMIT AND LIABILITY WAIVER

THIS Temporary Revocable License Agreement is entered into by and between Settler's Bay Golf Course, LLC, hereinafter referred to as Licensor, and _____ and _____, hereinafter referred to as Licensees.

WHEREAS, the Licensees are owners of a lot at Settler's Bay Subdivision ("Property"); and

WHEREAS, Licensees desire to use the golf course and certain other designated open space owned by Licensor.

NOW, THEREFORE, in consideration of the terms hereof, a temporary revocable license is granted to Licensees by Licensor upon the following terms and conditions:

1. Temporary Revocable License. The rights to the usage of the Property for the limited purposes described herein is a temporary revocable license which may be canceled or otherwise restricted without advance notice to Licensees in the sole and unfettered discretion of Licensor. Licensees shall not have interest in the Property in the notice of an easement or any other right in law or in equity to the use of or restriction on the development and operation of the Property.

(a) Waiver of Claims by Licensees. In consideration of the terms and conditions of this Agreement, Licensees, on their own behalf and on behalf of any minor children of Licensees, do hereby expressly waive and release any and all claims against Licensor, its officers, directors, shareholders, members, employees, agents, and contractors "Releasees" arising out of any accident, illness, injury, damage or other loss or harm to or incurred or suffered by the Licensees or his/her/their property in connection with or incidental to activities conducted by Releasees on the property of Licensor. Licensees hereby acknowledge and agree that they have not in the past claimed or owned any interest in the property of Licensor, including any right to any particular usage or development of the property of Licensor, and expressly waives and disclaims any such right that may have ever previously existed in favor of Licensees.

(b) Indemnity. Licensees hereby agree to defend, indemnify and hold Licensor harmless from any and all claims arising out of any accident, injury, damage or other loss or harm to or incurred or suffered by any person in connection with or incidental to the activities of Licensees or any guest or invitee of Licensees on the Property.

(c) Restrictions on Use. The use of the property of Licensor by Licensees shall be solely for purposes of hiking, sledding, and cross-country skiing activities.

The following actions and activities by Licensees on the Property are expressly prohibited: (i) use of any motorized vehicle, including but not limited to, snowmachines,

all terrain vehicles, motorcycles, automobiles, planes, paragliders, or boats; (ii) swimming in any water body; (iii) the use of or possession of any alcohol or drugs; (iv) the lighting of or use of any fire; (v) the carrying or discharging any firearms; (vi) damaging and cutting or otherwise defacing any improvements, including all shrubs and trees on the Property; (vii) entering on or traversing the greens on the golf course or any other area on the Property that Licensor designates, orally or in writing; (viii) playing loud music; (ix) inviting more than one guest at a given time per Licensees' family; (x) parties or other group social gatherings; (xi) ice skating, downhill skiing, paragliding, use of hot air balloons, or any other type of flight activity.

2. Compliance with Directions. Licensees agree to comply with the directions of any person who identifies themselves as an employee or representative of Licensor, whether such direction is oral or in writing. Licensees shall respect the rights of other persons using the property of Licensor, and conduct themselves in a non-boisterous manner, and to not trespass upon the private property of any lot owner adjoining the Property.

3. Notices. Any notice or demand which under the terms of this Agreement or any statute may or must be given or made by the parties hereto shall be in writing and given and made by mailing by certified or registered mail, addressed to the other party as follows:

Licensor: Settler's Bay Golf Course, LLC
P.O. Box 877509
Wasilla, Alaska 99687

Licensees: _____

Either party may, however, designate in writing such new or other addresses to which such notice or demand shall thereafter be so given, made or mailed. Any notice given hereunder by mail shall be deemed delivered when deposited in a United States general or branch post office, enclosed in a registered or certified prepaid wrapper addressed as set forth above.

4. Modifications. No modifications, changes, or amendments may be made to this Agreement by either party except in written instrument executed by each party.

5. Binding Effect. This Agreement shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the respective parties.

6. Not Assignable. This License may not be assigned by Licensees and any purported assignment by Licensees of this License or any interest therein shall be void and of no force and effect.

7. Headings. Headings used in this Agreement are for the convenience only and shall not affect the construction of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year set opposite their respective signatures.

LICENSOR: SETTLER'S BAY GOLF COURSE, LLC

DATED: _____

By: _____

Its: _____

LICENSEES: _____

DATED: _____

_____, Licensee

DATED: _____

_____, Licensee