

GENERAL RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

_____ (“Producer”) has requested permission from the City of Whittier, Alaska (“City”), to film the City and activities occurring on City property for inclusion in a film, television program or advertising segment identified as _____ that Producer intends to produce and market for commercial distribution (“Program”). In consideration of the City granting to Producer the permission that it requests, Producer enters into the following agreement with the City. This agreement with the City serves to release the City of liability and indemnification for any activity by Producer related to the Program under the terms of this agreement from _____ to _____.

Producer, a _____ [name of state of incorporation] corporation, hereby acknowledges that presence on or near property during commercial activities such as unloading/loading fish or cargo can be an extremely dangerous environment and may be life threatening. It acknowledges that the City, through its employees, attorneys, and other representatives, have repeatedly notified Producer of the potential dangers of being within the vicinity of the industrial and commercial areas in the City including its port and harbor to protect Producer from both the foreseeable and the unforeseeable dangers posed by activities and actions of individuals and equipment during commercial and industrial business conducted in the City.

Producer, on its behalf and on behalf of all its employees, designees, representatives, subcontractors, directors, officers, volunteers, administrators, agents, heirs, beneficiaries, executors, successors, assigns, and other entities or individuals claiming through it or affiliated with it (hereafter collectively referred to as “Producer”) hereby covenants and agrees to release, indemnify, and hold harmless the City of Whittier, Alaska, its employees, volunteers, officials, agents, officers, departments, boards, commissions, or other bodies (hereafter collectively referred to as the “City”) from and for any and all demands, claims, suits or causes of action, whether known or unknown, arising from any and all loss, damage, and/or mental or physical injury (including, but not limited to injuries leading to death and death itself) to any property or any person which may occur from any cause whatsoever in the course of Producer’s production of the Program. This General Release of Liability and Indemnification Agreement (“Release and Indemnification”) includes an action against the City for death, damage, or injury resulting from an inherent danger and/or risk of being on City property in the course of Producer’s production of the Program. This Release and Indemnification also prohibits the Producer from bringing an action, suit, claim or cause of action, or making a demand, whether known or unknown, against the City arising out of the City’s negligence, gross negligence, failure to use due care, or any intentional tort and requires Producer to indemnify the City for any such claims brought against the City that arise from or during Producer’s use of or presence on City property. Producer also warrants that injuries, death or damage stemming from equipment malfunction or misuse, human error, ignoring a known hazard, and a defect in the property are all within the scope of this Release and Indemnification and Producer is barred from bringing any and all present or future demands, suits, claims or causes of action arising from the City’s conduct, including

demands, suits, claims or causes of action arising from the City's negligence or gross negligence, committed by the City and is obligated to indemnify and hold harmless the City for any such claims brought against the City that arise from or during Producer's use of or presence on City property. The above list of potential causes of injury, death or loss is intended only to provide an example of the broad scope of this Release and Indemnification and is in no way intended to limit the Release to the named causes as this Release and Indemnification is intended to apply to any and all causes of liability.

Producer is familiar with the decision of the Alaska Supreme Court in *Young v. State*, 455 P.2d 889 (Alaska 1969) and it is still the undersigned's true intent and desire to fully release all of the entities and persons described above collectively as City even though all of such entities and persons are not specifically named herein. Producer further acknowledges familiarity with the decision of the Alaska Supreme Court in *Witt v. Watkins*, 579 P.2d 1065 (Alaska 1978) and intends this release to discharge the City from any liability for damages or losses subsequently discovered or incurred or for damages or losses that are different in extent, degree, or kind than those now alleged, known, anticipated, or expected.

Producer hereby acknowledges and covenants that this Release and Indemnification is made in a commercial setting between a municipal corporation and a private commercial enterprise which has the ability and the obligation to purchase insurance and to abstain from entering City property or any other property during the conduct of live fire training or an emergency situation. Consequently, Producer hereby acknowledges that ambiguities in this Release and Indemnification shall be resolved in favor of the City and protecting the City from any and all liability. This Release and Indemnification has been submitted to the scrutiny of all parties and their counsel if desired, and it shall be interpreted without consideration to or weight given to its being drafted by any party or its counsel and interpreted according to its fair meaning and intent and not for or against either party.

Producer hereby warrants and represents that it has authority to enter into this Release and Indemnification and that the representative signing this Release and Indemnification has authority to sign this Release and Indemnification on behalf of Producer. This Release and Indemnification shall be governed by the laws of the State of Alaska.

PRODUCER

By: _____

Date: _____

Print Name: _____

Title: _____