

## **TANANA RIVER RAIL BRIDGE ACCESS PERMIT AND RELEASE AGREEMENT**

\_\_\_\_\_, hereinafter referred to as the "Permittee," has requested permission from the Alaska Railroad Corporation, hereinafter referred to as "ARRC," to cross the ARRC's Tanana River Rail Bridge located near Salcha, Alaska, hereinafter referred to as the "Bridge," solely for the purpose of hunting on State and Military lands located on the south bank of the Tanana River. ARRC hereby grants Permittee such access across its property on the following terms and conditions:

1. **Safety Rules.** Permittee acknowledges and agrees that the safety of the public is the first and most important concern with regard to ARRC's property. Accordingly, Permittee shall obey the following rules for crossing the Bridge and associated ARRC property:

- (a) No vehicles that weigh in excess of 2,000 pounds (gross vehicle weight, i.e. loaded) may cross the Bridge.**
- (b) The speed limit while on the Bridge is 10 MPH.**
- (c) Vehicle access to the Bridge is limited to daylight hours only.**

2. **Term.** **This Permit shall be valid beginning at sunrise on September 1, 2024 and ending at sunset on September 30, 2024.** This Permit may be revoked at any time by any ARRC representative for any action by Permittee which is determined to be unsafe or in violation of the terms and conditions hereof.

3. **Assumption of Risk.** Permittee acknowledges that entering onto ARRC property to cross the Bridge is a dangerous activity that entails known and unanticipated risks that could result in physical injury, death, or damage to him/her or their property, and that such risks cannot be eliminated. Permittee understands that the scope, nature, and extent of the risks posed by his/her activities under this Permit include, but are not limited to, the following: (1) the Bridge is not designed for pedestrian or vehicle traffic and is not maintained to any particular level or standard that would allow safe pedestrian or vehicle access; (2) the gravel surface of the Bridge is unstable, and prone to rutting, pot holes, wash boarding and other hazards that may make it difficult to control a vehicle; (3) the handrails on the Bridge are not designed to prevent a vehicle from falling off the Bridge into the river; and (4) all other risks and dangers associated with Permittee utilizing the Bridge or roadways that are not designed for pedestrian or vehicle access. Permittee willingly and knowingly accepts those risks, which he/she understands could result in his/her injury or death or damage to his/her property.

4. **Release of Liability.** For and in consideration of ARRC granting the Permittee permission to use its property and the Bridge for the purposes herein stated, the Permittee, hereby agrees, for himself/herself, and his/her legal representatives, or other persons claiming under or through him/her, to release and forever discharge ARRC and its directors, officers, agents and employees, from any and all claims, suits or demands which he/she, or his/her legal representatives, or other persons claiming under or through him/her have or can or may have as the result of any losses, damages, expenses, personal injuries, or death, which he/she, or any persons whomsoever claiming under or through him/her, may suffer or sustain while upon, about, or in the vicinity of the Bridge, or other premises of ARRC, regardless of whether said losses, damages, expenses, personal injuries, or death result from or are caused by the negligence of ARRC, its directors, officers, agents, and/or employees, or are otherwise caused.

5. Indemnity. As further consideration for ARRC granting the Permittee permission to use its property and the Bridge for the purposes herein stated, Permittee shall assume complete liability for any and all claims resulting from his/her activities under this Permit. Permittee shall defend, indemnify and hold ARRC harmless from and against all claims, losses, harm, costs, liabilities, damages, and expenses (including, but not limited to, attorneys' fees), whether suffered by ARRC, or any other person or entity, in any manner directly or indirectly arising out of or due to:

- (a) any act, omission, fault, negligence, or strict liability of Permittee in connection with or incident to the activities authorized under this Permit;
- (b) any bodily harm (including death) to any person or damage to any property or to the environment in connection with the acts or omissions of Permittee and Permittee's agents, or invitees, relating or incident to the activities authorized under this Permit;
- (c) any failure of Permittee to comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now or hereafter in effect, or any governmental authority; or
- (d) any failure of Permittee to comply with the requirements of this Permit.

To the fullest extent permitted by applicable law, the provisions of this Section 5 shall apply regardless of any acts, omissions, fault, negligence, or strict liability of ARRC.

6. Covenant Not to Sue. As further consideration for ARRC granting the Permittee permission to use its property and the Bridge for the purposes herein stated, Permittee hereby agrees that he/she will not make any claim or bring any legal action or voluntarily assist in any legal action against ARRC, its directors, officers, agents and/or employees, nor permit anyone else to do so on his/her behalf, for any claim, loss, damage, death or injury sustained by him/her while upon, about, or in the vicinity of the Bridge, or other premises of ARRC.

7. Survival of Obligations. Any and all obligations assumed and promises made by Permittee under this Permit shall be binding on his/her heirs, and the executors and administrators of his/her estate. Permittee hereby further instructs his/her heirs, administrators, and executors to honor this Permit and to make no claim against ARRC, its directors, officers, agents and/or employees for any claim, loss, damage, death or injury this Permit purports to cover. Any terms of this Permit that should, by their nature, survive the expiration or earlier termination of this Permit, shall so survive, including without limitation, Sections 3, 4, 5 and 6.

**PERMITTEE ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS PERMIT, THOROUGHLY KNOWS AND UNDERSTANDS THE CONTENTS, CONSEQUENCES AND MEANING OF IT, AND HAS EXECUTED AND DELIVERED IT AS HIS/HER FREE, KNOWING AND VOLUNTARY ACT AND DEED. PERMITTEE FURTHER ACKNOWLEDGES AND UNDERSTANDS THAT HIS/HER AGREEMENT TO THE ASSUMPTION OF RISK, RELEASE, INDEMNITY AND COVENANT NOT TO SUE PROVISIONS IN SECTIONS 3 THROUGH 6 OF THIS PERMIT IS PART OF THE CONSIDERATION FOR THE RIGHTS GRANTED TO HIM/HER IN THIS PERMIT AND THAT ARRC WOULD NOT HAVE ENTERED INTO THIS PERMIT OR OTHERWISE GRANTED THE RIGHTS GRANTED HEREIN WITHOUT PERMITTEE'S AGREEMENT TO THOSE PROVISIONS.**

**PERMITTEE ACKNOWLEDGES THAT COMPLIANCE WITH THIS PERMIT DOES NOT ENSURE COMPLIANCE WITH REQUIRED MILITARY PERMITS OR PASSES. PERMITTEE IS RESPONSIBLE FOR OBTAINING, UNDERSTANDING AND COMPLYING WITH ANY SUCH MILITARY PERMITS OR PASSES.**

\_\_\_\_\_  
Printed Name of Permittee

\_\_\_\_\_  
Street Address, City, State Zip Code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Sikes Act Permit ("SAP") Number

\_\_\_\_\_  
Vehicle's Make/Model/Year and Plate No.

\_\_\_\_\_  
State/Driver's License Number:

Visit <https://usartrak.isportsman.net/Login.aspx#Register> to obtain your SAP for \$10.00. Parking is allowed on the Salcha side of the Bridge in conjunction with the use of this permit. No vehicles in excess of the weight limit set forth on Page 1 are allowed to cross the Bridge.

**MINORS**

The minimum age of individuals allowed to cross the Bridge is 16 years old. This section of the Permit **MUST** be completed and signed by the parent or guardian of any individual who is 16 or 17 years old at the time this Permit is signed. Failure to complete the following section of this Permit for an individual who is under 18 years of age will render this Permit null and void from the outset: I, the undersigned, certify that I am the parent and/or guardian of the above-referenced Permittee and that Permittee is 16 or 17 years old at the time this Permit is being signed. By signing below, I am agreeing that I approve Permittee crossing the Bridge subject to this Permit and that I will be fully subject to the assumption of risk, release, defense, indemnity, hold harmless and covenant not to sue provisions set forth above with respect to any and all claims arising from or in connection with the Permittee's activities on ARRC's property under this Permit or otherwise.

\_\_\_\_\_  
Printed Name of Permittee's Parent or Guardian

\_\_\_\_\_  
Street Address, City, State Zip Code


\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Minor's Name and SAP Number

Pre-Authorized and Consented to this 1<sup>st</sup> day of August, 2024, by:

  
\_\_\_\_\_  
Yan Teytelman, Senior Attorney

**RETURN YOUR COMPLETED FORM TO:**

**Julie Zappas, Legal Administrator  
Alaska Railroad Corporation  
327 West Ship Creek Avenue, Anchorage, Alaska 99501  
Telephone: 907.265.2682 / Facsimile: 907.265.2443  
Email: ZappasJ@akrr.com**

**This document form can be found at:  
<https://www.alaskarailroad.com/real-estate/permitting/other-permits>**

**PLEASE KEEP A COPY OF THIS DOCUMENT WITH YOU, AT ALL TIMES, WHILE  
ON ARRC PROPERTY.**

**THANK YOU.**