

# Participant Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement

## Alaska Outfitters

In consideration of the services of Alaska Outfitters, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "A.O."), I hereby agree to release and discharge A.O. on behalf of myself, my parents, my heirs, assigns, personal representative and estate as follows:

- Inherent Risks** I acknowledge that glacier hiking, walking or travel entails known and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I understand and acknowledge that the enjoyment and excitement of certain activities - in this case glacier hiking or exploration - is derived in part from inherent risks incurred by activity beyond the accepted safety of life at home or in my normal day to day activities and that these inherent risks contribute to my enjoyment and excitement and are an integral reason for my participation in this activity. I understand and acknowledge that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I also understand and acknowledge that failing to follow safety guidelines, rules, trails, signage, etc. increases my risk of injury while walking or hiking on the glacier or surrounding areas.  

The inherent risks include, but are not limited to the following. Glacier exploration is usually accompanied by beautiful mountain, ice and glaciated scenery. The natural beauty of these areas sometimes hides dangerous obstacles. Those obstacles may be hidden by snow and include, but are not limited to, glacier movement, crevasses and bergschrunds, ice and snow cornices, tree wells, tree stumps, creeks, rocks and boulders, forest deadfall, holes and depressions below the snow surface, and varying and difficult snow conditions and muddy or wet ground surfaces near the glacier and on the trails. An unaware hiker or participant may become lost or separated from companions in forested areas, wild and rugged terrain, or bad weather. Communication in this terrain is always difficult and in the event of an accident, rescue and medical treatment will not be immediately available. Remote areas and wilderness sites are unpredictable environments with rapidly changing and often dramatic weather conditions including but not limited to low visibility, high winds, heavy rain or snow, extreme temperature variations, etc., Exposure to the natural elements can be uncomfortable and/or harmful. I am aware that this exposure could cause, among other things, fatigue, exhaustion, chill, hypothermia, sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps. The river and lake locations on or near the A.O. hiking or glacier areas are often unpredictable environments. In these environments participants may slip and fall, may drown or be injured in flat or moving water. Hikers or participants may encounter dangerous wildlife, insects, etc.

Furthermore, A.O. Guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction. In spite of these things, I acknowledge that, by signing this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement, I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in this activity.
- Express Assumption of Risk** I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I am signing it of my own free will.
- Release and Waiver of Rights Including for Claims of NEGLIGENCE** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless A.O. from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of A.O.'s equipment or facilities, including any such Claims which allege negligent acts or omissions of A.O..
- Indemnity** Should A.O.. or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless (in other words, pay for...) for all such fees and costs.
- Personal Skill and Insurance** I certify that I have sufficient skill and fitness to participate in this activity. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else agree to bear the costs of such injury or damage myself, including the costs of being removed or transported from the area. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition.
- Medical Issues** I further agree that, in the event that A.O. deems it necessary to administer emergency first aid or CPR or to remove me from its activities or premises or from the field or to seek emergency medical care for me that, by signing this document, I am giving A.O. permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about me to any health care provider which may become involved in my care, treatment or removal from the field. By signing this document I am waiving any right to object to or bring any type of action or claim against A.O. for its administration of emergency first aid or CPR or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have about me to any health related person who becomes involved in my care or removal from A.O. activities or the field.

7. **Photographic Assignment** I understand that the A.O. reserves the right to take photographic or film (of whatsoever nature) records of any or all of the activities conducted within its premises and I hereby agree that the A.O. may use such records for promotional and/or commercial purposes without any remuneration to me. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by the A.O.
8. **Release as Contract and Personal Capacity** I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I am signing it of my own free will. I expressly acknowledge that I am not under the influence of drugs or alcohol at the time of my signing of this document and that there are no other impediments or reasons why I would lack the capacity to enter into this contract with A.O.
9. **Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.** In the event I file a lawsuit against A.O., I agree to do so solely in the Third Judicial District of the State of Alaska, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this release contract can be used as if it was the original. I understand that this document constitutes the entire Agreement/Contract between myself and A.O. and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I am also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this release contract.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against A.O. on the basis of any claim from which I have released them herein. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.**

**I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in this activity.**

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT.**

**I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.**

Participant Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_  
 Country: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Phone #: \_\_\_\_\_ Date: \_\_\_\_\_

Parent Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_  
 Country: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Phone #: \_\_\_\_\_ Date: \_\_\_\_\_

**Parents or Guardians Additional Indemnification (Must be completed for participants under 18 years of age)**

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by A.O. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless A.O. from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use of participation by Minor.

Parent Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

Vehicle ID \_\_\_\_\_ Cell Phone \_\_\_\_\_