

ALASKA MOUNTAIN GUIDES ADVENTURES, INC.

EXPRESS ASSUMPTION OF RISK-WAIVER & RELEASE OF LIABILITY FOR KLONDIKE ROCK CLIMBING AND RAPPELLING

Date: _____
Ship: _____
PAX: _____
Trip Time: _____

In consideration of the services of Alaska Mountain Guides Adventures, Inc., and any individuals or entities associated with AMGA (collectively referred to "AMGA"), **I HEREBY VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD AMGA HARMLESS FROM** any and all claims, demands and causes of action either in law, admiralty or equity, by reason of any matter, cause or thing whatsoever, known or unknown, which are in any way associated with my participation in this activity, the use of AMGA equipment and facilities, including any such claims which **ALLEGE NEGLIGENCE WHATSOEVER ON BEHALF OF AMGA, INCLUDING NEGLIGENCE OUTSIDE OF THE INHERENT RISKS OF THE KLONDIKE ROCK CLIMBING AND RAPPELLING ACTIVITY ("ACTIVITY")**, AND ANY INJURY, DEATH OR PROPERTY DAMAGE WHATSOEVER, RELATED TO AND ANY WAY CONNECTED WITH MY INVOLVEMENT IN THE ROCK CLIMBING AND RAPPELLING ACTIVITY.

In other words, by signing below you are giving up the right to sue AMGA for any injury, death or loss of any kind caused by an accident while you are participating in the Activity including transportation and transit to and from the Activity. **This means that you are giving up the right to sue AMGA for negligence, including negligence outside of the inherent risks of the Activity.**

I ACKNOWLEDGE THAT PARTICIPATION IN THE ACTIVITY CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED. THESE RISKS MAY RESULT IN PHYSICAL OR EMOTIONAL INJURY, PARALYSIS, DEATH OR DAMAGE TO MYSELF, TO PROPERTY OR TO THIRD PARTIES. Hazards, include, but are not limited to: the hazards of walking on uneven terrain and falls; being struck by rock fall, or other objects dislodged or thrown from above; injuries due to the failure or misuse of the climbing ropes and equipment; the risk of falling off the rock or course; the failure of the course itself; the forces of nature, including lightening, weather changes, overexposure to sunlight or cold, and insect, bird, or animal bites or attacks; the hazards associated with vehicle or vessel transportation including entering or exiting vehicles or vessels, vehicle or vessel accidents, collisions, failure of equipment, road and water conditions, and other vehicles and vessels including drivers and operators; risks associated with the food and beverage served during the activity including allergic reactions; risks associated with the physical condition or actions of other participants or third parties outside of AMGA staff; my own physical condition, and the physical exertion associated with this activity.

I ELECT TO VOLUNTARILY PARTICIPATE IN THIS ACTIVITY WITH FULL KNOWLEDGE, ACCEPTANCE, AND ASSUMPTION OF ANY AND ALL RISKS INCLUDING INJURY OR DEATH.

AMGA takes no legal responsibility for attempting to eliminate, alter or control the inherent risks of the Rock Climbing and Rappelling Activity pursuant to AS §09.65.290.

I affirm that I am in good physical and mental health and I am capable of participating in the activity. I understand that it is solely my determination whether I am physically and mentally able to participate in the activity.

I affirm and promise that I am not under the influence of any drug (legal or illegal) and/or alcohol, and I affirm and promise that I will not participate in the Activity while impaired by any drug (legal or illegal) and/or alcohol.

Should AMGA, or any person or entity acting on its behalf, be required to incur attorneys fees and costs to enforce this agreement, I agree to reimburse any and all such attorneys fees and costs.

Should a dispute arise under this agreement, I agree that any legal action brought on my behalf against AMGA shall be governed by the law of the State of Alaska, and shall be filed within the City and Borough of Juneau, Alaska.

Should any portion of this agreement be found void or unenforceable, the remaining portions of this agreement shall remain in full force and effect. This agreement constitutes the entire agreement between the parties hereto, and shall not be altered except in a writing signed by both parties. This agreement shall be considered a contractual agreement, and not a mere recital.

I have had the opportunity to review and ask questions regarding this Express Assumption of Risk-Waiver & Release of Liability, and I AFFIRM THAT I HAVE READ THIS ASSUMPTION OF RISK - WAIVER & RELEASE OF LIABILITY. I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE AMGA FOR NEGLIGENCE INCLUDING NEGLIGENCE OUTSIDE OF THE INHERENT RISKS OF THE ACTIVITY. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

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I understand that if I choose not to sign and fully agree to this complete release, my participation fees will be immediately refunded in full.

Signature of Participant: _____ Print Name: _____ Date: _____
Address: _____ Phone: _____
Name of Vessel: _____ Cabin Number: _____ Email: _____

PARENT OR GUARDIAN'S ADDITIONAL AGREEMENT
(Must be completed for participants under the age of eighteen (18))

In consideration of (please print minor(s) name(s) below):

(A) _____

(B) _____

(C) _____

(D) _____

Participants under the age of eighteen (18) must have this Express Assumption of Risk and Waiver of Liability signed by a parent or guardian in order to participate in the Klondike Rock Climbing and Rappelling Activity. Participant listed above acknowledges that the above minors are in PARTICIPANT'S CARE AND CONTROL and are also considered NAMED PARTICIPANTS who are fully covered and governed by this agreement to the fullest extent allowable under Alaska law.

Signature of Parent or Guardian: _____

Print Name: _____ Date: _____