

# **CHILKAT GUIDES, LTD.**

## **VISITOR'S ACKNOWLEDGEMENT OF RISKS – Rafting & Hiking**

<b>Date:</b> _____
<b>Ship:</b> _____
<b>PAX:</b> _____
<b>Trip Time:</b> _____

In consideration of the services of Chilkat Guides, Ltd their officers, agents, employees, stockholders, owners, volunteers, participants and all other persons or entities associated with those businesses (hereafter collectively referred to as "CG") I agree as follows:

Although CG has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, CG has informed me that this activity is not without risk. There are certain risks in each activity, including physical, emotional and other injury; illness; paralysis; loss and damage to third parties and to equipment and other property as well as to myself; permanent trauma; and death. CG does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the risks. The following further describes some, but not all, of these risks:

The risks include, among other things, the hazards of walking on uneven terrain; slips and falls; being struck by objects dislodged or thrown from above; using the equipment for the activity; forces of nature, including lightning and weather changes; exposure to insect and animal bites and attacks; cold including hypothermia; drowning; my own condition and any medical or physical condition I might have; the physical condition of other participants; and the physical exertion associated with this activity. The risks of rafting also include the hazards of tides and currents and exposure to the elements.

Furthermore, CG employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware 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. They also might be negligent in other ways.

I am aware that rafting and hiking entail risks of injury and death to any participant. I understand that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury and death. I agree to assume and accept full responsibility for the risks identified herein and those risks not specifically identified. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I acknowledge that the staff of CG has been available to explain to me more fully the nature and physical demands of this activity and the risks, hazards and dangers associated with it.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody or control and assume all of the risks for injury, death or loss of personal property and expenses as a result of those risks and dangers identified herein and those risks and dangers not specifically identified, including but not limited to those resulting from my negligence in participating in this activity, and I voluntarily release, forever discharge and shall be estopped from bringing any and all claims, demands and causes of action which are connected with my participation in this activity. In the event that I file a lawsuit against CG I agree to do so solely in the State of Alaska and I further agree that the substantive law of Alaska shall apply in that action without regard to conflict of laws rules.

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

**Signature of Participant:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Name of Vessel:** \_\_\_\_\_ **Cabin Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

### **For Parent or Guardian's Additional Agreement**

(Must be completed for participants under the age of eighteen (18))

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### **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 Acknowledgement of Risk signed by a parent or guardian in order to participate in the Rafting & Hiking 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: \_\_\_\_\_