

**Skagway Recreation Center (SRC) Summer Youth Recreation Program
Acknowledgement and Assumption of Risks
& Release and Indemnity Agreement**

In consideration of the services of the Skagway Recreation Center (SRC) Summer Youth Recreation Program, its agents, owners, officers, employees, representatives and all other persons or entities associated with it (hereafter collectively “SRC Summer Youth Program”) the participant, including parent(s) of minor participants, agree with the following:

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

Engaging in commercial rafting, kayaking, aircraft flights, rock climbing, and other guided tourism activities as part of SRC Youth Program involves inherent risks, hazards and dangers that can cause injury, property damage, illness, mental or emotional trauma, paralysis, disability or death to participant or others. The following describes some, but not all of those risks, hazards and dangers:

- 1.) Risks involved in physical activity.**
- 2.) Risks in decision-making.**
- 3.) Equipment failure or misuse.**
- 4.) Risks regarding conduct.**
- 5.) Such other risks, hazards and dangers associated with water activities and the use of commercial rafting and kayaking equipment.**

I understand that the above list is not complete and that other unknown or unanticipated risks, hazards and dangers may result in injury, damage, death or other loss. I acknowledge that participating in these activities requires a special degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I have no mental or physical problems or limitations that might compromise or affect my ability to participate in rafting or kayaking activities which have not been disclosed to **the SRC Summer Youth Program**. I am fully capable of participating in these activities without causing harm to me or others and I agree to follow all **SRC Summer Youth Program** and **Commercial Guiding** rules and regulations. I understand that the presence of **SRC Summer Youth Program** personnel is absolutely no assurance of my safety or the lessening of any of these risks.

RELEASE AND INDEMNITY AGREEMENT

Please read carefully. This section contains a Release and Indemnity Agreement and surrender of certain legal rights.

Participant, if he/she is an adult, or parent(s), for themselves and on behalf of their participating minor child:

- (1) Agree to release and covenant not to sue The Municipality of Skagway, with respect to all claims, liabilities, suits or expenses (including attorney’s fees and costs), arising out of any injury, damage, death or other loss to me or my child in any way connected with my/my child’s enrollment or participation in SRC Summer Youth Program activities. I understand and I agree to waive all claims I may have against The Municipality of Skagway and The SRC Summer Youth Program and agree that neither I, nor anyone acting on my behalf, will make a claim or file a lawsuit of any kind against the Municipality of Skagway or SRC Summer Youth Program as a result of any injury, damage, death or other loss suffered by me or my child;**
- (2) Agree to defend and indemnify (“indemnify” meaning protect by reimbursement or payment) Municipality of Skagway and SRC Summer Youth Program with respect to all claims, liabilities, suits or expenses (including attorney’s fees & costs):**

- (a) brought by or on behalf of me, my child, or a family member, arising out of any injury, damage, death or other loss to me or my child in any way connected with my/my child's enrollment or participation in **SRC Summer Youth Program** activities or,
- (b) brought by a co-participant or any other person, arising out of any injury, damage, death or other loss claimed to be caused, in whole or in part, by my/my child's conduct in the course of participating in **SRC Summer Youth Program** activities.

This Release and Indemnity Agreement includes any losses claimed to be caused, in whole or in part, by the negligence of the SRC Summer Youth Program or Municipality of Skagway and includes claims for personal injury, property damage, wrongful death, products liability, breach of contract or otherwise.

CONCLUSION

I authorize **SRC Summer Youth Program** staff to obtain or provide medical care for me/my child or to transport me/my child to a medical facility. I authorize medical personnel to render such treatment they deem necessary for me/my child's health. I agree that **SRC Summer Youth Program** has no responsibility for medical care provided to me/my child and I agree to pay all costs associated with such medical care and transportation.

Any portion of this Document deemed unlawful or unenforceable shall not affect the enforceability of the remaining provisions of this Document and the remaining provisions shall continue in full force and effect.

I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and binding upon myself and my family and my heirs, executors, representatives and estate.

Participant Name AGE

Parent or Guardian Signature Date Print name here

STAFF SIGNATURE DATE