

Name _____ Phone _____

Email _____

Age _____ Emergency Contact _____

**Log Cabin Ski Society (LCSS)
Acknowledgement and Assumption of Risks
& Release and Indemnity Agreement**

In consideration of the services of the Log Cabin Ski Society (LCSS), its agents, owners, officers, employees, representatives and all other persons or entities, including the Municipality of Skagway, associated with it (hereafter collectively “LCSS”) the participant, including parent(s) of minor participants, agree with the following:

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

Engaging in outdoor activities 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 winter conditions and activities and the use of 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 LCSS**. I am fully capable of participating in these activities without causing harm to me or others and I agree to follow all LCSS rules and regulations. I understand that the presence of **LCSS** 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 LCSS, 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 LCSS activities. I understand and I agree to waive all claims I may have against The LCSS and agree**

that neither I, nor anyone acting on my behalf, will make a claim or file a lawsuit of any kind against the LCSS 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) **LCSS** 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 **LCSS** 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 **LCSS** activities.

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

CONCLUSION

I authorize **LCSS** 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 **LCSS** 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

Parent or Guardian Signature

Date

Print name here