

## Alaska X: Participant Agreement, Release and Acknowledgement of Risk Form

Please read and be certain that you understand the implications of signing.

### Express Assumption of Risk Associated with Alaska X Activities

I do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with recreational activities, including the rental and use of equipment and transportation associated therewith of which I am about to engage in. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant, including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunctions of my own or other's equipment.
3. This activity takes place outdoors and therefor includes risks associated with exposure to elements, excessive heat, hypothermia and encountering objects either natural or man-made causing injury and/or death.
4. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, trails or route location.
5. Attack by or encounter with insects, reptiles, and/or animals.
6. Accidents or illness occurring in remote places where there are no available medical facilities.
7. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase risk of accident.

\*I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

### Release of Liability, Waiver of Claims and Indemnify Agreement

\*In consideration for being permitted to participate in activities by Alaska X, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, THE FOLLOWING NAMED PERSONS OR ENTITIES, herein referred to as releasees. \*Alaska X/Robert & Christy Murphy
2. I for myself, my heirs, successors, executors, and personal representatives, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Alaska X, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suites, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services (including travel to and from such events), animals, or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of Alaska X, or from some other cause. I for myself, my heirs, my successors, executors, and personal representatives, further agree not to sue Alaska X as a result of any injury, paralysis, or death suffered in connection with my use and voluntary participation in the activities of Alaska X. By signing this document, I waive certain legal rights and claims. Venue of any dispute that may arise out of this agreement or otherwise between the parties to which Alaska X or its agents is a party shall be in the Superior Court, First Judicial District, at Juneau, Alaska. 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.
3. I understand that I am to be financially responsible for any medical treatment and/or necessary emergency evacuation resulting from my participation in this trip. I have no medical or physical condition which could interfere with my safe participation in this trip. I have brought to the attention of Alaska X, and I will alert Alaska X to, any medical history that could become a problem on this trip.
4. I am aware that the releasees require strict adherence to its standards of safety and conduct. I agree to fully abide by these standards or to accept dismissal for refusing to adhere to them.
5. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF Alaska X WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.
6. I hereby grant the releasees to take and use photographs, video, film and other images of me participating in or observing the activities. I waive my right of privacy, publicity, compensation, copyright or other rights to those images and I consent to the releasees using those images for any purposes.
7. I agree for myself, if under the age of 21, and/or my minor children under the age of 21 that during the duration of my/their time with Alaska X, Alaska X staff shall be acting as a legal guardian.
8. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT. I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARAPLYSIS, OR DEATH.**

Participant Name:

Date:

Participant or Guardian Signature if minor participant: