

Alyeska Outdoor Adventures

Adventure Waiver and Release of Liability Form

Warranty of Physical Fitness

I warrant that I am physically fit and in a condition that will allow me to participate fully in the activity, and have not been advised otherwise by a qualified medical person. I maintain medical insurance that covers me for accidents and illnesses while I am participating in this activity. I assume full responsibility for payment of medical expenses not covered by my insurance, incurred as a result of my participation in this activity.

Acknowledgment/Assumption of Risk

I am fully aware of the risks and hazards associated with the activities and hereby elect to voluntarily participate in the activities. I understand and accept that these activities expose me to numerous known and unanticipated risks which could result in personal injury, illness, death or damage to myself, or my property. Some of the risks or factors creating risks include, but are not limited to the following:

- Traveling in a vehicle not driven by me.
- The physical exertion associated with the outdoor activities.
- The hazards of traveling by foot in rugged terrain, including, but not limited to: slippery boardwalks, unsecured and uneven wooden planks, foot bridges, mud, exposed roots, rocks and uneven ground.
- Injuries inflicted by insects, plants, wild and domesticated animals including, but not limited to: bears, moose, birds, squirrels, and dogs.
- The forces of nature including, but not limited to: weather changes, hypothermia, hyperthermia, sunburn, and high winds.
- Water related injuries including, but not limited to: hypothermia and drowning.

Minors

No minor (persons under the age of 18) will be allowed to participate with Alyeska Outdoor Adventures without the accompaniment of a parent or legal guardian. All minors must be accompanied by said parent or legal guardian at all times when participating with Alyeska Outdoor Adventures.

Emergency Medical Treatment

I grant Alyeska Outdoor Adventures permission to authorize emergency medical treatment as it deems appropriate. I understand and agree that Alyeska Adventures assumes no responsibility for any injury, damage or death that might arise out of or in connection with such authorized emergency medical treatment.

Liability Release

I specifically understand that I am releasing, discharging, and waiving any claims, lawsuits, or actions that I may have presently or in the future for the negligent acts or other conduct by the officers, employees, or agents of Alyeska Outdoor Adventures. I release Alyeska Outdoor Adventures from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever arising out of any loss, damage, or injury, including death, that may be sustained by me or to any property belonging to me, arising from the activity conducted by Alyeska Outdoor Adventures.

Intent

It is my express intent that this agreement shall bind the members of my family and spouse (if any), my estate, heirs, administrators, assigns, and personal representatives. I agree that this agreement and any claim arising from my participation in the activity shall be construed in accordance with the laws of the state of Alaska, without regard to its conflict of laws provision. The courts in Anchorage, Alaska shall be the forum for any lawsuits arising from the activity or incident to this agreement. The terms of this agreement shall be served, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions shall not be affected thereby.