

ALYESKA SKI CLUB PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT ("Agreement")

In consideration of the services of Alyeska Ski Club, Inc., also known or doing business as the Alyeska Mighty Mites, Alyeska Juniors, Alyeska Freeride, Alyeska Devos, Alyeska Masters, Alyeska Ski Cross and its agents, operators, officers, directors, volunteers, independent contractors, participants, employees, insurers and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "ASC"), I hereby agree to release and discharge ASC on behalf of myself, my parents, my heirs, assigns, personal representative(s) and estate as follows:

1. **INHERENT RISKS:** I acknowledge that alpine skiing, snowboarding, snowblading, associated training, racing, coaching and participating as a volunteer in any assigned capacity ("ASC Activity") are action sports carrying **inherent risk** of serious personal injury, death or property damage. I also know that there are natural, mechanical and environmental conditions and risks which independently or in combination with my activities may cause property damage, or severe or even fatal injuries to me or to others. I acknowledge that the **inherent risks** associated with this sport cannot be eliminated without jeopardizing the essential qualities of the activity and therefore there is no guarantee of safety while participating in any ASC activity.

I agree that I am alone and ultimately responsible for (a) my safety while acting as a volunteer for, or participating in any ASC Activity and (b) providing, utilizing and maintaining the equipment necessary for the safe enjoyment of my participation in such events and specifically acknowledge that the following persons or entities including Alyeska Ski Club, United States Skiing Association-Alaska Division, Alyeska Snowboard Club, United States of America Snowboard Association (USASA), The Tanaka Foundation, Glacier Valley Ski Educational Foundation, Alyeska Resort, the promoters, the sponsors, the organizers, the promoter clubs, the officials and any coach, volunteer, representative, officer, director, employee member or affiliate of any person or entity named above are not responsible for my safety.

2. **EXPRESS ASSUMPTION OF RISK:** I expressly agree and promise to accept and assume all of the risks associated with all ASC Activities. My participation in this sport is voluntary and I elect to participate in spite of the risks.
3. **RELEASE AND WAIVER OF RIGHTS INCLUDING CLAIMS OF NEGLIGENCE:** I specifically **RELEASE and DISCHARGE** in advance, all parties from any **liability**, whether known or unknown, even though the liability, may arise out of negligence or carelessness on the part of persons or entities mentioned above. I agree to accept all responsibility for the risks, conditions and hazards that may occur whether they now are known or unknown.

Being fully aware of the risks, conditions and hazards of the proposed activity as a competitor, coach, official, or volunteer **I HEREBY AGREE TO WAIVE RELEASE AND DISCHARGE any and all claims for damages** for death, personal injury or property damage which I may have or which may hereafter accrue to me as a result of any participation in ASC Activities against any person or entity identified above whether such injury or damage was foreseeable or not, including such claims regarding the design or condition of any equipment utilized by me in such competitive events without regard to whether such equipment is specified or recommended by such persons or entities above.

4. **INDEMNITY:** I further agree to forever HOLD HARMLESS and INDEMNIFY all persons or entities identified above, generally and specifically, from any and all liability for death, personal injury or property damage, resulting in any way from my participating in competitive events or training for competitive events.
5. **PERSONAL SKILL AND INSURANCE:** I certify that I have sufficient skill and fitness to participate in all activities offered by and associated with ASC. I further certify that I have no medical, mental or physical conditions which could interfere with my safety or ability to participate in these activities, or else I

am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition.

I currently have, and I agree to maintain throughout the time that I participate, valid and sufficient medical and accident insurance. I understand that this medical insurance is my sole responsibility and release all persons and entities identified above from providing this coverage for me.

6. **NOT AN EMPLOYEE:** As a volunteer coach or volunteer course worker I may receive a season pass or daily passes in order to gain access to the ski lifts. I may also be reimbursed for approved documented expenses incurred while traveling for an event. Any passes or reimbursements received shall not cause me to believe, have forethought, or in any way be considered an employee of the persons or entities identified above, and shall not entitle me to any other benefits including Worker's Compensation Insurance.
7. **FORUM SELECTION, SEVERABILITY, BREACH OF CONTRACT, WARRANTY WAIVER:** In the event I file a lawsuit against ASC I agree to do so solely in the State of Alaska, and I further agree that the law of that state shall apply in that action without regard to the conflict of law rules of that state and I hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise have been entitled. **I agree to submit to the jurisdiction of the Alaska courts.** I agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this release contract can be used as if it were the original. I understand that this document constitutes the entire Agreement and that it cannot be modified or changed in any way by representations or statements of any nature outside of this document. I am also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this release contract.

I will accept and abide by the rules and regulations of the Alyeska Ski Club, and any other rules or regulations imposed by the organizers of any particular competition.

By signing this document, I acknowledge that if anyone is hurt or killed or property is damaged during my participation in or during ASC activities I may be found by a court of law to have waived my right to maintain a lawsuit against ASC on the basis of any claim from which I have released them herein. This Agreement shall be binding upon my heirs and assigns.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT.
I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Signature of Participant

Date

Parents or Guardians Signature

I/we represent that I/we have complete and absolute authority to bind, contract for and legally act on behalf of the minor child listed above; I/we believe and represent that I/we have the legal authority to make the waivers and releases contained herein. I/we understand and acknowledge that ASC relies to its detriment on this representation. In consideration of my child or ward being permitted by ASC to participate in its programs or activities, I further agree to indemnify and hold harmless ASC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent Signature: _____ **Printed Name:** _____

Parent Signature: _____ **Printed Name:** _____