

## **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 Alpine X 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, use of Alyeska Ski Club facilities, 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 expressly acknowledge that naturally occurring human disease processes (including, but not limited to, the widespread Corona Virus) occur in all environments in which this activity will take place. I acknowledge that, while the Alyeska Ski Club has taken reasonable measures to avoid contact, exposure, transmittal or contamination of the virus between people (including guests/participants, employees and other third parties) that it is my sole responsibility to safe guard myself and others. I understand and agree that, if I choose to participate in this activity, that the Alyeska Ski Club cannot and will not have any legal liabilities toward me if I contract the virus. On the other hand, if it is determined that I acted negligently or unreasonably and was responsible for transmittal of the Corona Virus (or any disease process) to other Alyeska Ski Club participants or employees, that I may be held legally and financially responsible for that transmittal.

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 the Alyeska Ski Club, United States Ski and Snowboard Association-Alaska Division, International Ski Federation (FIS), Alyeska Snowboard Club, United States of America Snowboard and Freeski Association (USASA), Internatioanal Freeskiers and Snowboarders Association (IFSA), 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.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature of Parent if a Minor: \_\_\_\_\_