Acknowledgement of Risk and Release of Liability

Alaska Geographic

Name: ______________________________________  Date: ___________________

In consideration of Alaska Geographic, its agents, employees, officers, contractors and all other persons or entities associated with it, I agree as follows:

RISK ACKNOWLEDGEMENT

Although Alaska Geographic has taken reasonable steps to provide me with skilled staff and appropriate equipment for the activity that I am about to undertake, I acknowledge that this activity has risk, including inherent risks that cannot be eliminated without drastically altering the character of this activity. The same elements that help create the unique character of this activity may cause loss or damage to my equipment, accidental injury, illness, permanent disability or death. I understand that Alaska Geographic does not want to reduce my enthusiasm for the activity, but wants me informed in advance about the activities’ inherent risks.

Alaska Geographic activities generally take place in the outdoor environment where I will be subject to many risks, both environmental and otherwise. Activities may vary depending on the course or event, but often include hiking, river crossings, camping, sea kayaking, canoeing, snowshoeing, skiing, trail work, volunteer labor and being a passenger in a vehicle, airplane, train or watercraft. Other activities may be undertaken depending upon the intent of the course. All of these activities have common and inherent risks associated with them. Due to the remote and challenging nature of Alaska, the terrain and conditions during our travel and activities will pose additional risk. More detailed information about the physical activities and challenges for your particular course are included in the overview documents provided to you.

Illness and medical conditions can jeopardize my safety and in some cases the environmental conditions and/or physical challenge during our activities can exacerbate the situation causing complications or death. The activities may occur in remote places that are a significant distance from definitive medical care. In addition, the difficulty of communication and transportation can significantly delay evacuation to a medical facility. I agree that my physical fitness at the start of the program allows me to safely participate. Any medical concerns I have related to the activities, I have verified with a physician that I am safely able to participate. All information on the medical form is complete to the best of my knowledge and I will notify Alaska Geographic of any changes in my condition before the start of the program. I authorize Alaska Geographic to obtain and/or provide emergency hospitalization, surgical, or medical care for me.

Decisions are made by the instructors and participants, often while immersed in the wilderness context. These decisions are dependent upon a variety of perceptions and evaluations that by their nature are imprecise and subject to error in judgment. Participants may experience unsupervised time during periods where the staff is not needed for their technical expertise. At all times, I, as a participant am responsible for my own safety, and should take reasonable responsibility for the safety of other participants in the program.

I agree to submit any disagreement under this document or with Alaska Geographic first to confidential mediation. Each party agrees to meet in Anchorage, Alaska with a mutually agreed upon mediator.

I am aware that the proposed Alaska Geographic activities include the risk of injury or death. I recognize that the description of risks given above is not complete, and that other unknown risks may result in property loss, injury, or death. I fully acknowledge the inherent risks in these activities, both those identified in this document as well as those not identified. My participation in this activity is voluntary, I am not forced to participate, and I am participating with full knowledge of these risks.
RELEASE FROM LIABILITY

In addition to acknowledging the inherent risks of the activities I will undertake, I further agree, to the maximum extent permitted by applicable law, to the following waiver and release from liability:

I agree, for myself, my heirs and my personal representatives, to hold harmless, release and forever discharge Alaska Geographic, and its current and former officers, employees, agents, and insurers, from and against any and all claims, relating to any accident, illness, personal injury, property damage, removal from participation in the activity, or death. I specifically acknowledge that hazards or accidents may arise from the negligence, or alleged negligence, of Alaska Geographic staff and contractors, and I specifically intend to waive and release claims against Alaska Geographic which may arise from negligence. This waiver and release does not waive or release claims arising from gross negligence or intentional misconduct.

I understand that this release is voluntary in that there are other classes or activities that I could choose to undertake. I have read this release and understand it fully. I understand that signing this release is a condition of my participation in the activities and that this release is legally binding on me, my heirs, successors, and assigns. I am giving up certain rights to sue Alaska Geographic and its representatives for injuries, damages, or losses that I may incur, even if caused by the alleged negligence of Alaska Geographic, its employees, agents, and contractors.

Therefore, I, and my parent(s) or guardian, if I am a minor, assume and accept full responsibility for me and for injury, death, and/or loss of personal property and expenses suffered by me and them as a result of the risks identified in this document and activity descriptions.

MEDIA PERMISSION: I give Alaska Geographic permission to use photographic images, written material, video and/or audio that include me or created by me for media produced and distributed by Alaska Geographic and its partner organizations. This includes use on websites and social media sites used by Alaska Geographic and its partner organizations.

I, and my parent(s) or guardian, if I am a minor, have read, understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative of estate, and all of my family members. This agreement will apply until replaced or cancelled in writing, or for up to one year from date of signature.

Signature: _____________________________ Date: ___________________________

If the participant is under 18, I am signing this as parent or guardian to reflect my agreement to this document. (Please include the minor’s signature in the above section.)

Signature: _____________________________ Date: ___________________________