

ACKNOWLEDGMENT AND ASSUMPTION OF RISK

Print Name: _____

Trek Name: _____

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

Although Great Alaska Council has taken reasonable steps to provide me with appropriate equipment and skilled staff for the trek for which I have applied and any other to which I may transfer, I acknowledge that the activities of the trek(s) have risks, including certain risks which cannot be eliminated without destroying the unique character of the trek. The same elements that contribute to the unique character of these treks can cause loss or damage to my equipment, accidental injury, illness, or in extreme cases, permanent trauma, disability or death. I understand that Great Alaska Council does not want to frighten me or reduce my enthusiasm, but thinks it is important for me to know in advance what to expect and to be informed of the trek's inherent risks. The following describes some, but not all, of those risks.

- Great Alaska Council treks live, camp and travel out of doors, where they are subject to numerous risks, environmental and otherwise. Activities vary from trek to trek, and include hiking and backpacking, mountaineering, climbing and descending glaciers and rock and ice cliffs, whitewater kayaking, rafting, canoeing, sailing, horse packing, fishing and caving.
- Great Alaska Council treks occur in remote places, many days from medical facilities. Communication and transportation are difficult and sometimes evacuations and medical care may be significantly delayed.
- Equipment may fail or malfunction, despite reasonable maintenance and use.
- Meals are prepared over gas stoves and open fires. Water often requires disinfection before use. Camping risks and hazards include burns, cuts, diarrhea and flu-like illness, and falling timber.
- Travel is by vehicle, raft, canoe, kayak, sail and other boats, horse, aircraft, train, and on foot and by other means, over rugged unpredictable off-trail terrain, including boulder fields, downed timber, rivers, rapids, river crossings, high mountain passes, snow and ice, steep slopes, slippery rocks, steep crevassed glaciers, river currents and shoals. Attendant risks include collision, falling, capsizing, drowning and others usually associated with such travel, as well as environmental risks.
- Environmental risks and hazards include rapidly moving, deep or cold water; insects and predators, including large animals such as bear and moose; falling and rolling rock; lightning, avalanches, flash floods, and unpredictable forces of nature, including weather which may change to extreme conditions without notice. Possible injuries and illnesses include hypothermia, frostbite, high altitude illnesses, sunburn, heatstroke, dehydration, and other mild or serious conditions.

- Decisions are made by the staff or participants usually in a wilderness setting, based on a variety of perceptions and evaluations which by their nature are subject to reasonable errors in judgment. Misjudgments may pertain to, among other things, a participant's capabilities, environment, terrain, water and weather conditions, natural hazards, routes and medical conditions.
- Great Alaska Council participants, including minors, will occasionally have unsupervised free time before and after treks. Some treks may have evenings and days when participants will be unsupervised. Free time activities are not part of Great Alaska Council program and are at the sole risk of the participant. Great Alaska Council has no responsibility for such activities. Great Alaska Council staff may from time to time provide assistance or even accompany participants in these free time activities, but in doing so, they are acting as private individuals, and not for Great Alaska Council.

I am aware that Great Alaska Council treks include risks of my injury or death. I understand the description above of these risks is not complete and that other unknown or unanticipated risks may result in property loss, injury or death. I agree to assume responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this trek is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of, and with knowledge of, the inherent risks.

I acknowledge that engaging in this trek may require a degree of skill and knowledge different from other activities' and that I have responsibilities as a participant. I acknowledge that the staff of Great Alaska Council has been available to more fully explain to me the nature and physical demands of this trek and the inherent risks, hazards, and dangers associated with this trek. I possess at least the following qualifications, which are prerequisites to my participation in this trek:

I have read and understand the general information Great Alaska Council has provided (including the Wild Animal Safety) and/or other material provided by Great Alaska Council describing or related to my trek;

I have verified with my physician and other medical professionals, or otherwise satisfied Great Alaska Council, that I have no past or current physical or psychological condition that might affect my participation in the trek, other than as described in the medical form.

I represent that I am fully capable of participating in the trek, without causing harm to others or myself. 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 loss of personal property and expenses suffered by me and them as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence or otherwise wrongful conduct in participating in these activities.

In addition: Agreement of Indemnity and Release

In consideration of my being allowed to participate in this trek, I and, if I am under 18 years of age, my parents or guardian, acknowledge and agree that we each have read and understand the Acknowledgement and Assumption of Risks, above, and confirm its representations and agree to

all its provisions as though they were fully set forth again, here. In addition, except with respect to an injury or less that occurs on public lands whose rules and regulations prohibit my (our) doing so, I (or we) acknowledge and assume all risks of the program and any other activity of Great Alaska Council, whether those risks are known or unknown, inherent or otherwise.

I (referred to as "I" or "me" in the paragraphs which follow), or, if I am under the age of 18, my parents or guardian (referred to as "we"), for themselves and on my behalf, agree as follows:

- a) To release and discharge the Great Alaska Council, its agents, employees, officers, contractors, and all other persons or entities associated with it (individually and collectively hereinafter) from all claims, liabilities and losses whatsoever asserted by or on behalf of me, or by my parents or guardian, in any way arising from or related to my enrollments or participation in a trek of the Great Alaska Council (including transportation and occurrences to and from the trek). This release includes loss or damage claimed to be caused in whole or in part by the negligence of the Great Alaska Council. I, or my parents or guardian if I am under 18, understand that in signing this document, I (or we) surrender our rights to make a claim or file a lawsuit against the Great Alaska Council for personal injury, property damage, wrongful death, products liability (including strict liability), breach of warranty or contract, or under any other legal theory, except in cases of intentional wrongs or the gross negligence of the Great Alaska Council.
- b) To defend, hold harmless and indemnify the Great Alaska Council from any claim, and from any liability, loss, damages or expenses (including attorney's fees) resulting from a claim, brought by a fellow participant, rescuer or any other person for loss or damage caused by my conduct.

The following provisions apply to both the acknowledgment and assumption of risks and the agreement of indemnity and release:

I (or we) authorize Great Alaska Council to obtain and provide emergency hospitalization, surgical or other medical care for me. Any dispute between Great Alaska Council and me and/or my parents or guardian shall be governed by the substantive laws (not including the laws which might apply the laws of another jurisdiction) of the State of Alaska, and any mediation or suit shall occur or be filed only in the State of Alaska.

I (or we) further agree that if I (or we) have any legal dispute with the Great Alaska Council which cannot be settled through discussions between the parties, I (or we) will attempt to settle the dispute through mediation before a mutually acceptable mediator whose name appears on the registry of names recognized by the Alaska courts as qualified persons for mediation assignments. To the extent mediation does not result in a resolution, I (or we) agree to submit the dispute to binding arbitration through the American Arbitration Association in Alaska. I (or we) also agree to pay all costs and attorneys' fees incurred by Great Alaska Council in defending a claim or suit, if the claim or suit is withdrawn or to the extent a court or arbitration determines that Great Alaska Council is not responsible for the injury or less.

If any part of this agreement is found by a court or other appropriate authority to be invalid, the remainder of the agreement nevertheless will be in full force and effect.

This agreement is entered into voluntarily, after careful consideration, and is binding upon the persons signing below, their heirs, executors, administrators, wards, minor children and other family members.

THE PARTICIPANT UNDERSTANDS AND AGREES TO THE ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, AGREEMENT OF RELEASE AND INDEMNITY AND THE ADDITIONAL PROVISIONS, ABOVE.

_____/_____/_____
Participant Signature Age Date

The parent(s) or guardian must sign below if the participant is under 18 years of age to reflect their understanding and agreement, for themselves and on behalf of the student or participant, to the provisions of the Acknowledgment and Assumption of Risks, Agreement of Release and Indemnity and additional provisions, above, including, though not exclusively, their agreements to release and indemnify Great Alaska Council. The parents or guardian further agree to defend, hold harmless and indemnify Great Alaska Council from any claim, and from any liability, loss, damages or expenses (including attorney's fees) resulting from a claim, brought by any member of the participant's family, arising out of or related to his or her enrollment or participation in any Great Alaska Council trek, including transportation and occurrences to and from the trek. This indemnity includes any loss or damage claimed to be caused in whole or in part by the negligence of Great Alaska Council.

_____/_____/_____
Parent or Guardian Signature Date

_____/_____/_____
Parent or Guardian Signature Date