

Alaska Homestead Adventures Participant Wavier

(INCLUDING ASSUMPTION OF RISK AND AGREEMENT OF RELEASE AND INDEMNITY)

Alaska Homestead Adventures LLC ~2240 Railroad Drive, Fairbanks AK 99709 ~ 248 568 0345~
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Name of Participant 1 (print):	Name of Participant 2 (print):
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Please read this document carefully; all participants must sign it.

Activities and Risks

I understand that Alaska Homestead Adventures LLC (hereafter referred to as AHA) has attempted to provide its Participants with appropriate equipment and skilled guides for its trips. Nevertheless, the activities of the trips have risks, including certain risks, which are inherent. Inherent risks are those of which cannot be eliminated without destroying the unique characters of the activities. The same element that contributes to the unique character of our trips can cause loss or damage to equipment, accidental injury, illness, or in extreme cases, permanent trauma, disability or death. AHA does not want to frighten its participants or reduce their enthusiasm, but considers it important for them to know in advance what to expect, and to be informed of the activities' inherent risks. The following describes some, but not all, of those risks.

AHA trip participants live, camp and travel outside where they are subject to numerous environmental and other risks. Activities vary from trip to trip and may be strenuous, physically and emotionally. The activities include skiing, snowshoeing, dog handling, dogsled riding, walking, riding a snowmachine, sledding, firewood cutting, and ice chipping. Craft projects may involve the use of hatchets, knives, chisels, alws, needles, saws, planes and other woodworking tools. AHA trips occur in remote places and wilderness settings. Communication and transportation are difficult and evacuations and medical care may be significantly delayed. Equipment may fail or malfunction, despite reasonable maintenance and use. Meals are prepared over woodstoves and open fires. For camping trips, water is either melted from snow or ice and may require filtering before use. We will be working together to accomplish daily chores using axes, bowsaws, ice chisels, knives, and other sharp objects. We work with large sled dogs, who may pose risks due to biting, fighting, tripping, tangling lines and other unpredictable behavior. Winter camping risks and hazards include burns, slips, falls, lifting and diarrhea and flu-like symptoms. Travel is by vehicle, sled, on foot and by other means, over improved and unimproved roads, rugged trails or off-trail terrain, including downed timber, rivers, glaciers, mountain passes, snow and ice, steep slopes, slippery rocks and uneven ground. Travel risks include collision, falling, drowning and others usually associated with such travel, including environmental risk.

Decisions are made by the guides, usually in a wilderness setting, based a variety of perceptions and evaluations, which by their nature are imprecise and subject to error in judgment. Misjudgments may pertain to, among other things, participant's capabilities, environment, terrain, water and weather conditions, natural hazards, routes and medical conditions. I have read and understand the general information about AHA and its trips in AHA printed information and at the AHA website. AHA has been available to more fully explain the nature and physical demands of the activities in which I will be engaged and the inherent and other risks of my trip.

Initials of Participant 1:	Initials of Participant 2:
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Acknowledgement and Assumption of Inherent and Other Risks

I understand and acknowledge that the description above ("Activities and Risk") of the inherent risks of AHA activities is not complete and that other, including known and unknown or unanticipated, risk, inherent and otherwise, may result in property loss, injury, illness or death. I acknowledge that my participation in this AHA trip is purely voluntary, and I wish

to participate in spite of and with knowledge of the inherent and other risks involved. I acknowledge and assume the inherent risk described above and all inherent risks of my AHA activity. I expressly assume ALL risks of my AHA activity, inherent or otherwise, and whether or not described above.

Agreement of Release and Indemnity

If I am an adult participant I agree to the following; I hereby release, hold harmless and agree not to sue AHA, its owners, officers, agents, and employees, contractors and sub-contractors (“Released Parties”), with respect to any and all claims of injury, disability, death, or other loss or damage to persons or property suffered by me for whom I sign, arising in whole or part from my, or the minor, in connection with an activity of AHA. These agreements of release and indemnity include claims of negligence of a Released Party, but not of gross negligence or intentionally wrongful conduct, and are intended to be enforced to the fullest extent permitted by law.

I have verified with my or the minor Participants’ physician and other medical professionals, or otherwise satisfied AHA that I have no past or current physical or psychological conditions that might affect my participation on the trip, other than described in email communication with AHA.

I am able to participate without causing harm to myself or to others. The medical information given to AHA is accurate and all pertinent medical conditions have been disclosed. Prior to the commencement of the trip, AHA will be informed of any medical conditions that have not been previously disclosed.

AHA is authorized to obtain or provide emergency hospitalization or other medical care for me. Any such third-party medical care provider is authorized to exchange pertinent medical information with AHA. Costs reasonably associated with medical services, including evacuations, shall be borne by me.

Any dispute between AHA and me 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.

If the parties to this agreement have a legal dispute which cannot be settled amicably by negotiation, the parties will attempt to settle the dispute through mediation before a mutually acceptable mediator whose name appears on the registry of names recognized by Alaska courts as qualified persons for mediation assignments. I agree to pay all cost and attorneys’ fees incurred by AHA in defending a claim or suit, if the claim or suit is withdrawn or the extent a court or arbitration determines AHA is not responsible for the injury or loss. If any part of this agreement is found by court or other appropriate to be invalid, the remainder of the agreement nevertheless will be in full force and effect.

At least one parent (or guardian) must sign below if the participant is a minor, to reflect their understanding and agreement, for themselves and on behalf of the minor, to the provisions of this document, including, though not exclusively, the acknowledgement and assumption of risks, the agreements to release and indemnify Released Parties, and Other Provisions.

The participant and the parent(s) or guardian of a minor participant have read this page and the previous page of this document and understand and voluntarily agree to its terms, which shall be binding upon them, their heirs, estate, executors and administrators. The agreement may be modified only in writing.

Participant 1 Signature:	Date:
Participant 2 or Parent/Guardian Signature:	Date: