



A NON-PROFIT CORPORATION  
AFFILIATED WITH THE  
MOUNTAIN RESCUE ASSOCIATION  
EMPLOYER I.D. #92-0084973

## **Mountain Rescue Challenge Participant Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement**

In exchange for allowing me to participate in the Mountain Rescue Challenge Race (the "Race"), on behalf of myself, my parents, my heirs, assigns, personal representative(s), and estate, I release and discharge the Alaska Mountain Rescue Group ("AMRG"), its agents, officers, directors, volunteers, sponsors, vendors, insurers, and other persons or entities acting in any capacity on its behalf, including without limitation the State of Alaska, the Alaska Department of Natural Resources, and the Alaska State Troopers, (collectively "Race Organizers") as follows:

1. **Inherent Risks.** I understand and acknowledge that the mountain race I am about to engage in as a participant bears certain known, unknown, and unanticipated risks that could result in physical or emotional injury, death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attacks, injury to bones, joints, or muscles, or damage to myself, property, spectators, or other third parties. The following describes some but not all of the risks associated with mountain trail running generally and the Race:

- \* Acts of other participants.
- \* Risks incurred due to inclement weather conditions, including without limitation high winds, rain, snow, lightning, and excessive heat.
- \* Risks incurred due to hazardous contact with plants or wild animals.
- \* Racers' own physical condition, or their own acts or omissions.
- \* Risks incurred due to conditions of the race trail or terrain.
- \* Risks from leaving the trail or race course, the race course or trail and any course markings being faint or difficult to follow, and environmental conditions, such as fog or wind, obscuring the race course, all or any of which could lead to racers getting lost.
- \* Risks incurred from receiving First Aid, emergency treatment, or other medical services that may be rendered in connection with the Race.
- \* Risks incurred due to the distance of this activity's location from emergency medical facilities.

I understand and acknowledge that the enjoyment and excitement of this type of activity is derived in part from inherent risks created by activity beyond the accepted safety of life at home or in my normal day-to-day activities and that these inherent risks contribute to my enjoyment and excitement and are an integral reason for my participation in this activity. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

I understand and acknowledge that I have responsibilities, including the responsibility for my own safety while participating in the Race and any the activities associated with the Race. I also acknowledge that I have the responsibility to refuse to participate in the event that I believe that the course is unsafe. Furthermore, Race Organizers and their volunteers, agents, and others have difficult jobs to perform. They seek safety, but they are

not infallible. They might be ignorant of mine or another participant's fitness or abilities, and they may give inadequate warnings or instructions. I acknowledge that the use of drugs or alcohol during my participation in any or all of the activities associated with the Race is done at my own peril and is not condoned, encouraged, or excused by AMRG or the other Race Organizers in any way. I understand that AMRG reserves the right to deny me or any other person participation in the Race if it finds that person to be mentally or physically impaired or unprepared.

I acknowledge that **I AM ULTIMATELY RESPONSIBLE** for my own safety during the Race and any activities in connection with the Race.

**2. Express Assumption of Risk.** Being aware that the Race entails known and unknown risks of injury to myself, spectators, or other third parties as a result of my actions, I agree to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to myself and to others arising from my participation in the Race and any activities held in connection with the Race. My participation in these activities is purely voluntary, I am participating with full knowledge of all potential dangers involved, no one is forcing me to participate, and I elect to participate in spite of the risks.

**3. Release and Waiver of Rights Including for Claims of Negligence.** I release, forever discharge, and agree to indemnify and hold harmless AMRG and other Race Organizers from any and all claims, demands, or causes of action that are related to, arise out of, or are in any way connected with my participation in the Race or any activities held in connection with the Race, including without limitation any such claims that allege negligent acts or omissions of AMRG and other Race Organizers and all other persons or entities for any and all injury, death, illness or disease, and damage to myself. **THIS MEANS I CANNOT SUE OR PREVAIL IN A LAWSUIT IF I ENCOUNTER THE INHERENT RISKS (KNOWN OR UNKNOWN) OF THE RACE, AND I CANNOT SUE OR PREVAIL IF AMRG AND/OR OTHER RACE ORGANIZERS ARE SIMPLY NEGLIGENT.**

**4. Indemnity.** Should AMRG or other Race Organizers, or anyone acting on their behalf, be required to incur attorney fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for (in other words, I agree to pay for) all such fees and costs.

**5. Personal Skill and Insurance.** I certify that I have sufficient skill and fitness to participate in the Race and that I have no medical, mental, or physical conditions that 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 further certify that I have adequate insurance to cover any injury, damage, or emergency transportation costs I may cause or suffer while participating. If I have no such insurance, I certify that I am willing to and capable of personally paying for any and all such expenses or liability.

**6. Medical Issues and Consent For Treatment.** In the event that the AMRG or Race Organizers deem it necessary to administer emergency first aid, CPR, AED, or other medical treatment, to remove me from the race course, or to seek emergency medical care for me, I agree that by signing this document, I am giving AMRG and Race Organizers permission to: administer such emergency medical treatment, secure emergency transport or medical care, and disclose any medical information it may have about me to any health care provider that may become involved in my care, treatment, or removal from the Race. By signing this document, I am waiving any right to object to or bring any type of action or claim against AMRG and Race Organizers for their administration of any such emergency medical treatment, for securing emergency transport or medical care, and for the disclosure of personal medical information they may have about me to any health-related person who becomes involved in my care or removal from the Race.

7. **Photographic Assignment.** I understand that AMRG reserves the right to take photographic or film (of whatsoever nature) records of any or all of the activities conducted in connection with the Race, and I agree that AMRG may use such records for promotional and/or commercial purposes without any remuneration to me. I assign to AMRG all right, title, and interest I may have in or to any and all media in which my name or likeness might be used by AMRG.

8. **Release as Contract and Personal Capacity.** I agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement are contractual in nature and that I am signing it of my own free will. I agree and acknowledge that I am not under the influence of drugs or alcohol at the time of my signing of this document and that there are no other impediments or reasons why I would lack the capacity to enter into this contract.

9. **Performance Enhancing Drugs.** Race Organizers believe that the use of performance enhancing drugs give users an unfair performance advantage over non-users. Performance enhancing drugs include anabolic steroids and any other natural or synthetic substance used to increase muscle mass, strength, endurance, speed, or other athletic ability, excluding dietary and nutritional supplements such as vitamins, minerals, and proteins that can be lawfully purchased over-the-counter. Those individuals who use performance enhancing drugs are prohibited from participation in the Race. I attest that I am performance enhancing drug free and have not used any such drugs in the past.

10. **Rules Violations.** I agree to follow the Race rules. I acknowledge and agree that violation of any rule or disregard for the safety of others may subject me to disqualification from the Race and possible disqualification from future races and that AMRG may determine in its sole discretion whether any such violation has occurred.

11. **Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.** In the event I file a lawsuit against AMRG or any other Race Organizer, I agree to do so solely in the State of Alaska, and I further agree that the substantive law of Alaska will apply in that action without regard to the conflict of law rules of that state. I 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 is found to be void or unenforceable, the remaining portion will remain in full force and effect and that this document is intended to be interpreted as broadly as possible. A copy or electronic version of this release contract can be used as if it were the original. I understand that this document constitutes the entire agreement between me and AMRG and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I am also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this agreement.

**By signing this document, I acknowledge that if anyone is hurt or killed or property is damaged during my participation in the Race or related activities, I may be found by a court of law to have waived my right to maintain a lawsuit against AMRG and other Race Organizers.**

**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.**

**Participant Signature:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_  
**State:** \_\_\_\_\_ **Country:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_  
**Phone #:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_

Emergency Contact: (Who Do You Want Us to Call in the Event of an Emergency?)

Name \_\_\_\_\_ Phone# \_\_\_\_\_

**Parents or Guardians Additional Indemnification and Signature (must be completed for participants under 18 years of age)**

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

**Parent Signature:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_

**State:** \_\_\_\_\_ **Country:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Date of Birth** \_\_\_\_\_

**E-mail:** \_\_\_\_\_