



Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement - Boreal Adventures, LLC

[North America's most remote treetop adventure!]

In consideration of the services of Boreal Adventures, LLC d/b/a Alaska Boreal Canopy Adventures, together with their agents, owners, officers, volunteers, booking entities, employees, related and subsidiary companies, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively "ABCA"), I hereby agree to release and discharge ABCA on behalf of myself, my parents, my heirs, assigns, personal representative and estate as follows:

1. **Inherent Risks** I acknowledge that any form of **ropes, climbing facilities, zip lines, canopy adventures or ropes/challenge type** activities (collectively 'ropes/zip/canopy') courses or programs entail known and unanticipated risks that could result in physical or emotional injury, death, damage to myself, to property, or to third parties. I understand and acknowledge that the enjoyment and excitement of adventure activities - in this case ropes/zip/canopy courses - is derived in part from inherent risks incurred 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 cannot be eliminated without jeopardizing the essential qualities of the activity. I also understand and acknowledge that, a condition of my participation in or use of the ABCA ropes/zip/canopy course is that I wear a helmet, harness and belay device. Failing to use or properly use safety type equipment such as harnesses or helmets and/or failing to follow the Participant Requirements increases my risk of injury or of not surviving an accident or incident while using or participating in ropes/zip/canopy courses and ABCA is not responsible for anything that might result from my failure to use or properly use any safety type equipment or failure to follow Requirements or rules.

I specifically acknowledge that the inherent risks associated with ropes/zip/canopy activities using fabricated structures, surfaces, towers and platforms, cables or ropes includes, but is not limited to: falling off of the climbing structure, being hit by swinging apparatus, falling on or being impacted by other participants, hanging from a belay cable, poor or improper belaying or other techniques, the possibility that I will be jolted, jarred, bounced, thrown to and fro or shaken about while on the ropes/zip/canopy course, that I may lose my balance or grip, I may encounter slippery or wet equipment, becoming entangled in ropes, impacting the ground or water and/or climbing apparatus or ropes, encountering loose or dropped or damaged ropes or holds, equipment failure, improperly maintained equipment, displaced safety equipment, belay or anchor or harness failure, general slips/trips/falls or painful crashes while using any of the equipment or climbing structures or landing platforms or the premises at large, climbing out of control or beyond my or another participants' limits, the negligence of other climbers or spotters or visitors who may be present, participants giving or following inappropriate climbing advice or move sequences, my or another's' failure to follow the rules of ABCA, and my own negligence or inexperience.

I understand and expressly acknowledge that I have responsibilities, including the responsibility for my own safety while participating in any or all of the activities associated with or provided by ABCA. I also acknowledge that I have the responsibility to inspect any and all facilities or equipment to be used and to immediately advise ABCA of anything which I consider to be unsafe or to refuse to participate. I will also follow all Participant Requirements and I acknowledge that my failure to do so amounts to my own negligence. Furthermore, ABCA employees, agents and **guides have difficult jobs to perform**. They seek safety, but they are not infallible. They might be ignorant of my or another participant's fitness or abilities. They may give inadequate warnings or instructions and/or I as the participant may fail to understand the safety directions due to language issues. I specifically acknowledge that decisions made by guides/staff and participants are often made in wilderness/remote/dangerous settings and are often based on imprecise, momentary and subjective perceptions so that decisions are subject to errors in judgment that cannot and should not be associated with fault at a later point in time.

Exposure to the natural elements while participating in a ABCA activity can be uncomfortable and/or harmful. Changing weather conditions, storms, snow rain etc. are possible; exposure to the natural elements can be uncomfortable and/or harmful and I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, heat cramps, hypothermia or fatigue, some or all

of which may diminish my or the other participants' ability to react or respond. I may encounter dangerous wildlife, insects, etc.; communication in the terrain in which this activity occurs is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available. As in all activities which are part of the ABCA adventure, ABCA or its staff may misjudge some of these issues. By signing this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement, I acknowledge that **I AM ULTIMATELY RESPONSIBLE FOR MY OWN SAFETY** during my participation in the ABCA adventure.

ABCA is **not a "Common Carrier"** but rather is in the business of providing ropes/zip/canopy or adventure type trips. Transportation to and from the activity is incidental to the activity. Transport in **ATV rigs** is provided by ABCA and may involve errors in judgment by ABCA staff operating the transport vehicles. I acknowledge that participants can be jolted, jarred, bounced, thrown to and fro and shaken about during rides through some of these areas. Participants can slip or fall during hiking or time off the ATV resulting in damage to equipment or personal injury. Accidents can occur getting on and off the ATV or Argo. These vehicles can be slippery when wet. The vehicles may malfunction, break down or be poorly maintained, causing injury, accidents, delays or in the extreme case, death.

2. **Express Assumption of Risk** As lawful consideration for being allowed to participate in activities offered by ABCA, I expressly agree and promise on behalf of myself and any of the children for which I am responsible, to accept and assume all the risks existing in this activity. My/our participation in this activity is purely voluntary, and I/we elect to participate in spite of the risks. I/we expressly 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/we are signing it of our own free will.

3. **Release and Waiver of Rights Including for Claims of NEGLIGENCE** On behalf of myself and any of the children for which I am responsible I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ABCA from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my/our use of ABCA's equipment or facilities, including any such Claims which allege negligent acts or omissions of ABCA. I will also follow all Participant Requirements and I acknowledge that my failure to do so amounts to my own negligence, for which ABCA cannot be held legally liable.

4. **Indemnity** Should ABCA or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree on behalf of myself and any of the children for which I am responsible to indemnify and hold them harmless (in other words, I agree to pay for...) for **all** such fees and costs necessary to enforce this agreement.

5. **Personal Skill & Insurance** I certify on behalf of myself and any of the children for which I am responsible that I/we have sufficient skill and fitness to participate in the activities offered by ABCA I further certify that I/we have no medical, mental or physical conditions which could interfere with my/our safety or ability to participate in these activities, or else I/we are willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I/we further certify that I/we have adequate insurance to cover any injury, damage or emergency transportation or search and rescue costs I/we may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs ourselves.

6. **Medical Issues** I agree on behalf of myself and any of the children for which I am responsible that, in the event that ABCA deems it necessary to administer emergency first aid or CPR or to remove me/us from its activities or premises or from the field or to seek emergency medical care for me/us that, by signing this document, I/we are giving ABCA permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about me/us to any health care provider which may become involved in my/our care, treatment or removal from the field. By signing this document I/we are waiving any right to object to or bring any type of action or claim against ABCA for its administration of emergency first aid or CPR or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have about me/us to any health related person who becomes involved in my/our care or removal from ABCA activities or the field.

7. **Photographic Assignment** I understand that the ABCA reserves the right to take photographic or film (of whatsoever nature) records of any or all of its activities or trips and on behalf of myself and any of the children for which I am responsible. I/we hereby agree that ABCA may use such records for promotional and/or commercial purposes without any remuneration to me. I/we hereby assign all right, title and interest I/we may have in or to any and all media in which my name or likeness might be used by ABCA.

8. **Release as Contract and Personal Capacity** On behalf of myself and any of the children for which I am responsible I expressly 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/we are signing it of my/our own free will. I/we expressly acknowledge that I/we are not under the influence of drugs or alcohol at the time of my/our signing of this document and that there are no other impediments or reasons why I/we would lack the capacity to enter into this contract with ABCA.

9. **Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.** In the event I/we file a lawsuit against ABCA, I/we agree to do so solely in the Third Judicial District of the State of Alaska, and I/we further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state and I/we hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise have been entitled. I/we agree to submit to the jurisdiction of the Alaska courts. I/we 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/we understand that this document constitutes the entire Agreement/Contract between ourselves and ABCA 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/we are also waiving any claims I/we might have for breach of contract or warranty for statements or representations made outside of this release contract.

By signing this document, I acknowledge for myself and any of the children I am responsible for that if anyone is hurt or property is damaged during my participation in this activity, I/we may be found by a court of law to have waived my/our right to maintain a lawsuit against ABCA on the basis of any claim from which I/we have released them herein.

I/WE HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT (ALL 3 PAGES).
I/WE HAVE READ AND UNDERSTOOD IT, AND I/WE AGREE TO BE BOUND BY ITS TERMS.

Participant Signature: _____ Printed Name: _____
Address: _____ E-mail _____
City: _____ State: _____ Age: _____
Country: _____ Postal Code: _____ Phone #: _____
Date: _____

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

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

Parent Signature: _____ Printed Name: _____
Date: _____ Address: _____
E-mail _____ Phone: _____ City: _____
State: _____ Country: _____ Postal Code: _____

Parent Signature: _____ Printed Name: _____
Date: _____ Address: _____
E-mail _____ Phone: _____ City: _____
State: _____ Country: _____ Postal Code: _____