

SKI LAND
RELEASE OF LIABILITY, ASSUMPTION OF RISKS,
WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

STAFF USE ONLY:

Date _____

Staff: _____

Participant Name _____ Phone _____

Parent Name (if participant is under 18) _____

Address _____

Driver's License # _____ State Licensed _____ Date of Birth _____

Please read this document carefully and completely before signing. This is a legal document that informs you about your responsibilities and assumption of risks, and includes a release of liability, indemnification, and surrender of certain legal rights.

In consideration of the services of Far North Alpine Ventures, LLC (doing business as "Ski Land") its owners, employees, agents, representatives and all other entities associated with it (collectively referred to hereafter as "Ski Land"), I agree to the following:

ALL TERRAIN VEHICLE RIDING IS DANGEROUS

I understand that Operating or riding on an all-terrain vehicle (ATV) is hazardous and involves the risk of serious personal injury, property damage, paralysis, disability or death. These risks may be caused by equipment, terrain, my negligence or recklessness, or the negligence or recklessness of other participants, bystanders, or Ski Land employees. The following describes some, but not all, of the possible risks and dangers (please initial):

_____ **Risks associated with ATV Operation:** I understand that ATVs are 4 wheeled gasoline powered vehicles which can achieve speeds of over 30 miles per hour, and can suddenly and violently accelerate or stop, turn, overturn, and /or lose control depending on my operation, the operation or actions of other participants, the terrain, and/or weather conditions.

_____ **Risks associated with decision making:** I and other participants will constantly be making decisions and judgments and these will be subject to error, including but not limited to misjudging abilities and misjudging terrain or weather. I acknowledge that Ski Land Staff is not responsible for making decisions or judgments regarding the abilities or skill level of myself or other participants.

_____ **Equipment failure or misuse:** equipment used includes, without limitation, ATV vehicles having single, double, or multiple seating, as well as safety equipment. This equipment may break, fail, malfunction or be misused. This includes my own personal equipment, equipment rented or borrowed from Ski Land, and equipment used by employees or others.

_____ **Risks regarding conduct of participants and employees:** I acknowledge that other third parties, including Ski Land employees, other participants, or bystanders, may carelessly, negligently, recklessly, or otherwise generally fail to act with care. I understand the presence of Ski Land staff or representatives is absolutely no assurance of my safety or the lessening of any of these risks.

_____ **Risks regarding the outdoors:** Operating an ATV outdoors, even on designated trails or in established areas, involves risks of encountering adverse terrain or conditions, both visible and not visible, including hills, embankments, obstacles, other vehicles, animals, adverse weather conditions or limited visibility.

_____ **These risks may result in:** property damage, sprains, cuts or abrasions, burns, bruises, fractures, illness, or other personal injury including paralysis, death or other loss.

_____ **This list is not exhaustive:** I understand the above list is not exhaustive and the activities may include other unknown or unanticipated risks or dangers. These unknown risks could result in property damage, physical or emotional injury, paralysis, death, or other loss.

MY PARTICIPATION IN THESE ACTIVITIES IS ENTIRELY VOLUNTARY, AND I CHOOSE TO PARTICIPATE WITH FULL KNOWLEDGE, ACCEPTANCE, AND ASSUMPTION OF ANY AND ALL RISKS.

I acknowledge **I AM RESPONSIBLE FOR MY OWN WELL-BEING AND SAFETY**. I have no mental or physical problems or limitations that might compromise or affect my ability to participate in ATV riding activities. I am fully capable of participating in these activities without causing harm to myself or others and I agree to follow all Ski Land rules and regulations. I agree that I will, at all times, operate the ATV in a safe and prudent manner.

Release and Indemnity

Read carefully: this section contains a Release and Indemnity Agreement and surrender of certain legal rights.

I _____ agree as follows:

(participant or parent if participant under 18)

- **To release Ski Land**, with respect to any and all claims, liabilities, suits, or expenses (including attorney's fees & legal costs), arising out of any death, personal injury, property damage or other loss to me or my child in any way connected with my/my child's participation in Ski Land activities or use of Ski Land's equipment, facilities, property, or staff. **I understand and agree to waive all claims I may have against Ski Land, and agree that neither I, nor anyone acting on my behalf, will make a claim or file a lawsuit of any kind against Ski Land**, as a result of any death, personal injury, property damage or other loss suffered by me or my child.

- **To defend, hold harmless, and indemnify** ("indemnify" means to protect by reimbursement or payment) Ski Land with respect to all claims, liabilities, suits, or expenses (including attorney's fees & legal costs):

- brought by or on behalf of me, my child, or a family member, arising out of any damages, physical or emotional injury, death, or other loss to me or my child in any way connected with my/my child's participation in Ski Land activities, or use of Ski Land's equipment, facilities, property, or staff.

OR

- brought by a co-participant, family member, or any other person, arising out of any damage, physical or emotional injury, death, or other loss claimed to be caused, in whole or in part, by my/my child's conduct in the course of participating in Ski Land activities or using Ski Land's equipment, facilities, property, or staff.

I agree this Document and other aspects of my relationship are governed by Alaska state law. Furthermore, the venue for any mediation, suit, or other proceeding arising out of or relating to my participation in Ski Land activities, shall be in Fairbanks, Alaska and Alaska state law shall apply.

I authorize Ski Land to obtain medical care for me/my minor child. I authorize medical personnel to administer treatment as they deem necessary for my/my minor child's health. I acknowledge Ski Land has no responsibility for any medical care provided to me/my minor child and agree to reimburse all cost associated with such care.

Any portion of this document deemed unlawful or unenforceable shall not affect the enforceability of the remaining provisions of this document and the remaining provisions shall continue in full force and effect.

I have carefully read, understood and voluntarily sign this Document and acknowledge that it shall be effective and binding upon myself, my family, my heirs, executors, representatives and estate.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT.
I HAVE READ AND UNDERSTOOD IT AND AGREE TO BE BOUND BY ITS TERMS.

X _____ Date (mm/dd/yyyy): ____/____/____

Signature of Participant

Parents and Guardians of minors must sign below for _____ and agree that **they and the minor** are subject to all the terms of this document, as set forth above.

X _____ Date (mm/dd/yyyy): ____/____/____

Signature of Parent or Legal Guardian

SKI LAND
ACKNOWLEDGEMENT OF RULES

STAFF USE ONLY:

Date _____

Staff: _____

Participant Name _____ Phone _____

Parent Name (if participant is under 18) _____

Please read this document carefully and completely before signing. Violation of any of these rules may result in immediate termination of ATV rental without any refund. I acknowledge that failure to observe and abide by the following may unreasonably or unnecessarily endanger life, limb or property. These rules include, but are not limited to the following:

- Only 1 person per single seat ATV and 1 person per seat on multiple seat ATV.
- NO one under 16 may drive or operate an ATV.
- NO riding without proper gear, including helmet, goggles, and sturdy boots or shoes.
- NO open toed shoes or sandals.
- NO wheelies, jumps, stunts, bumping, cutting in front of other vehicles or ATVs, stopping and gunning the ATV or other reckless driving or operation at any time.
- NO driving too fast for the conditions, visibility or experience. Drivers are aware of and must be alert for the possibility of hidden dangers when riding over unfamiliar terrain.
- NO "side-hilling" - to keep from turning over, you must go directly up and down all hills and embankments. Stay away from, or use extreme caution on or near, all public roads and vehicular traffic.
- NO operation of the ATV outside designated areas and trails – stay on the established trail.
- NO operation of the ATV close to any other vehicle or other ATVs except when directed to do so by the guide. NO riding too closely behind other all-terrain vehicles.
- NO passing other ATVs in your group - stay in your assigned position at all times.
- Follow all verbal directions given by the guide or Ski Land staff.

I acknowledge that I am not permitted to operate an ATV while under the influence of, or in any way impaired by, any drug (legal or illegal) or alcohol. I hereby warrant that I am not under the influence, or in any way impaired by, any drug and/or alcohol.

I agree to pay repair costs for any damage to the ATV covered by this rental agreement, other than ordinary wear and tear. I authorize Far North Alpine Ventures, LLC to charge my credit card for these repair costs.

I further understand that I am responsible for the safe-keeping of my personal possessions to protect them from loss or damages, including theft, to myself or other persons, objects or property, including, but not limited to, any eyewear (prescription or non-prescription eyeglasses, contact lenses, sunglasses, etc.), cash, jewelry, electronic equipment, including cell phones and cameras or other personal property.

I UNDERSTAND AND AGREE TO FOLLOW THE RULES AND CONDITIONS LISTED ABOVE.

X _____ Date: ____/____/____
Signature of Participant

Parents and Guardians of minors must sign below for _____ and agree that **they and the minor** are subject to all the terms of this document, as set forth above.

X _____ Date: ____/____/____
Signature of Parent or Legal Guardian