



## PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK FOR SEA KAYAKING, RAFTING, AND CANOEING

In consideration of the services of Mountain Guides International Inc. their agents, owners, volunteers, participants, employees, and all other persons or entities acting in any capacity on the behalf (hereinafter collectively referred to as "MGI), I hereby agree and release and discharge MGI on behalf of myself, my children, my heirs, my assigns, personal representative and estate as follows:

1. I acknowledge that sea kayaking, rafting, and canoeing entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: the hazards of walking on uneven terrain and slips and falls; being struck by objects dislodged or thrown from above; the use of the equipment used for the activity; the forces of nature, including lightening, weather changes, tides and currents; the risks of drowning; the risks of exposure to insect or animal bites and attacks; the risk of cold including hypothermia, and exposure to the elements; my own physical condition, the physical condition of other participants, and the physical exertion associated with this activity. Furthermore, MGI employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless MGI from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of MGI's equipment or facilities, including any such claims which allege negligent acts or omissions of MGI.
4. Should MGI or anyone acting on their behalf, be required to incur attorney's fee and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against MGI I agree to do so solely in the state of Alaska, and I further agree that the substantive law of that state shall apply in that action without regard to conflict of the law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
7. **Accepting the Terms and Conditions of this Agreement.** You must agree to the terms and conditions of this Agreement. You may accept the terms and conditions of this Agreement by: (i) clicking to accept; or (ii) by digitally signing or initialing where required in this form or elsewhere in the user interface.
8. **Electronic Signatures.** A party may manifest its assent to this Agreement by clicking on a button displayed in a user interface, by typing the user's name, or by the user providing his or her digital signature or digital initials. The parties agree to accept digital/electronic signatures and digital/electronic manifestations of assent shall be fully binding upon the parties as if manual signatures had been used

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By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my rights to maintain a lawsuit against MGI on the basis of any claim from which I have released them herein.

**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.**

Signature of Participant: \_\_\_\_\_ Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

***PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION***

(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minors name) ("Minor") being permitted by MGI to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless MGI from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

*To file digitally please fill out the signature field LAST, save, and e-mail the form to us at [climb@mountainguidesinternational.com](mailto:climb@mountainguidesinternational.com)*

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