



PO Box 231408

PHONE (907) 771-7977

Anchorage, Alaska 99523

WEB www.skiku.org

School / Community _____

SKIKU RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

**Please read and be certain you understand the implications of signing.
Express Assumption of Risk Associated with Sport, Venue Use and Related Activities.**

I, _____ desire to participate in Skiku activities. In consideration of being allowed to participate, I enter into and agree to be bound by this Agreement.

I affirm and acknowledge that I have been fully informed of the hazards and risks associated with Nordic skiing, (the "Activity"), including the transportation of my personal belongings and equipment and my travel to and from Activity site(s) where I will engage in the Activity.

I am aware that these hazards and risks include but are not limited to:

1. Risk of injury from the Activity includes the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that may result in permanent disability and death.
2. Possible equipment failure and/or malfunction or misuse of my own or others' equipment.
3. I AGREE THAT I WILL WEAR ALL APPROVED PROTECTIVE GEAR AS DECREED BY THE GOVERNING BODY OF THE SPORT I AM PARTICIPATING IN. However, protective gear cannot guarantee the participant's safety. I further agree that I understand that no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord.
4. Variation and/or steepness of terrain, variation or changes in surfaces including but not limited to snow surfaces, ice, bare spots, rocks, stumps, debris, cliffs, trees, fences, posts, trees, light poles, signs, buildings, roads, walkways, ramps, rails, stairs, pyramids, manual pads, bowls, half-pipes, jumps, padded and non-padded barriers, other persons, and other natural and man-made hazards.
5. My own negligence and/or the negligence of other participants, including but not limited to negligence of Skiku staff and volunteers, including misjudging my ability, the terrain, weather, riding surfaces or other obstacles.
6. Exposure to the elements and temperature extremes may result in frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
7. Dangers associated with exposure to natural elements include but are not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and other weather conditions.
8. Accidents or illness occurring in remote places where there are no available medical facilities.
9. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
10. Impact or collision with other athletes, spectators, facility employees, pedestrians, motor vehicles, and cyclists.

***I understand the description of these risks is not complete, and unknown or unanticipated risks and accidents may result in injury, illness, or death.**

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the above described Activity(ies) and by signing this Agreement, I agree that:

1. I RELEASE, HOLD HARMLESS AND AGREE TO INDEMNIFY **SKIKU** AS WELL AS IT'S OWNER(S), EMPLOYEES, VOLUNTEERS, AGENTS AND OFFICERS ("RELEASEES") FROM ANY AND ALL CLAIMS, DEMANDS, SUITS, LOSSES, EXPENSES RELATED TO ANY AND ALL BODILY INJURY, DISABILITY, DEATH, OR LOSS OF PROPERTY I MAY SUFFER AS A RESULT OF MY PARTICIPATION IN THE ACTIVITY, REGARDLESS IF THE INJURY OR LOSS IS CAUSED BY RELEASEES' NEGLIGENCE OR OTHERWISE.
2. **THIS RELEASE AND INDEMNITY AGREEMENT WILL BE BINDING UPON MY ESTATE AND MY HEIRS.**
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.
4. I agree that I am aware of the risks of the activity, that I have determined that I am healthy enough to participate in the Activity and that there are no special restrictions on my participation that Skiku needs to be aware of other than _____.
5. This agreement shall apply to any and all injury, disability, death, or loss or damage to person or property occurring at any time after the execution of this agreement. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but that I also agree to indemnify the Releasees from any and all liabilities incident to his/her involvement in the Activity.

P/ _____

Name(s) Of Minor(s) (Please Print)

S/ _____
Signature of Parent or adult legal Guardian

P/ _____
Name of Parent or adult legal Guardian (Please Print)

Date

(if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have.)



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MEDIA RELEASE

For good and valuable consideration, the receipt of which is hereby acknowledged,

I, _____, hereby authorize Skiku permission to use my likeness in a photograph, video, or audio footage (herein referred to as "Media") in any and all of its publications, including but not limited to all Skiku's' printed and digital publications. I understand and agree that any Media using my likeness will become property of Skiku and will not be returned.

I acknowledge that as my participation with Skiku is voluntary, I will receive no financial compensation.

I hereby irrevocably authorize Skiku to edit, alter, copy, exhibit, publish or distribute this Media for purposes of publicizing Skiku programs or for any other related, lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the Media.

I hereby hold harmless and release and forever discharge Skiku from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

Printed Name of Participant _____

Signature Participant, or of Parent/ Guardian if Participant under 18 years of age

Printed Name of Parent/ Guardian _____

Signature: _____ Date: _____

