

## ASSUMPTION OF RISK AND LIABILITY RELEASE FORM

Participant name: \_\_\_\_\_ Birthdate: \_\_\_\_\_

School name: \_\_\_\_\_

Check one:    ☐ Student    ☐ Parent    ☐ Teacher    ☐ Other: \_\_\_\_\_

I understand that I (or my child) will be participating in activities provided by Kenai Mountains – Turnagain Arm National Heritage Corridor Communities Association and its directors, employees, volunteers, agents, associates, and independent contractors (“KMTA”). The activity in which I (or my child) will be participating has been described to me and KMTA staff have been available to answer my questions.

**I acknowledge KMTA's activities involve known and inherent risks, as well as unknown/unanticipated risks.**

Inherent risks may include those ordinarily associated with moderate to vigorous physical activity in the outdoors. Activities can occur in remote places where communication may be difficult and medical care significantly delayed. Activities may include hiking, cross country skiing, snowshoeing, outdoor games and interactions with nature. I understand that travel and outdoor activities will be subject to unpredictable forces of nature (may cause a delay in departure) including extreme weather, falling rock, avalanches, lightning, wildfires and earthquakes, insects, and wild animals, including predators whose behavior cannot be predicted, all of which may cause serious harm. Participants may be exposed to contagious viruses, polluted or contaminated water; equipment may fail or malfunction despite reasonable maintenance and use; errors of judgment or negligence may occur, by instructors, co-participants, or myself. The preceding risks, hazards and dangers may result in a variety of illnesses and injuries including, but not limited to, hypothermia, frostbite, heat stroke, heat exhaustion, dehydration and suffering sprains, fractures, traumatic brain injuries, cold water immersion, drowning and other trauma including sickness, infection, mental distress, disability, illness, or even death.

**I expressly agree and promise to accept and assume all the risks existing in the KMTA activity for which I am (or my child is) participating, including, but not limited to, those listed above.**

Participation in this activity is purely voluntary, and participation is elected despite the risks. I also hereby voluntarily waive any right to recovery, release, forever discharge and agree to indemnify and hold harmless KMTA, its directors, trustees, staff, employees, volunteers, agents, associates and independent contractors (“Released Parties”) from any and all claims, including claims for bodily injury, illness, and death, demands or causes of action that are in any way connected with my (or my child’s) participation in this activity or the use of KMTA’s equipment or facilities, including all such claims that allege negligent acts or omissions of KMTA to the fullest extent permitted by law. **I hereby agree to indemnify KMTA and all Released Parties from any claim made by me or my heirs or survivors on account of any injury or loss that I (or my child) may suffer arising in any way out of the activity. I further indemnify KMTA and all Released Parties from any claim that might be brought by a co-participant arising in any way from my (or my child’s) conduct or as a result of my (or my child’s) participation.**

The following provisions apply to all KMTA activities, wherever they occur:

**- I am (or my child is) in general good health and without any medical or physical condition that could interfere with participation in the KMTA activity or interfere with my (or my child’s) health or safety or the safety of any other participant.** I consent to KMTA providing confidential health care information to staff and/or emergency medical personnel with a reasonable need to know such information for purposes of accommodating or rendering aid to me (or my child).

- I authorize and consent to KMTA or their agents taking or using photographs, video, and audio of my (or my child’s) participation in its programs, and to the unrestricted use and publication of such photos, videos, or audio to be used for any legitimate purpose by the activity holders, sponsors, producers, and their assigns.

**By signing this document, I acknowledge that 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.**

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Print name \_\_\_\_\_

Email \_\_\_\_\_

**I would like to receive emails about other opportunities with KMTA.**    ☐ Yes    ☐ No