

RELEASE OF LIABILITY, WAIVER OF RIGHTS AND CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT

In consideration of the services of the Fairbanks North Star Borough regarding and of my participation in the Summer Trail Walks (hereinafter "the event"), **I HEREBY AGREE TO RELEASE AND DISCHARGE** the Fairbanks North Star Borough, its officers, agents, employees, volunteers, and all other persons or entities acting in any capacity on its behalf with respect to the event (hereinafter collectively referred to as "the FNSB"), on behalf of myself, my heirs, assigns, personal representative(s) and estate as follows:

1. **The Event.** I will be participating in one or more of the weekly Summer Trail Walks during the months of June, July, and August. I understand that the event will take place at multiple locations within FNSB-owned or managed parks or on other public trails across non-FNSB lands. I understand that the event may include walking or hiking on natural surfaces and uneven terrain. I understand that I will participate in this event with other persons, including other participants or third parties who may be on the same trail. I understand that I may encounter animals during the event, including third parties' pets or stock animals, participants' service animals, or wild animals. I understand that this event will take place during summer months but that weather conditions may vary, including warm or hot temperatures, humid conditions, cold temperatures, rain, snow or hail. I understand that if I become injured or unwell, I may be far away from first aid, medical treatment, or other necessary services. I further understand and agree that this event does not provide any essential service.

2. **Inherent Risks.** I acknowledge that participating in the event entails inherent risks which may be known or unknown and which could result in physical or emotional injury, permanent impairment, death, or damage to myself, property, or third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the event.

I specifically acknowledge that the inherent risks associated with the event include, but are not limited to: falling, being fallen on or impacted by other participants, impacting the ground, being impacted by non-participant trail users or their bicycle, pets or stock animals, or off-highway vehicles, general slips, trips, falls, sprains, abrasions or bruising, which could be due to rough terrain or vegetative overgrowth, poor or unsafe ground conditions, contact with live animals including service animals, pets, stock animals, or wild animals, contact with insects or plants that may physically hurt me or cause an allergic reaction or other immune response, improper event course markings, becoming lost, participants or other persons who may be out of control, participation beyond my, another participant's, or a third-party's skill level or limits, my own or participants' giving or following improper advice, my own or another participant's physical or mental impairment due to disability, drugs, or alcohol, my own or another participant's poor judgment, my own, another participant's, or a third-party's negligence or inexperience, dehydration, exhaustion, cramps or fatigue, any of which may diminish my, another participant's, or a third-party's ability to adequately react or respond.

My use of proper gear or the FNSB's measures taken with respect to the course and the event may prevent or lessen injuries in some instances; however, **neither is a guarantee of safety and injury may still occur.**

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 the event. I also acknowledge that I have the responsibility to inspect the event route, any and all facilities or equipment to be used, and to immediately advise the FNSB of anything which I consider to be unsafe or to refuse to participate. I understand that it is my responsibility to ensure that I do not commit trespass, whether by being on the event course or if I venture off the course. Furthermore, although the FNSB seeks safety, it is not infallible. The FNSB might be ignorant of my or another participant's fitness or abilities. The FNSB may give inadequate warnings or instructions, the event route provided may be unsafe, poorly maintained, or unmaintained. I understand that the FNSB reserves the right to deny me or any other person participation before or during the event if it deems that person to be mentally or physically impaired, unprepared, or otherwise unfit to participate in the judgment of the FNSB.

I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in the event and my use of the event course and/or facilities.

3. **Express Assumption of Risk and Voluntary Participation.** I expressly agree and promise to accept and assume all the risks existing in the course, facilities, equipment or activities involved or associated in any way with the event and/or my participation in the event. My participation in these activities and at these premises is purely voluntary. No one is forcing me to participate and I elect to participate despite the risks.

4. **Personal Skill.** I certify that I have sufficient skills, physical abilities, and fitness to participate in the event.

5. **Release and Waiver of Rights, Including for Claims of Negligence, and Indemnity.** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the FNSB from any and all claims, demands, or causes of action, which are in any way connected with my participation in the event or my use of FNSB's facilities or event course, including any such claims which allege negligent acts or omissions of the FNSB. Should the FNSB be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless (in other words, I agree to pay or reimburse the FNSB) for all such fees and costs.

6. **Medical Issues and Emergency Treatment.** I certify that I have no medical, mental or physical conditions that could interfere with my safety or ability to participate in these activities, or that I am willing to and do assume and bear the burden of all risks that may be created, directly or indirectly, by any such condition.

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7. **Insurance or Medical Costs.** I certify that I have adequate insurance to cover any injury, damage or emergency transportation costs I may cause or suffer while participating, or I agree to bear the costs of such injury, damage or emergency transportation costs myself. I further agree that, in the event that the FNSB deems it necessary to administer emergency first aid, CPR, or AED, or to remove me from its premises or to seek emergency medical care for me that, by signing this document, I give the FNSB permission to take such steps as it deems necessary and I expressly waive all claims related to those steps taken by the FNSB.

8. **Media Assignment.** I understand that the FNSB reserves the right to take photographs or video of any or all of the activities conducted at this event, including those activities occurring at or around the event course before and after the event, and I hereby agree that the FNSB may use such media for promotional and/or commercial purposes without any remuneration to me. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used to the FNSB.

9. **Contractual Nature.** I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Rights and Claims, Assumption of Risks, and Indemnity Agreement are contractual in nature and that I am signing it of my own free will. I agree and expressly acknowledge that I am not under the influence of drugs or alcohol at the time of my signing this document and that there are no other impediments or reasons why I would lack the capacity to enter into this contract.

10. **Jurisdiction and Venue.** I agree that this contract shall be governed solely by the laws of the State of Alaska and that any lawsuit brought arising out of or related to this contract shall be brought within the Fourth Judicial District at Fairbanks. I hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise have been entitled and I agree to submit to the jurisdiction of the Alaska courts.

11. **Construction.** I agree that this contract is to be construed as broadly as possible. A copy of this contract can be used as if it were the original.

12. **Severability.** I agree that if any portion of this contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect to the fullest extent possible by law.

13. **Integration: Full Agreement Between Myself and the FNSB.** I understand that this document constitutes the entire contract between myself and the FNSB and that it cannot be modified or changed in any way by representations or statements of any nature (whether made verbally, in writing, through advertising, or otherwise) made outside of this document; I agree that I am waiving any claims I might have for breach of contract or breach of warranty based on statements or representations made outside of this contract.

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

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE TWO-PAGE DOCUMENT
I HAVE READ AND UNDERSTOOD THIS DOCUMENT AND I AGREE TO BE BOUND BY ITS TERMS
THIS DOCUMENT APPLIES TO ALL TRY-ATHLON SERIES EVENTS IN WHICH I PARTICIPATE
INCLUDING ANY RESCHEDULED DATES.**

PARTICIPANT SIGNATURE: _____ **DATE:** _____

CONSENT AND RELEASE ON BEHALF OF MINOR BY PARENT/LEGAL GUARDIAN: By my signature below, I certify that I am the parent or legal guardian of the minor participating in the event. I have read and understood this Release of Liability, Waiver of Rights and Claims, Assumption of Risks, and Indemnity Agreement in its entirety and understand that it relates to surrendering valuable legal rights of the minor and myself; I agree to be bound by all the terms herein and give my consent for the minor to participate in this event.

PARENT/GUARDIAN SIGNATURE: _____ **DATE:** _____

Minor Participant's Name: _____ Age: _____

PARTICIPANT INFORMATION (please print clearly; if Participant is a minor, provide parent/guardian information):

Name: _____ Phone Number: _____

Mailing Address: _____ Physical Address: _____

Emergency Contact Name and Phone Number: _____ Email Address (optional): _____