

Type of Activity/Trip Name: _____ Date(s) of Reservation: _____



Adventure Sixty North LLC
P.O. Box 2487 Seward, Alaska 99664
Customers' Acknowledgement of Risks,
Assumption of Risk and Responsibility, and Release of Liability

WARNING: There are significant elements of risk in any adventure sport or activity associated with the outdoors or wilderness, including but not limited to kayaking, camping, climbing/hiking/trekking/snowshoeing, transportation, fishing, and the use of any related equipment (all referred to herein as "activity").

ACKNOWLEDGEMENT OF RISKS: I recognize that there are inherent risks in his type of activity, and that Adventure Sixty North LLC is a professional company with trained guides and that the foregoing company and all its associated personnel is aware of all the risks associated with this type of activity and operates in all possible means of minimizing those risks including but not limited to the following: **1)** weather conditions that may change quickly, including precipitation, wind, lightning, fog and excessive heat and sun or cold and cloud cover; **2)** water conditions that may change quickly, including waves, currents, tides, eddies and whirlpools; **3)** surf conditions along shore areas; **4)** overexertion, dehydration, hypothermia (being too cold), hyperthermia (being too hot) and anxiety or cold water induced shock; **5)** contact with aquatic and land animals, including insects, marine life and wildlife, in the water or on land; **6)** rocks or other debris falling from overhanging areas, falling trees or branches; **7)** difficult terrain or walking conditions, including mud, slippery rocks/logs, ice, slush, steep slopes, and marine life such as barnacles and sea urchins; **8)** injury to a participant due to striking parts of equipment or being struck by other objects; **9)** salt sores or ingestion of salt water; **10)** entrapment or being crushed; **11)** personal injury or property damage to (or loss of) my equipment or equipment owned by others (including Adventure Sixty North LLC) due to collision with motorized or non-motorized equipment, and with natural or man-made objects such as trees and rocks or reefs, docks, piers, buoys, driftwood and other debris or due to water immersion; **12)** muscular or skeletal injury, dislocation or strain due to physical exertion, especially in the wrist, shoulder and back, including knee injuries, rotator cuff or shoulder injuries, and tendonitis or other repetitive strain injuries; **13)** improper first aid, emergency treatment or other attempted rescue services, and the unavailability of life saving services or immediate medical attention in the case of injury; **14)** my own physical condition and my own acts or omissions, including my level of outdoor experience and expertise; **15)** exposure to polluted or contaminated water; **16)** falling, capsizing or being flipped into the water (either intentionally or unintentionally), including when entering or exiting kayaks; **17)** my own and other participants' attempts to exceed outdoor skills and/or performing activities in a reckless manner; **18)** my own failure or that of other participants to follow commonly accepted safety guidelines, including always wearing appropriate safety gear, foot gear and a personal flotation device; **19)** my own and others' improper use of rental equipment; **20)** inadequate repair or maintenance of Adventure Sixty North LLC's rental equipment; **21)** manufacturing or other defects, both apparent and latent, in the equipment supplied or used by Adventure Sixty North LLC; **22)** vehicular or pedestrian accident while driving or walking to or from the Adventure Sixty North LLC staging area; and **23)** Risks and injuries incurred due to *guide errors and/or negligence* including but not limited to errors made in selecting routes and times to paddle, errors making decisions required in the event of accidents and rescues, errors in campsite or trail selection during land excursions or evacuations.

I acknowledge that certain foreseeable and unforeseeable events can contribute to the unpredictability of the activity; that no warranty of any kind, express or implied, is made as to the habits, disposition, suitability, nature or physical condition of any animal; that personal property may be damaged or lost; and that I should ask about other potential hazards and recommended precautions and procedures. I accept that wearing a Coast Guard Type III approved personal flotation device for water activities is a basic safety precaution; and that I may suffer accidents or illnesses in remote places where there are no available medical facilities.

_____ **Initial** to indicate you read and understand

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks of the activity which I and any minor children for which I am responsible, will engage in, I confirm that I am (we are) physically and mentally capable of participating in the activity and/or using equipment. I/We participate willingly and voluntarily. I assume full responsibility for personal injury, accidents or illness (including death), and any resultant expenses. I also assume responsibility for damage to or loss of my personal property as a result of any accident that may occur.

I assume the risk(s) of personal injury, accidents and/or illness, including but not limited to sprains/strains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; dehydration, oxygen shortage (anoxia), and/or exposure; head, neck, and/or spinal injuries; animal or insect bite or attack; injury caused by discharge or any weapon; shock, paralysis, drowning, and/or death; and acknowledge that during the activity, if I/we experience fatigue, chill or dizziness, it may diminish my/our reaction time and increase the risk of an accident; and that we will notify Adventure Sixty North LLC or its personnel of our condition.

_____ **Initial** to indicate you read and understand

COVENANT OF GOOD FAITH: I recognize that you, as a provider of goods and/or services, will operate under a covenant of good faith and fair dealing, but you may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems; and/or refuse or terminate, the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself and/or other participants. I acknowledge that no guarantees have been made with respect to achieving objectives.

_____ **Initial** to indicate you read and understand

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

_____ **Initial** to indicate you read and understand

RELEASE: In consideration of services or property provided, I for myself and any minor children for which I am parent, legal guardian, or otherwise responsible, any heirs, personal representatives, or assigns, do hereby release: **Adventure Sixty North LLC**, its principals, directors, officers, agents, employees, and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever.

_____ **Initial** to indicate you read and understand

I HAVE READ AND UNDERSTOOD THE FOREGOING ACKNOWLEDGEMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS, I AM AGREEING NOT TO SUE. I WAIVE ALL CLAIMS, WHATEVER THE CAUSE, INVOLVING ADVENTURE SIXTY NORTH LLC AND OR ITS EMPLOYEES OR REPRESENTATIVES.

NOTE: Parents must inform their minor children of the foregoing acknowledgement of risks, assumption of risk and responsibility, and release of liability before signing the guardian's signature line on this legal document.

Participant('s) Name Printed: _____ **Participant('s) Signature:** _____ **Date:** _____

1) _____
Guardian's signature: _____

2) _____
Guardian's signature: _____

3) _____
Guardian's signature: _____

4) _____
Guardian's signature: _____

5) _____
Guardian's signature: _____

6) _____
Guardian's signature: _____

I agree that any film or photographs of me/us as participants become your property and may be used for promotional or commercial purposes. By initialing this statement it is the equivalent of a **signature**. _____

Emergency Contact Information for: _____ Name & Phone: _____
Emergency Contact Information for: _____ Name & Phone: _____
Emergency Contact Information for: _____ Name & Phone: _____

List any medical/physical conditions and any known allergies to medications, plants or insects of which we should be aware: _____

