

AGREEMENT TO RELEASE ALL CLAIMS FOR INJURY OR DEATH TO ME AND TO PROTECT THE UNIVERSITY AND OTHERS FROM ANY SUCH CLAIMS WHICH MAY BE BROUGHT  
(Snow Gear Agreement)

I, \_\_\_\_\_, being 18 years of age or older, choose to rent certain recreational equipment from the University of Alaska (University), with knowledge that similar equipment could be rented or purchased from other sources without signing this AGREEMENT. I UNDERSTAND AND INTEND THAT THIS AGREEMENT WILL PREVENT ME AND MY FAMILY FROM SEEKING FINANCIAL COMPENSATION FOR INJURY OR DEATH CAUSED TO ME BY THE FAULT OF THE UNIVERSITY AND OTHERS.

I recognize and appreciate that there are known and unknown risks, dangers and hazards that could injure or kill me while using such equipment. I recognize and appreciate that such risks may include **PRODUCT DEFECTS AND/OR THE NEGLIGENCE, GROSS NEGLIGENCE OR RECKLESSNESS OF THE UNIVERSITY**. These risks include, among others, collision with trees, roads, structures, vehicles, persons and terrain; known and unknown cliffs, terrain transitions, avalanches, stumps, rocks, streams or man made features; defective rental equipment which may break, be improperly adjusted, or be ill suited to my abilities or physical size or condition; and faulty warnings or directions from University personnel. I understand that these risks can result in permanent damage to my spine, head, bones and all other parts of my body. I recognize that these risks could kill me or leave me paralyzed, in terrible pain, destitute, subject to huge unpaid medical expenses, and/or no ability to earn a living. With this in mind, I DO HEREBY VOLUNTARILY ASSUME ALL RISKS, DANGERS AND HAZARDS that I may encounter as part of or during the use of such equipment.

**I HEREBY RELEASE AND AGREE TO RELEASE THE UNIVERSITY, ITS BOARD OF REGENTS, OFFICERS, AGENTS, AND EMPLOYEES, (RELEASED PARTIES) FROM ALL LIABILITY AND CLAIMS OF ANY KIND, INCLUDING CLAIMS FOR LOSS, EXPENSE, DAMAGES, PUNITIVE DAMAGES OR ATTORNEY FEES, WHICH MAY ARISE ON ACCOUNT OF INJURY TO ME OR MY DEATH, INCLUDING EMOTIONAL DISTRESS TO ME OR LOSS OF COMPANIONSHIP OR SUPPORT TO MY FAMILY, OCCURRING AS A RESULT OF MY USE OF UNIVERSITY RECREATIONAL EQUIPMENT (CLAIMS). THIS RELEASE APPLIES EVEN IF MY INJURY OR DEATH IS CAUSED BY A PRODUCT DEFECT OR BY THE NEGLIGENCE, GROSS NEGLIGENCE OR RECKLESSNESS OF RELEASED PARTIES.**

**FURTHER, I PROMISE TO INDEMNIFY AND HOLD HARMLESS THE UNIVERSITY, AND PAY ITS COSTS OF DEFENSE, IF CLAIMS ARE BROUGHT BY ME OR BY ANYONE ELSE FOR DAMAGES RELATED TO INJURIES OR DEATH TO ME, IF SUCH CLAIMS ARE BROUGHT AGAINST ANY OF THE RELEASED PARTIES. THIS PROMISE APPLIES EVEN IF MY INJURY OR DEATH IS CAUSED BY A PRODUCT DEFECT OR BY THE NEGLIGENCE, GROSS NEGLIGENCE OR RECKLESSNESS OF RELEASED PARTIES.**

I have decided to rent University equipment, and have entered into this AGREEMENT, on the basis of my own information and not in reliance upon representations of the University or other released parties. I understand that I have the right to consult an attorney of my choice before signing. I further understand that this document contains the entire agreement and no oral or written agreements or representations limiting or modifying the effect of the terms of this AGREEMENT exist or occurred.

I agree that I will not challenge the validity or enforceability of this AGREEMENT. I further agree that if any part of this AGREEMENT is held to be invalid or unenforceable for any reason, the balance of the AGREEMENT remains valid and enforceable. I INTEND THAT THIS AGREEMENT IS AND WILL BE BINDING ON MYSELF, MY FAMILY, ESTATE, HEIRS, SUCCESSORS, ASSIGNS, INSURERS, MEDICAL PROVIDERS AND PERSONAL REPRESENTATIVES.

I give UAF permission to photograph and / or videotape me and to use the resulting images in its print and electronic publications, video broadcasts or any similar electronic or mechanical means.

By my signature, I represent that I have knowingly and voluntarily signed this AGREEMENT with the intent that it be a legally binding document designed to protect the University and other RELEASED PARTIES from any and all CLAIMS which could be brought by myself or anyone else on account of INJURY or DEATH to me, regardless of cause or fault.

**General conditions of rental agreement:**

- 1) UAF affiliates don't need to put a damage deposit for equipment rentals, but Outdoor Adventures reserves the right to put a hold on a student or staff accounts if equipment is lost or damaged. Any damage or loss of the equipment will result in a billing to the undersigned with a full restitution required within ten (10) days. **If the equipment is not returned or is a total loss you are responsible for the full replacement cost of the equipment.** Your UAF account will be charged for any unpaid rental or damage charges.
- 2) Non UAF affiliates will be required to put a deposit on all rental equipment. The deposit will be returned when the equipment is returned in good condition and clean. Any damage or loss of the equipment will result in a billing to the undersigned with a full restitution required within ten (10) days. **If the equipment is not returned or is a total loss you are responsible for the full replacement cost of the equipment** (in most cases this is more than the damage deposit).
- 3) This rental agreement may not be terminated by the renter; however, Outdoor Adventures reserves the right to terminate this rental agreement if conditions develop to warrant such action.
- 4) The rental fee is paid when the equipment is picked up. If you are returning equipment late, you will owe more than the initial rental rate.

SIGNATURE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
I deny Avalanche Equipment \_\_\_\_\_ Initial