

## AGREEMENT FOR PARTICIPATION IN UNIVERSITY OF ALASKA ACTIVITY

### ACKNOWLEDGEMENT AND ASSUMPTION OF RISK, AGREEMENT TO RELEASE ALL CLAIMS AND AGREEMENT TO INDEMNIFY THE UNIVERSITY OF ALASKA

I, (print name) \_\_\_\_\_ want to participate in a the following UAF Outdoor Adventure's

Trip: \_\_\_\_\_.

#### ***PLEASE READ CAREFULLY & SIGN BELOW*** ***(Required for participation)***

**1. Inherent Risks** - I understand and acknowledge that there are **known, unknown, and unanticipated risks and dangers that are qualities of these activities that cannot be eliminated.** These are often called **"inherent risks"** and will be referred to this way in this document. Some of the activities that I may be participating in:

**Participants will travel from Outdoor Adventures to participate in white water rafting, hiking, and backpacking activities.**

**White Water Rafting:** Participants will encounter Class III or greater rapids which could pose risks such as a collision or capsizing; washed overboard; sweepers/strainers; uncontrollable movement, cold water emersion, entrapment, overexertion, and drowning. These risks may lead to sprains/strains, bruising, fractures, concussions, lacerations, hypothermia, and potentially death.

**Weather:** Weather in interior Alaska can range from 80 to -40 degrees Fahrenheit along with snow/ice, rain, and long periods of sun exposure. Participants may experience dehydration, sun burn, wind burn, eye irritation, frost bite, hypothermia, and potentially death.

**Terrain:** While hiking or backpacking participants may encounter steep and rocky slopes; brushy hillsides; cracks/crevasses; and shallow creeks/streams. Potential risks of injury include sprains/strains, bruising, fractures, concussions, lacerations, and potentially death associated with flowing water, slips, trips, and falls, and drowning.

**Wildlife:** Participants may encounter hoofed animals, bears, foxes, and other mammals with a potential risk of bites, scratches, infection, and a low risk of major injuries or death. Encountering nuisance creatures such as mosquitos, bees, wasps and other insects along with squirrels, marmots, and birds may result in bites, rash, and anaphylactic shock (if the participant is allergic).

**Travel:** Unforeseen vehicular accidents could result in fractured bones, contusions, concussions, scrapes, puncture wounds, and potentially death.

**General Safety:** There are potential risks of burns and cuts while using camp stoves or campfires; fatigue and back strain from heavy packs; illness from consumption of untreated water; and hyperventilation, burning of skin, shortness of breath, and swelling membranes from bear spray.

**2. Possible Harms** - I understand that these "inherent risks" can result in **"harms,"** which in this document **means damage to property or permanent or temporary physical, emotional, and mental injury to or death or disability.**

**3. Investigate Risks** - I agree that it is my responsibility to understand the risks in my participation in this activity. It is my responsibility to investigate the risks if I do not fully understand these risks.

**4. Assumption of Risk** - After considering the "inherent risks" and "harms" that may result, I voluntarily assume all "inherent risks" that I may encounter during participation in or transportation to, from or as a part of this activity, and I agree to be financially responsible for any "harms" that result.

**5. Negligence** - I also recognize that while the University will not knowingly or intentionally cause or permit "harms" to occur, the same or similar "harms" such as those mentioned in paragraph 2 may be caused by the negligence or fault of University of Alaska employees, its agents or volunteers or by fellow participants.

**6. Release** - I further agree to release the University of Alaska, its Board of Regents, officers, agents, and employees (hereafter "**University**"), from all liability and claims of any kind, for any "harms" to me **arising from the negligence**

**of University of Alaska employees, its agents or volunteers, or of fellow participants.** This includes claims for loss, expense, damages, punitive damages or attorney fees, or loss of companionship or support of family.

7. **Indemnity and Hold Harmless** - I agree to indemnify and hold the "University" harmless if I or anyone else brings claims against the "University" to recover damages of any kind for "harms" to me **arising from the negligence of University of Alaska employees, volunteers or of fellow participants, or from our participation in, or transportation to, from or as a part of this activity.** This means that I will be responsible for attorney fees and expenses incurred by the "University" in its defense of claims and any damages awarded against the "University."

8. **Other Providers** - I understand that my assumption of risk, release and indemnification of the University apply regardless of whether this activity is operated, sponsored, or hosted in whole or in part by the University of Alaska or a third party.

9. **Accommodations** - I certify that I am in good health and I know of no medical reason why I am not able to participate. If I have a disability, food or drug allergy, dietary requirements or any other condition requiring accommodation, I will contact the activity director at least fourteen (14) days prior to the start of the activity.

10. **Consent to Care** - I consent to first aid, emergency medical care, and if necessary admission to a hospital for care and treatment for injuries or illness anytime during this activity.

11. **Financial Responsibility** - I understand that I am responsible for obtaining insurance and for any expenses that arise out of medical care. Upon my request and at my expense accident insurance may be available to me through the University.

12. **Compliance with Rules** - I agree that I will abide by all University policies, regulations, and procedures and by all local, state and federal laws. If I fail to abide by these rules and laws, that may be a basis for denying or ending my participation in this activity.

13. **Others Affected** - I intend that this Agreement is and will be binding on my family, estate, heirs, successors, assigns, insurers, medical providers and personal representatives.

**By my signature, I agree and represent that:** I have entered into this Agreement on the basis of my own assessment of the risks involved and not in reliance upon representations of the University, its employees, officers or agents; I understand that I have the right to consult an attorney of my choice before signing this Agreement; I further understand that this Agreement contains our entire agreement, and that it cannot be modified except in a writing signed by me and the University; Alaska law applies to this Agreement and any dispute will be resolved in the state court located in Fairbanks, Alaska; If any part of this Agreement is found to be invalid or unenforceable for any reasons, the balance of the Agreement remains valid and enforceable; This a legally binding agreement designed to protect the "University" from claims that could be brought by myself or anyone else because of "harms" to me.

PARTICIPANT'S NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Please Print)

ADDRESS: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

*MODEL RELEASE PORTION - OPTIONAL*

\_\_\_\_\_ I agree that University personnel may photograph, videotape or record me in connection with this activity. I agree that the University will be the owner of all images and recordings and own all copyright in the images and recordings. The University may use these images and recordings for advertising or other media releases.