RELEASE OF LIABILITY

Please Read Carefully

I agree, as a participant in the **Recreational Activities and Programs** sponsored by the **Matanuska-Susitna Borough**, to adhere to the safety rules and procedures listed and posted on site for each facility and activity.

WAIVER and RELEASE

Inherent risks: I acknowledge that even by abiding by all the safety rules and procedures posted, there are inherent risks and dangers involved in recreational events, recreational activities, sports, facilities, and any equipment (hereinafter "recreational activities"). This entails known and unknown and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without making it impossible to enjoy and participate in recreational activities.

ICE EVENTS AND ACTIVITIES

I am aware that ice events and activities (hereinafter "ice activities") are HIGH-RISK SPORTS that involve MANY RISKS OF INJURY.

I understand that the dangers and risks of ice activities to myself, and/or my children, include, but are not limited to: death; concussion; frostbite; and other cold condition exposure injuries; drowning (outdoor/lake ice rinks); hypothermia; windburn; exposure to extreme weather; dental injury; cuts and bleeding; cuts, punctures or other injuries caused by skate blades; serious neck and spinal injuries which may result in complete or partial paralysis; traumatic brain injury and/or brain damage; blindness; serious injury to internal organs, bones, joints, ligaments, muscles, tendons, and other aspects of the muscular skeletal system; and serious injury or impairment to other aspects of my body, general health, and well-being. I understand that the dangers and risks are not only serious injury, but in serious impairment of my, and/or my children's, future abilities to earn a living, to engage in other business, social and recreational activities, and generally to enjoy life.

POOL EVENTS AND SWIMMING ACTIVITIES

I am aware that events and activities which take place near, in, and around swimming pools and open water are HIGH-RISK ACTIVITIES that involve risk of serious injury and possibly death.

I understand that the dangers and risks of pool events and swimming activities ("hereinafter "pool activities") to myself, and/or my children, include, but are not limited to: drowning; death; concussion; hypothermia; hyperthermia; dental injury; cuts and bleeding; cuts, punctures or other injuries caused by pool equipment; serious neck or spinal injuries which may result in complete or partial paralysis; traumatic brain injury and/or brain damage; blindness; serious injury to internal organs, bones, joints, ligaments, muscles, tendons, and other aspects of the muscular skeletal system; and serious injury or impairment to other aspects of my, or my children's, body, general health, and well-being. I understand that the dangers and risks are not only serious injury, but in serious impairment of my future abilities to earn a living, to engage in other business, social and recreational activities, and generally enjoy life.

ALL EVENTS AND ACTIVITIES (including but not limited to: ice activities, pool activities, pavilion, park, sports field, and library activities).

Inherent risks of recreational activities include but are not limited to: chemical exposure; infection, diseases; over-exertion; insect bites/stings; injury from exposure to fire; exposure to adverse weather conditions; exposure to wildlife and domesticated animals; scraps and scratches; bruises; broken bones; serious injury; uneven ground; falling; slipping; tripping; fainting; being injured by other participants/spectators; improper wear of safety gear; improperly maintained equipment which may be owned by MSB, or any other entity or participant; participating beyond my or another participants' limits; the negligence of other participants, observers, agents of MSB; participants giving or following inappropriate guidance from others in area or MSB agents; mine or others' failure to follow the rules set forth; my own negligence or inexperience; dehydration or exhaustion or cramps or fatigue - some or all of which may diminish my or the other participants' ability to react or respond.

I understand and expressly acknowledge that I have responsibilities, including the responsibility for my own safety while participating in recreational activities. I also acknowledge that I have the responsibility to inspect all facilities or equipment to be used, and to immediately advise MSB of anything which I consider to be unsafe, or I will refuse to participate. Furthermore, MSB employees, guards, instructors, volunteers, agents or others seek safety, but they are not infallible. They may give inadequate warnings or instructions, and the equipment on site whether owned by MSB or other parties might malfunction or be poorly maintained.

I expressly acknowledge that the use of drugs or alcohol during my participation in any of the activities associated with or provided by the MSB is done at my own peril and is not condoned, encouraged or excused by MSB in any way. I understand that the MSB reserves the right to deny me or any other person participation before or during an activity if it finds that person to be mentally or physically impaired or unprepared.

Further I understand there is absolutely NO guarantee of my or my children's safety.

Express Assumption of Risk: I expressly agree and promise to accept and assume all the risks existing in the premises, facilities, or activities involved or associated in any way with the MSB and/or my or my children's participation with or at MSB facilities, equipment or activities. My participation in these activities and at this location is purely voluntary. No one is forcing me to participate, and I elect to participate in spite of the risks.

I acknowledge that **I AM ULTIMATELY RESPONSIBLE for my own safety, and the safety of my minor children**.

Release and Waiver of Rights Including for Claims of Negligence: On behalf of myself and my minor children, I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the MSB from any and all claims, demands, or causes of action, which are in any way connected with my participation in these activities or my use of any equipment, rentals or facilities, including any such claims which allege negligent acts or omissions of MSB. I agree to waive and release any and all claims which may now or hereafter exist against the (i) Matanuska-Susitna Borough; (ii) its owners, agents, delegates or employees; and (iii) the organization(s) or individuals sponsoring, volunteering, or otherwise involved with this event, even if those listed here are or have been negligent (collectively the "Indemnified Parties"). This agreement shall be binding upon me and my heirs, personal representatives and assignees.

Indemnity: Should MSB or anyone acting on their behalf, 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 for) for all such fees and costs.

Personal Health & Insurance: I certify that I have sufficient health and fitness to participate in the activities offered by MSB. I further certify that I have no mental or physical conditions which could interfere with my safety or ability to participate in these activities, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I further certify that I have adequate insurance to cover any injury, damage or emergency transportation costs I may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs myself.

Medical Issues: I further agree that, in the event that the MSB or any event participants deem it necessary to administer emergency first aid, CPR or AED or to remove me from its facility or premises or to seek emergency medical care for me that, by signing this document, I am giving MSB permission to: administer emergency first aid or CPR or AED; secure emergency transport or medical care and/or disclose any medical information it may have about me to any health care provider which may become involved in my care; treatment or removal from the area. By signing this document, I am waiving any right to object to or bring any type of action or claim against MSB for its administration of emergency first aid or CPR or AED, or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have about me to any health related person who becomes involved in my care or removal from the area.

Photographic Assignment: I understand that MSB reserves the right to take photographic or film (of whatsoever nature) records of any or all the public activities conducted during its activities, and I hereby agree that the MSB may

use such records 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 all media in which my name or likeness might be used by the MSB.

Release as Contract and Personal Capacity: I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I am signing it of my own free will. I expressly agree and acknowledge that this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement will apply to the entirety of this activity. I agree and expressly acknowledge that I am not under the influence of drugs or alcohol at the time of my signing of this document and that there are no other impediments or reasons why I would lack the capacity to enter this contract with MSB.

Forum Selection, Severability, Breach of Contract/Warranty Waiver, Comprehension: In the event I file a lawsuit against MSB. I agree to do so solely in the State of Alaska, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state and I hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise have been entitled. I agree to submit to the jurisdiction of the Third Judicial District, Palmer, Alaska court. I agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this release contract can be used as if it were the original.

In consideration of the above I hereby release the Indemnified Parties from all liability for damage and injury to myself or to any person or property resulting from recreational activities, including any acts of negligence.

I agree that I am ultimately responsible for my own and my children's safety and agree that I am fully and completely responsible for all such damage, injury or death that may result.

I have made no misrepresentation to the providing organization regarding any information that they have requested of me related to the terms and conditions. I understand that this document constitutes the entire Agreement/Contract between myself and MSB, and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I am also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this release contract. By signing this document, I acknowledge that if anyone is hurt or killed or property is damaged during my participation in MSB activities, I may be found by a court of law to have waived my right to maintain a lawsuit against MSB based on any claim from which I have released them herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT.

I HAVE READ AND UNDERSTAND IT, AND I AGREE TO BE BOUND BY ITS TERMS. I HAVE CAREFULLY READ THE ABOVE, FULLY UNDERSTAND ALL TERMS CONTAINED HEREIN, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS (INCLUDING MY RIGHT TO SUE), ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO GIVE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I have read and understand the waiver, agreement, and release above.

On behalf of myself, my children, and all named participants on this application.

Date: _____

Signature: _____

This document expires on December 31 each year and must be renewed