



another (including ski resort employees) acting in a negligent manner that may cause and/or contribute to injury to Student or others, such as selecting terrain that exceeds his/her ability and failing to act within such ability; Student's failure to comply with signage; collisions with natural or man-made objects or collisions with other people; falling objects; encounters with snowmobiles and/or other motor vehicles; becoming lost or separated; lack of shelter; lift loading, unloading, and riding; storms, lightning, hail, snow and other adverse weather; limited access to and/or delay of medical attention; Student's health condition; strenuous activity; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; & mental distress from exposure to any of the above.

7. Pursuant to Alaska law, Student assumes the responsibility of maintaining control at all times while using the equipment and engaging in the skiing/snowboarding activities. The Undersigned agrees Student is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. The Undersigned accepts Student's responsibility to ski/snowboard safely at all times, and to obey all signage and any other ski area rules and policies. Student must have the physical dexterity and knowledge to safely load, ride and unload the lifts. The Undersigned agrees that Student assumes the risks of riding the lifts and agrees that a minor Student may use the ski lifts without an adult present. The Undersigned also agrees that any equipment Student uses while skiing/snowboarding Student uses at his/her own risk and freely accepts and assumes all risks of property damage, injury or death that may occur while using such equipment, including while participating in a ski lesson.

8. The Undersigned acknowledge and understand that the description of the risks listed above are not complete and that participating in the Activity, whether or not described, is often dangerous and may also include other risks which are inherent and/or which cannot be reasonably avoided without changing the nature of the Activity. By signing this document, the Undersigned recognize that property loss, injury, serious injury and death are all possible while participating in the MLC and using rental equipment.

**RECOGNIZING THIS ACTIVITY IS BOTH RISKY AND DANGEROUS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR STUDENT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF MLC ACTIVITY AND EQUIPMENT RENTAL, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE, OR A DIRECT RESULT OF NEGLIGENCE BY ALYESKA RESORT EMPLOYEES IN SELECTING, MAINTAINING AND RENTING EQUIPMENT OR PROVIDING MLC INSTRUCTION AND/OR ACTIVITIES TO STUDENT.**

9. Additionally, in consideration for allowing the Student to participate in the Activity, **THE UNDERSIGNED HEREBY AGREE NOT TO SUE ALYESKA RESORT** or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Student, including death, which Student may suffer, arising in whole or in part out of Student's participation relating to equipment rental or MLC activities. By agreeing not to sue, the Undersigned **are releasing any right to make a claim or file a lawsuit against any Released Party. Also, the UNDERSIGNED AGREE TO HOLD HARMLESS AND RELEASE EACH AND EVERY RELEASED PARTY FROM ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from Student's participation in the activity, **including, but not limited to, those claims based on any Alyeska Resort alleged or actual NEGLIGENCE or BREACH of any CONTRACT or express or implied WARRANTY.**

**THIS RELEASE INCLUDES INJURY OR DAMAGE FROM INADEQUATE OR NEGLIGENT WARNING OR INSTRUCTIONS FROM MLC EMPLOYEES AND/OR INADEQUATE OR NEGLIGENT MAINTENANCE OR SIZING OF THE RENTAL EQUIPMENT.**

10. By execution of this Agreement, the Undersigned also **AGREE TO DEFEND AND INDEMNIFY/REIMBURSE** each Released Party from any and all claims of the Undersigned and/or a third party arising in whole or in part from Student's participation in the MLC and/or equipment rental from Alyeska Resort.

11. In consideration for allowing Student to participate in the Activity, the Undersigned **AGREE THAT ANY AND ALL CLAIMS** for injury and/or death arising from the Student's participation in the MLC or equipment rental shall be **GOVERNED BY ALASKA LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be the **ALASKA STATE SUPERIOR COURT FOR THE THIRD JUDICIAL DISTRICT IN ANCHORAGE, ALASKA.**

12. In the case of a **MINOR** Student, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing **ON BEHALF OF THE MINOR** and that the **MINOR SHALL BE BOUND** by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Student, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agrees that but for the foregoing, the minor Student would not be permitted to rent equipment and/or participate in MLC activities.

13. If signing this Agreement without a parent or legal guardian's signature, Student, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian **OF A MINOR STUDENT**, signing adults represent that they are a legal parent or guardian of the minor Student.

14. **THE UNDERSIGNED UNDERSTAND AND ACKNOWLEDGE THAT THIS AGREEMENT IS A CONTRACT THAT RELEASES LEGAL RIGHTS AND SHALL BE BINDING TO THE FULLEST EXTENT PERMITTED BY LAW.** If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the Undersigned's intent that this **Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.**

**NOTE: IF THE STUDENT IS PARTICIPATING IN ALYESKA RESORT'S DISCOVER PROGRAM THE UNDERSIGNED AGREES TO ALSO RELEASE, HOLD HARMLESS AND INDEMNIFY THE ANCHORAGE SCHOOL DISTRICT AND PREMIER ALASKA TOURS.**

THE UNDERSIGNED HAVE CAREFULLY READ THE FOREGOING MOUNTAIN LEARNING CENTER AND EQUIPMENT RENTAL WARNING, ASSUMPTION OF RISK, COVENANT NOT TO SUE AND RELEASE/WAIVER OF CERTAIN LEGAL RIGHTS INCLUDING CLAIMS FOR NEGLIGENCE WHEN PARTICIPATING IN MLC LESSONS AND USING RENTED EQUIPMENT, AND INDEMNIFICATION AGREEMENT. THEY UNDERSTAND ITS CONTENTS AND ARE AWARE THAT THEY ARE RELEASING CERTAIN LEGAL RIGHTS FOR THEMSELVES AND ANY STUDENT THAT OTHERWISE WOULD EXIST FOR THE ENTIRE SKI SEASON, UNLESS THIS AGREEMENT IS TERMINATED SOONER, IN WRITING, TO ALYESKA RESORT.

I understand that my child may ride the chairlift unsupervised during this lesson/camp/program.

\_\_\_\_\_  
Signature of Student/Parent/Legal Guardian

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian