

SIGN AND INITIAL THIS RELEASE OF LIABILITY— READ IT CAREFULLY

I _____ (print name) am aware that mountaineering and wilderness activities (including hiking; backpacking; rock, snow, and ice climbing; mountaineering; skiing; ski mountaineering; rafting and packrafting, kayaking, and use of remote backcountry huts) are hazardous activities. I wish to participate and/or receive instruction in these activities with the Mountaineering Club of Alaska, Inc. ("MCA"). I recognize these activities involve numerous risks, which include, by way of example only, falling while hiking, climbing, skiing or crossing rivers or glaciers; falling into a crevasse or over a cliff; drowning; failure of a belay; being struck by climbing equipment or falling rock, ice or snow; avalanches; lightning; fire; hypothermia; frostbite; defective or malfunctioning equipment; and attack by insects or animals. I further recognize that the remoteness of the activities may preclude prompt medical care or rescue. I also recognize that risk of **injury or death** may be caused or enhanced by **mistakes, negligence or reckless conduct** on the part of either my fellow participants; MCA officers, directors, instructors, or trip leaders; and the State of Alaska and its employees regarding MCA backcountry huts. I nevertheless agree to accept all risks of **injury, death, or property damage** that may occur in connection with any MCA activity, including use of MCA furnished equipment and MCA backcountry huts. **(As used in this agreement, MCA includes its officers, directors, instructors and trip leaders.)**

_____ (initial that you have read this paragraph)

GIVING UP MY LEGAL RIGHTS I agree to give up for myself and for my heirs all legal rights I may have against the MCA; my fellow participants in MCA activities (except to the extent that insurance coverage is provided by automobile insurance policies) and the State of Alaska and its employees regarding MCA backcountry huts. **I give up these legal rights regardless of whether the injury, death, or property damage results from mistakes, negligence or reckless conduct of others.** I understand this agreement shall remain in effect until I provide a signed, dated, written notice of its revocation to the MCA.

_____ (initial that you have read this paragraph)

MY PROMISE NOT TO SUE I will not sue or otherwise make a claim against the MCA; my fellow participants in MCA activities (except as noted above for automobile accidents); and the State of Alaska and its employees regarding use of MCA backcountry huts, for **injury, death, or property damage** which occurs in the course of my participation or instruction in mountaineering and wilderness activities. Any lawsuit relating to MCA activities or this release shall only be filed in Anchorage, Alaska. The provisions of this release are severable and if any part is found unenforceable, the remaining provisions shall remain in effect.

_____ (initial that you have read this paragraph)

MY RELEASE OF LIABILITY I agree to release and discharge the MCA; my fellow participants in MCA activities; and the State of Alaska and its employees regarding use of MCA backcountry huts, from all actions, claims, or demands, both for myself and for my heirs, dependents, and/or personal representative, for **injury, death, or property damage** occurring in the course of my participation or instruction in mountaineering and wilderness activities.

_____ (initial that you have read this paragraph)

MY PROMISE TO INDEMNIFY I will pay all expenses, including attorney fees and court costs, that the MCA; my fellow participants in MCA activities; and the State of Alaska and its employees may incur as a consequence of any legal action arising out of **injury, death, or property damage** suffered by me in connection with any MCA activity or the use of any MCA backcountry hut.

_____ (initial that you have read this paragraph)

MY CONSENT TO MEDICAL TREATMENT I consent to any hospital or medical care that may be necessary as a result of my participation in MCA activities. I understand and agree that I am solely responsible for all charges for such medical treatment, including evacuation and/or rescue costs.

_____ (initial that you have read this paragraph)

I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENT, AND RECOGNIZE IT IS A BINDING LEGAL AGREEMENT

Dated: _____ Signature: _____

Signature of Parent or Guardian (if under 18): _____