

MCA **LIABILITY RELEASE** AGREEMENT

READ THIS LIABILITY RELEASE AGREEMENT CAREFULLY.

THEN SIGN, INITIAL AND DATE IT IN THE BLANKS INDICATED.

I _____ (print name) am aware that mountaineering and wilderness activities (including without limitation hiking; backpacking; rock, snow, and ice climbing; mountaineering; skiing; ski mountaineering; snowshoeing, ice- skating, mountain-biking, using watercraft of all types, access by aircraft, and the use of remote backcountry huts) ARE INHERENTLY HAZARDOUS ACTIVITIES WITH THE POTENTIAL TO CAUSE DEATH, BODILY INJURY AND/OR PROPERTY DAMAGE. I wish to participate in and/or receive instruction in these activities with the Mountaineering Club of Alaska, Inc. (MCA). I RECOGNIZE THAT THESE ACTIVITIES INVOLVE NUMEROUS RISKS, which include, by way of example only, falling while biking, 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; asphyxiation, hypothermia; frostbite; defective or malfunctioning equipment; and attack by insects or animals. I further recognize that the remoteness of these activities may preclude prompt medical care or rescue. I ALSO RECOGNIZE THAT RISKS OF DEATH OR INJURY MAY BE CAUSED OR INCREASED BY MISTAKES, NEGLIGENCE OR RECKLESS CONDUCT on the part of my fellow participants; or by MCA officers, directors, instructors, or trip leaders; or by the State of Alaska and its employees regarding MCA backcountry huts. As used in this Liability Release, "MCA" includes its officers, directors, instructors and trip leaders. 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, and all risks of third-party negligence, in conformity with Alaska Statutes 09.65.290(a) and (d). _____ (initial here that you have read and understood this paragraph)

GIVING UP MY LEGAL RIGHTS: I hereby give up, for myself and for my heirs, dependents, and/or personal representative, all legal rights that I might otherwise claim against MCA, my fellow participants in MCA activities (except to the extent that insurance coverage is provided by automobile insurance policies), and against the State of Alaska and its employees regarding MCA backcountry huts. I GIVE UP THESE LEGAL RIGHTS KNOWINGLY, AND REGARDLESS OF WHETHER THE DEATH, INJURY OR PROPERTY DAMAGE RESULTED FROM MISTAKES, NEGLIGENCE OR RECKLESS CONDUCT OF MYSELF OR OTHER PERSONS. I understand that this Liability Release agreement shall remain in effect unless I provide to MCA a signed, dated, written notice of my revocation of this Liability Release, concurrent with the mandatory relinquishment of my MCA membership. _____ (initial here that you have read and understood this paragraph)

MY PROMISE NOT TO SUE: I will not sue or otherwise make any claim against the MCA, my fellow participants in MCA activities (except as noted above for automobile accidents), and/or the State of Alaska and its employees regarding use of MCA backcountry huts, for any death, injury or property damage which occurs in the course of my participation or instruction in mountaineering and wilderness activities. The provisions of this release are severable, and if any part is held unenforceable, the remaining provisions shall remain in effect. Any lawsuit relating to MCA activities or the validity of this Liability Release shall be filed only in the Alaska Superior Court in Anchorage, Alaska. _____ (initial here that you have read and understood this paragraph)

MY RELEASE OF LIABILITY: I hereby 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 any and all actions, claims, or demands, both for myself and for my heirs, dependents, and/or personal representative, for any death, injury or property damage occurring in the course of my instruction or participation in MCA mountaineering and wilderness activities, and the use of MCA-furnished equipment and backcountry huts. _____ (initial here that you have read and understood this paragraph)

MY PROMISE TO INDEMNIFY: I will pay all expenses, including attorney fees and court costs, that 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 death, injury, or property damage suffered by me in connection with any MCA activity or the use of any MCA-furnished equipment or backcountry huts. _____ (initial here that you have read and understood this paragraph)

MY CONSENT TO MEDICAL TREATMENT: I consent to any hospital or medical care that may become necessary as a result of my participation in MCA activities. I agree that I am solely responsible for all charges for such medical treatment, including evacuation and/or rescue costs. _____ (initial here that you have read and understood this paragraph)

I execute this this Liability Release freely and knowingly, and specifically in consideration for my opportunity to participate as an MCA member in MCA-sponsored instruction and activities, and to use MCA-furnished equipment and backcountry huts.

I HAVE CAREFULLY READ THIS LIABILITY RELEASE AGREEMENT. I UNDERSTAND AND AGREE TO ITS CONTENTS. I

RECOGNIZE THAT THIS LIABILITY RELEASE IS A BINDING LEGAL AGREEMENT.

Signature: _____ Date: _____

Signature of Parent or Legal Guardian of named individual (if between 16 and 18 years of age):

_____ Date: _____ (Form Approved 2/27/2019).