

JUNEAU ALPINE CLUB

HAZARDOUS ACTIVITIES WAIVER AND RELEASE FROM LIABILITY

UNDERSTANDING & ASSUMPTION OF INHERENT RISK:

I, _____ [print name of signor], understand that the _____ [name of hike, climb, campout, or kayak or other water trip] that I am about to participate in is an inherently hazardous activity involving a significant risk of personal injury, illness, death, and property damage. I assume that risk. I specifically recognize that the JUNEAU ALPINE CLUB serves merely as a structure for people interested in hiking and climbing to get together, and that it is **not** a “sponsor” of this activity, and does not insure its safety. I affirm that I am mentally and physically prepared for this activity.

[initials]

POSSIBLE SERIOUS PROBLEMS; INHERENT RISKS:

I recognize that injury, illness, death, or property damage may be caused by equipment failure; rough condition of trails, terrain, or water; weather condition (including such factors as wind, rain, snow, sun, fog, and temperature); muddy trails and passages; avalanche and other snow, ice, and ground movement; the acts or omissions of other participants in this activity; my own acts, omissions, and physical condition; the acts of wild animals; contact with plants; or other foreseeable or unforeseeable factors. I also recognize that, due to the nature or remoteness of this activity, emergency medical aid might not be available. Neither the JUNEAU ALPINE CLUB, its officers, nor anyone serving as group leader or assistant for this activity has said anything to the contrary.

[initials]

WAIVER OF LEGAL RIGHTS:

By signing this document, I waive every legal right to any claim that I might otherwise have made against the JUNEAU ALPINE CLUB, its officers, or anyone serving as group leader or assistant for this activity, based on my injury, illness, or death, or damage to my property, as a result of my participating in this activity. I agree not to sue or otherwise make such a claim against them.

[initials]

RELEASE FROM LIABILITY:

By signing this document, I release the JUNEAU ALPINE CLUB, its officers, and anyone serving as group leader or assistant for this activity, from all liability that they might otherwise incur as a result of my injury, illness, or death, or damage to my property, as a result of my participating in this activity.

[initials]

REIMBURSEMENT:

I agree to reimburse the JUNEAU ALPINE CLUB, its officers, and anyone serving as a group leader or assistant for this activity, for liability, attorney fees, and costs

that they might incur as a result of a claim based on my act or omission committed while participating in this activity.

[initials]

EXCEPTION – GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT:

This waiver, release, and reimbursement agreement do not apply to an individual whose gross negligence, or reckless or intentional misconduct committed with a callous disregard for the consequences, while participating in this activity, is the basis for a claim and liability for injury, illness, death, or damage.

[initials]

PERMANENTLY BINDING EFFECT:

This waiver, release, and reimbursement agreement constitute a legal agreement between the JUNEAU ALPINE CLUB, its officers, its group leaders and assistants, and me. This agreement is permanently binding on me and on my heirs and estate.

[initials]

VOLUNTARY ACTION AND VOLUNTARY SIGNING:

I am voluntarily entering into this activity. **ALSO, after carefully reading and considering each paragraph of this document, I am voluntarily signing it.**

[initials]

PARENTS AND GUARDIANS:

SIGNING ON BEHALF OF MINOR (person under age 18):

I am signing this document on behalf of my minor child or ward, to permit the minor's participation in the specified activity. In doing so, the use of "I" and "my" in the preceding paragraphs is understood to refer to the minor.

REIMBURSEMENT FOR CLAIM BY MINOR:

In addition to the reimbursement agreed to above, I agree to reimburse the JUNEAU ALPINE CLUB, its officers, and anyone serving as a group leader or assistant for this activity, for liability, attorney fees, and costs that they might incur as a result of a claim made by the minor. This additional reimbursement agreement does not apply to expenses and liability resulting from application of the "EXCEPTION" clause, above.

[initials]

#####

DATE: _____

Participant's Signature

Print Name of Minor Participant

Parent's/Guardian's Signature