

Alaska Pacific University

PARTICIPANT AGREEMENT: RELEASE OF LIABILITY, ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS FOR OFF CAMPUS CLASSES AND OUTINGS

PLEASE READ THIS TWO-PAGE DOCUMENT CAREFULLY AND SIGN WHERE INDICATED BELOW.

Name: _____

Program: _____ Program Dates: _____

In consideration of the services of Alaska Pacific University, its agents, employees, trustees, and officers (hereinafter "APU"), and being permitted to participate in the above program for educational/recreational purposes I acknowledge and agree as follows:

1. Activities The activities of the program for which I am to participate in have risks, including risks that cannot be eliminated without destroying the unique character of the activities. The following are some, but not all of the activities you may experience if participating in an outdoor recreational activity: sea kayaking; rock climbing; swimming; mountaineering; hiking; tree climbing; snorkeling; free diving; compressed air diving; skiing; snowshoeing; pack rafting; hot spring soaks; ice climbing; fishing; river kayaking; rafting; travel by automobile, boat, plane, and/or animal; wildlife viewing; travel on off-trail uneven terrain; loading and unloading gear; river crossings; and exploration of urban and/or remote areas of foreign countries.

2. Description of Potential Risks APU does not want to reduce your enthusiasm for these activities, but it is important to know in advance what to expect and to be informed of the potential risks, both inherent and otherwise, associated with these activities. The enjoyment and excitement of the program is derived in part from the risks of these activities. The same elements that contribute to the unique character of the activities can cause loss, injury, illness, disability, or death. Some, but not all of the possible risks, include: drowning; prolonged exposure to cold water; being struck by or falling against a rock or sharp object; slippery surfaces; intense cold, heat, sun, snow, rain, fog, and wind; student/instructor misjudgment; crevasses; contact with poisonous insects and wild animals; negative reaction from air or waterborne bacteria or virus; delayed communication or inability to communicate due to remote or foreign settings; hypothermia; accidents due to alcohol and drug use; prolonged delay in medical assistance or ineffective medical treatment due to remote or foreign settings; transportation/equipment failure; vehicle/transportation collision and accidents; risks associated with foreign countries and travel; forces of nature such as rock falls, avalanches, ice falls, and flash floods; exposure to animals, diseases and infections not common to the United States; dangerous road, plane, train, boat, animal or automobile travel; political unrest; riot, demonstrations, and thievery; acts of terrorism; and civil unrest.

Some APU programs may require decisions made by instructors and/or students, and may include student-led outings without instructors. The nature of these activities allow for a variety of perceptions and evaluations, which by their nature are subject to risks and reasonable errors in judgment.

Some APU program outings allow for student operated vehicles, boats, and other methods of transportation. Although students operating such means of transportation are required to undergo training and to abide by certain University policies, the attendant risks include the student's capabilities, environment, terrain, and weather.

Some APU programs also allow for unsupervised free time. Free time activities are not part of the APU program and are at the sole risk of the student/participant. Free time activities include consumption of alcohol for persons of legal age, and APU has no responsibility for such activities. APU staff and employees may provide assistance or even accompany students/participants in these free time activities, but in doing so, they are acting in their own individual capacity and not at the direction or on behalf of APU.

3. Voluntary Assumption of Risks The description of activities and attendant risks noted above is not complete and other unknown or unanticipated risks may result in loss, injury, illness, disability or death. I agree to assume the risks of the activities of the program, inherent and otherwise. I agree to assume responsibility for the risks identified above and those risks not specifically mentioned. My participation in the program is purely voluntary; no one is forcing me to participate and I elect to participate in spite of and with knowledge of the risks.

4. Ability to Participate and Agreement to Follow Instructions I certify that I am physically and mentally able to participate in the program. I understand that APU reserves the right to refuse my participation if it appears that I am incapable of meeting the rigors and requirements of the activities, or if it determines that my participation poses a danger

to myself and/or others. I further agree to abide by all instructions of APU staff and instructors, and all applicable rules and regulations of the University, and the laws of the governmental jurisdictions at the place or places of program offering. I agree to indemnify and hold harmless APU from all claims or losses resulting from the failure to abide by such instructions, rules and laws.

5. Independent Contractors and Third Parties APU sometimes employs independent contractors for services including, but not limited to, transportation, educational instruction, and lodging. APU does not retain control over these contractors and is not liable for any acts, negligent or willful, or failure to act of any such contractors.

6. Insurance and Authorization for Medical Treatment I understand that APU does not provide health, liability, property or other insurance for me. I understand that APU is not responsible for any medical expenses incurred by me while participating in the program. I understand that I should obtain medical insurance coverage or other appropriate insurance for the term of my participation in the program. I understand that APU is not responsible for my health, safety, or well-being during the program. If I become ill or incapacitated, APU may take any action deemed necessary for my safety and well-being, including securing medical treatment, at my own expense and transporting me home at my own expense.

7. Binding Indemnification I agree that this Agreement shall be legally binding upon me personally, all members of my family and all minors on whose behalf I am signing, my and their heirs, successors, assigns, and legal representatives. I further agree to defend, hold harmless and indemnify APU from any claim, liability, loss, damages or expenses resulting from a claim brought by a fellow participant/student, rescuer, or any other person for loss, injury, illness, disability or death caused by my conduct.

8. Mediation/Arbitration and Venue I agree that if any dispute arising from or relating to my participation in the program cannot be resolved through informal discussions between the parties, I will attempt to settle the dispute through mediation before a mutually acceptable mediator in the state of Alaska. To the extent mediation does not result in a resolution, I agree to arbitrate the matter before a mutually agreeable arbitrator in the state of Alaska. I further agree to pay all costs and attorneys fees incurred by APU in defending a claim or suit, if the claim or suit is withdrawn or to the extent a court or arbitrator determines that APU is not responsible for the loss. I agree that any dispute between APU and my parents/guardian and or me shall be governed by the substantive laws of the state of Alaska, and shall be resolved exclusively in the Third Judicial District of the state of Alaska.

9. Release of Liability I acknowledge having read and understood this Participant Agreement: Release of Liability, Acknowledgement and Assumption of Risks. I agree and assume all risks of the program, whether those risks are known or unknown, inherent or otherwise. I AGREE TO RELEASE AND DISCHARGE APU FROM ALL CLAIMS, LIABILITIES, AND LOSSES ASSUMED BY OR ON BEHALF OF ME IN ANY WAY ARISING FROM OR RELATED TO MY PARTICIPATION IN THE APU PROGRAM NOTED ABOVE (including transportation and occurrences to and from the activity or the use of APU equipment or facilities). THIS RELEASE INCLUDES LOSS, INJURY, ILLNESS, DISABILITY OR DEATH CLAIMED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF APU, PROPERTY DAMAGE, WRONGFUL DEATH, PRODUCTS LIABILITY, BREACH OF CONTRACT OR UNDER ANY OTHER LEGAL THEORY, EXCEPT IN CASES OF THE GROSS NEGLIGENCE OF APU.

10. Severability If any part of this agreement is deemed unenforceable, all other parts shall be given full force and effect.

I HAVE READ THIS PARTICIPANT AGREEMENT AND UNDERSTAND AND AGREE TO THIS RELEASE OF LIABILITY AND ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS.

Signature: _____ Date: _____

Print Name: _____

PARENT OR GUARDIAN OF A MINOR:

I, as parent or guardian of the above minor, hereby give my permission for the minor to participate in the APU program noted above. My signature reflects my understanding and agreement for myself and on behalf of the minor to the terms stated in this Participant Agreement. I have explained to the minor the risks and terms stated in this Agreement. I agree to defend, hold harmless, and indemnify APU from any claim and from any liability brought by or on behalf of the minor.

Signature: _____ Date: _____

(of Parent or Legal Guardian)

Print Name _____