Alaska Pacific University
PARTICIPANT AGREEMENT: RELEASE OF LIABILITY, ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS FOR OUTDOOR RECREATIONAL PROGRAMS

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, instructors, 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 in which I am to participate have serious 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 I 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. **BY SIGNING THIS DOCUMENT, I UNDERSTAND AND ACKNOWLEDGE THAT I AM ULTIMATELY RESPONSIBLE FOR MY OWN HEALTH AND SAFETY DURING MY PARTICIPATION IN THE PROGRAM AND THAT I AM ASSUMING ALL RISKS OF MY PARTICIPATION**.

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, disfigurement, or death. Some, but not all of the possible risks, include: drowning; prolonged exposure to cold water; falling; 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, negligence or omission; human error; equipment failure or malfunction, including safety equipment; crevasses; contacts with poisonous plants or 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 or drug use; prolonged delay in medical assistance or ineffective and inadequate medical treatment due to remote or foreign settings; transportation/equipment failure or malfunction; vehicle/transportation collision, crashes, and accidents; risks associated with foreign countries and travel; forces of nature such as earthquakes, winds, rock falls, avalanches, ice falls, icebergs, snow conditions, tsunamis, tides, waves, currents, reefs, sandbars, 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, students, and/or myself, and may include student-led outings without instructors. The nature of these activities allow for a variety of perceptions, decisions, and evaluations, which by their nature are subject to risks, mistakes, and 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 abilities and capabilities, environment, terrain, conditions, 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, disfigurement or death. I agree to assume all risks, known or unknown, of the activities of the program, inherent or 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, and the fact that I may not be aware of all 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 also understand that APU is under no obligation to determine if I am capable of meeting the rigors and requirements of the activities or to determine that the participation of others poses a danger to me. 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 government jurisdictions at the place or places of program offering. I agree to indemnify and hold harmless APU from all claims or losses arising out of or resulting from any 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. I understand 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. I understand APU is not liable for negligent supervision of any contractor or for failing to supervise a contractor.

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 or that in any way arise out of or are related to my participation 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 injured, ill or incapacitated, APU may take any action deemed necessary for my safety and well-being, including securing rescue services and 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, medical provider, or any other person for loss, expense, injury, illness, disability or death caused by my conduct or in any way arising out of my participation in the program.

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 Anchorage, Alaska. To the extent mediation does not result in a resolution, I agree to arbitrate the matter before a mutually agreeable arbitrator in Anchorage, 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 laws of the state of Alaska, and shall be resolved exclusively in Anchorage, Alaska, and nowhere else. I HEREBY KNOWINGLY AND INTENTIONALLY WAIVE ANY RIGHT I MAY HAVE TO FILE A LAWSUIT AGAINST APU IN A COURT OF LAW OR TO HAVE A TRIAL BY JURY FOR ANY CLAIM OR DISPUTE ARISING FROM OR RELATING TO MY PARTICIPATION IN THE PROGRAM.

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, unknown, inherent or otherwise. I HEREBY VOLUNTARILY RELEASE AND FOREVER DISCHARGE APU FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, DEMANDS, LIABILITIES, AND LOSSES ASSERTED, OR THAT EVER COULD BE ASSERTED, BY ME OR ON MY BEHALF 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, BUT IS NOT LIMITED TO, DAMAGES, LOSS, INJURY, ILLNESS, DISABILITY, DISFIGUREMENT, LOSS OF INCOME OR ABILITY TO EARN INCOME, MEDICAL EXPENSES, PAIN AND SUFFERING, LOSS OF ENJOYMENT OF LIFE, PROPERTY DAMAGE, PUNITIVE DAMAGES, LOSS OF CONSORTIUM, OR DEATH CLAIMED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF APU, OR BASED UPON OTHER LEGAL THEORIES OF WRONGFUL DEATH, PRODUCTS LIABILITY, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, OR UNDER ANY OTHER LEGAL THEORY.

I UNDERSTAND AND AGREE THAT THIS IS A FULL AND COMPLETE RELEASE OF ALL CLAIMS AND CAUSES OF ACTION I MIGHT EVER HAVE AGAINST APU AS A RESULT OF MY PARTICIPATION IN THE PROGRAM, AND I UNDERSTAND THAT I AM ASSUMING RISKS THAT I MAY NOT KNOW ABOUT AT THIS TIME. IT IS MY INTENT TO RELEASE ALL CLAIMS I MIGHT EVER HAVE AGAINST APU ARISING OUT OF OR RELATED TO MY PARTICIPATION IN THE PROGRAM, AND NOT JUST CLAIMS I CAN FORESEE AT THIS TIME.

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

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I READ AND UNDERSTOOD THIS AGREEMENT AND ALL ITS TERMS, AND I AGREE TO BE BOUND BY THIS PARTICIPANT AGREEMENT: RELEASE OF LIABILITY, ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS, AND ALL ITS TERMS.

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.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I READ AND UNDERSTOOD THIS AGREEMENT AND ALL ITS TERMS, AND I AGREE FOR MYSELF AND ON BEHALF OF THE MINORTO BE BOUND BY THIS PARTICIPANT AGREEMENT: RELEASE OF LIABILITY, ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS, AND ALL ITS TERMS.

Signature: _____ Date: _____

Print Name: _____