

Turn form in to _____

Name: _____

Address: _____

City: _____, State: _____ Zip: _____

Phone: _____ Email: _____

PARTICIPANT AGREEMENT, RELEASE OF LIABILITY AND ASSUMPTION OF RISK

Please read this document carefully. It Contains Important Information and Must be Signed Prior to Participation

I, the undersigned participant, agree and acknowledge as follows:

That there are risks involved and/or associated with this Relay. Some of these risks include, but are not limited to, risks associated with: navigation, weather, animals, terrain, physical exertion, dehydration, vehicular traffic and actions of other people including other participants, volunteers, by-standers, and Relay producers. I understand that some of the risks arising from or related to the Relay are inherent, that is, they cannot be eliminated without jeopardizing the essential qualities of the activity. I agree to assume responsibility for the risks identified in this document and for those risks not specifically identified both inherent risks and non-inherent risks.

My participation in the Relay is purely voluntary. No one is forcing or requiring me to participate and I choose to participate in spite of the known and unknown risks.

I understand that participation in the Relay could result in physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties.

RELEASE OF LIABILITY: I HAVE READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY SIGNING THIS DOCUMENT, I AGREE AND PROMISE TO ACCEPT AND ASSUME ALL THE RISKS OF THE ACTIVITIES WHICH I AM TO ENGAGE IN. I AGREE TO RELEASE AND DISCHARGE THE STATE OF ALASKA, THE ALASKA STATE TROOPERS, ANY AND ALL VOLUNTEERS OF THE RELAY, THE WISH UPON THE NORTH STAR CHARITABLE ORGANIZATION AND ANYONE ASSOCIATED WITH IT, ANY CITY, TOWN OR VILLAGE THROUGH WHICH THE RELAY PASSES, ANY COMPANY THAT MAKES A DONATION TO THE RELAY AND ANY OTHER PERSON OR ENTITY FROM ALL CLAIMS, LIABILITIES, AND LOSSES ASSERTED BY OR ON BEHALF OF ME ARISING FROM OR RELATED TO MY PARTICIPATION IN THE EVENT OR THIS AGREEMENT. THIS RELEASE INCLUDES LOSS, INJURY, ILLNESS, DAMAGE OR DEATH CLAIMED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE ABOVE ENTITIES OR INDIVIDUALS. I UNDERSTAND THAT THIS DOCUMENT RELEASES ALL THE ABOVE ENTITIES AND INDIVIDUALS FOR ACTIONS OR INACTIONS IN THE FUTURE. This Release will be binding upon the undersigned and their assignees, subrogees, distributees, heirs, next of kin, executors, personal representatives and administrators of the signatories and may be pled by all the above entities and individuals as a complete bar and defense against any claim, demand, action by or on behalf of the Participant.

I warrant and represent that I am in good health and able to participate in this Relay. I understand that Relay volunteers reserve the right to deny me or any other person participation before or during the Relay if it appears that I or any other person poses a potential risk to himself/herself or others.

I understand that Relay volunteers reserve the right to take photographic or film records of me in connection with the event and hereby agree that Relay producers may use any such photographic or film records for promotional and/or commercial purposes, as well as approve such use by third parties with whom Relay producers may engage in joint marketing, without any remuneration to me. I hereby assign all rights, title and interest I may have in or to any and all media in which my name or likeness may be used to Relay producers.

I agree to defend, hold harmless and indemnify Relay volunteers and Wish Upon the North Star from any claim, liability, loss, damages or expenses resulting from a claim brought by a fellow participant, rescuer, or any other person for loss or damage caused by my conduct. In the event that the Relay or anyone acting on behalf of the Relay is required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. Any dispute between the Relay volunteers and me and/or my heirs or successors concerning, relating to or referencing this Agreement, the Relay, or any information and/or literature concerning the Relay shall be resolved exclusively in the State of Alaska, Third Judicial District at Anchorage. Such proceedings will be governed by substantive Alaska law.

Printed Name

Signature

Date