

Chilkat Guides, Ltd.

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Release & Acceptance of Risk

PLEASE SIGN & DATE AND RETURN THIS PAGE TO CHILKAT GUIDES

Thank you for choosing to join us on our river trip! Chilkat Guides, Ltd. is proud of its efforts to promote the safety and enjoyment of its clients. In order to fairly and honestly inform you of the service we provide, you should know and appreciate the hazards which are inherent in river running and wilderness travel. **By signing this statement, you acknowledge these hazards and accept responsibility for your own welfare.**

Acknowledgment of Risk - I acknowledge that there are significant risks in any activity associated with the out-of-doors which cannot be eliminated without jeopardizing the essential qualities of the activity. Events may happen which are beyond the control of any person. These risks, both known and unanticipated, may result in my injury, illness, disease, or death; or damage to my property. These risks may include, but are not limited to:

- 1) Boats overturning;
- 2) falling into and/or exposure to cold water;
- 3) acts or omissions of Chilkat Guides, Ltd., its agents, employees, or other persons;
- 4) defects in equipment;
- 5) my own conduct or physical condition;
- 6) acts of other participants;
- 7) weather conditions;
- 8) contact with plants or animals;
- 9) condition of roads, trails, or terrain.

Acceptance of Risk - I accept the risks such as those I have acknowledged and assume all responsibility for such risks and their consequences arising from my participation in this activity. My participation in this activity is my voluntary choice.

Release - I voluntarily release Chilkat Guides, Ltd., its agents and employees, other participants, and all other persons, and agree to indemnify and hold them harmless from all liability and claims and attorney fees or defense costs that are in any way connected with my participation in this activity, including specifically, but not limited to injury, illness, disease, death, or damage to property, my own negligent acts or omissions, and all negligent acts and omissions except those of gross negligence on the part of Chilkat Guides, Ltd., its agents or employees.

I agree not to sue or assert any claim against Chilkat Guides, Ltd., its agents or employees in connection with my participation in this activity. By signing this document I waive certain legal rights and claims. The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which Chilkat Guides, Ltd. or its agents is a party shall be in the Superior Court, First Judicial District, at Juneau, Alaska.

I understand that I am to be financially responsible for any medical treatment and/or necessary emergency evacuation resulting from my participation in this trip. I have no medical or physical condition that could interfere with my safe participation in this activity. I have brought to the attention of Chilkat Guides, Ltd., and I will alert my guide to, any medical history that could become a problem on this trip.

I have carefully read this entire Release and Acceptance of Risk, fully understand its contents, and agree to its terms. I am not under the influence of alcohol or drugs that would affect my capacity to participate in this activity or to sign this document.

Chilkat Guides, Ltd. reserves the right to use photographic or film records of this tour for promotion and/or commercial purposes.

Printed Name _____

Signature _____

Date _____

