

# Alaska Icefield Expeditions Participant Agreement



## Company

Coastal Helicopters  
<https://coastalhelicopters.com/>

Activity \_\_\_\_\_

Date of activity \_\_\_\_\_

## Instructions

Waivers must be signed by all participants. Parents or guardians must sign on behalf of all minors under the age of 18.

#Alaska Icefield Expeditions, Inc.

## PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, and INDEMNITY AGREEMENT

In consideration of the services of Alaska Icefield Expeditions, Inc., its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "AIE"), I hereby agree on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative, estate and any other person acting by, on behalf of or through me as follows:

- Acknowledgement of Risks:** I acknowledge that a dog sled tour on a glacier (referred to as "this activity") entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks are essential to the activity and therefore cannot be eliminated.  
Inherent risks of this activity include, among other things: Dogs may act unpredictably at times; may bite; and may become out of control resulting in accidents such as overturned sleds or collisions with other sleds, persons, manmade or natural objects. In addition, accidents and injuries may happen caused by a variety of circumstances including but not limited to falls from the sled; jostling or being bounced in the sled; sleds overturning; driving actions or omissions by myself or other participants; negligence of other participants or myself; inclement weather, crevasses, and avalanches; a dangerous dog sled course; and equipment failure. I understand that sled dog touring is a wilderness activity that exposes me to all elements of the outdoors, natural surroundings, dogs, other participants and equipment.  
In addition to inherent risks, I acknowledge that AIE and its employees have difficult jobs to perform and are not infallible. Among other things, they might be unaware of or misjudge a participant's fitness or abilities; lose control of dogs or sleds; misjudge the weather or other environmental conditions; fail to observe or avoid other sleds, manmade or natural obstacles; give inadequate warnings or instructions; and the equipment may fail, malfunction or be poorly maintained.
- Acknowledgement of other drivers and warranty of Fitness:** I understand and agree that: i) I may be riding in a sled which might be driven by another participant and ii) I might be driving a sled containing other participants. I warrant that I am physically and mentally able to ride in a sled and that I can steer, guide, drive and use the braking system on the sled and have no physical or mental impairments including, but not limited to, any impairments caused by the consumption of alcohol or illegal or prescription drugs, which would impair my ability to do so.
- Assumption of Risks:** I expressly agree to accept and assume all of the risks existing in this activity, including but not limited to those identified above. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

4. **Release of Liability, Discharge, Indemnification and Hold Harmless:** I hereby voluntarily release, forever discharge, and agree to indemnify, defend and hold harmless AIE from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of AIE's equipment or facilities, including any claims which allege negligent acts or omissions, [gross negligence acts or omissions or reckless acts or omissions] of AIE. [This release of liability and discharge includes any allegations of negligent training, supervision, hiring or unskilled guides.]
5. **Indemnity for Attorney's Fees:** Should AIE, or anyone acting on their behalf, be 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.
6. **Insurance Coverage and Risk of Medical & Physical Conditions:** I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I assume the risk of any medical or physical condition I may have, known or unknown.
7. **\*\*Covid:\*\*** AIE strives to comply with all applicable federal, state and local recommendations for practices that can help lower the risk of Covid 19 and other viruses and illness. Even with the heightened cleaning procedures, social distancing, face masks the business cannot fully eliminate the risk that customers may contract COVID 19.
8. **Waiver of Lawsuit, Jurisdiction and Intent of Agreement:** By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I have waived my right to maintain a lawsuit against AIE on the basis of any claim from which I have released them herein. In the event that I file a lawsuit against AIE, I agree to do so exclusively in the courts for the state of Alaska in the First Judicial District, and I further agree that the substantive law of Alaska shall apply in that action without regard to the conflict of law rules of any other jurisdiction. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions of this agreement shall remain in full force and effect.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

#### Details of minor

First name \_\_\_\_\_

Last name \_\_\_\_\_

Date of birth \_\_\_\_\_

#### Contact details

First name \_\_\_\_\_

Last name \_\_\_\_\_

Email address \_\_\_\_\_

Date of birth \_\_\_\_\_

Phone number \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_

State or province \_\_\_\_\_

Postal code \_\_\_\_\_

Country \_\_\_\_\_

☐ I would like to receive updates on promotions and events

Signature \_\_\_\_\_ Date of signature \_\_\_\_\_