



# Participant Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement Valdez Heli Ski Guides, LLC

In consideration of the services of Blue Hole Properties, LLC, Tsaina Lodge Ski and Snowboard Club, L.L.C., Valdez Heli Ski Guides, LLC, the State of Alaska, the Bureau of Land Management, Pathfinder Aviation and each of their agents, owners, officers, volunteers, sponsors, club members, other members, parent or subsidiary corporations, participants, employees, subcontractors, sales agents and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "VHSG"), I hereby agree to release and discharge VHSG on behalf of myself, my parents, my legal and personal partners, my heirs, assigns, personal representative and estate as follows:

**Look:** there are numerous risks and dangers associated with helicopter assisted skiing, boarding and recreation that can result in your being hurt, killed or having your stuff lost or wrecked. By signing this document, **you agree:** 1) to all the terms discussed in this document; 2) that you have carefully read the whole document; and 3) even if a specific risk is not listed in this document you **CONSENT** to waiving your legal rights to sue VHSG (as it is named above). By signing this release, you are telling yourself, everyone with you, VHSG and Alaska's Courts that you know very well it's a risky world recreating with helicopters in the mountains of Alaska **and** YOU are taking **all** of those known and unknown risks and responsibilities home to yourself. \_\_\_\_\_(Initial here)

**1. Inherent Risks** I acknowledge that flight assisted skiing (the term "skiing" shall include "snowboarding" and "telemarking" and "randonnée") entails known and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I understand and acknowledge that the enjoyment and excitement of this type of activity is derived in part from inherent risks created by activity beyond the accepted safety of life at home or in my normal day to day activities and that these inherent risks contribute to my enjoyment and excitement and are an integral reason for my participation in this activity. **I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in VHSG activities.** I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I understand that skiers with retention straps and/or boot and binding systems not designed or intended to release have an increased risk of not surviving an avalanche. I also understand and acknowledge that failing to use or properly use safety type equipment (IE – beacons/ transceivers, harnesses, airbags, etc.) increases my risk of injury or of not surviving an accident or incident while helicopter skiing.

I specifically acknowledge that flight assisted skiing also includes a wide range of 'experiential' type activities such as flightseeing, photo opportunities and landing in beautiful environments to access the mountains and unique places accessible in areas near the ski zones used by VHSG I acknowledge I will be afforded these activities where available on the various VHSG programs and they are a normal part of 'flight assisted skiing' provided by VHSG I also expressly acknowledge that the normal recreational activities which are offered by VHSG and which are the subject of this release contract may involve 'staging' or deploying in and out of areas that include VHSG's wholly owned properties, various private properties and permitted and public properties.

The **inherent risks associated with "flight assisted" (helicopter or fixed wing aircraft) skiing** include, among other things: Flight assisted skiing is usually accompanied by beautiful mountain scenery. Those same mountains pose a risk of avalanches. Avalanches (meaning 'mass movement' events of snow, ice, rocks/dirt or some combination of all of these materials) may be caused by natural or artificial forces including, but not limited to, steepness of slopes, snow depth, instability, changing weather conditions, or the weight of myself or other skiers on the snowpack. VHSG or its staff may misjudge whether the terrain is safe for skiing or where or when an avalanche may occur. The natural beauty of the mountainous areas used for flight assisted skiing sometimes hides dangerous obstacles. Those obstacles may be hidden by snow and include, but are not limited to, crevasses and bergschrunds, ice and snow cornices, tree wells, tree stumps, creeks, rocks and boulders, forest deadfall, holes and depressions below the snow surface, and varying and difficult snow conditions. The backcountry ski areas may not have been skied previously and are not regularly patrolled. Skiers may become lost or separated from their skiing guides or skiing companions in forested areas, wild and rugged terrain, or bad weather. Communication in this mountain terrain is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available.

I acknowledge that, in the remote locations used by VHSG, participants may experience extreme **environmental** and/or weather conditions. Exposure to the natural elements can be uncomfortable and/or harmful and I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, frostbite, etc. some or all of which may diminish my or the other participants ability to react or respond. Common (sometimes life threatening) injuries for these types of activities include, but are not limited to the following; strains, sprains, fractures, and/or wounds and trauma to the head or body. Delays or inconvenience because of inclement weather, including but not limited to low visibility, high winds, heavy rain or snow, storms, extreme temperature variations, etc., can occur. I agree that the inherent risks of these activities go beyond what is described in the Alaska Ski Safety Act ("A.S.S.A.") and that the A.S.S.A. does not apply to the activities offered by VHSG

I acknowledge that my time participating in VHSG events/activities may require me to use **technical equipment** (IE – avalanche

transceivers/beacons, airbags, harnesses, etc.) that I might not be familiar with and that I or other participants may find difficult to use and which I or other participants may use incorrectly. This improper use or operation may include, but is not limited to: the failure to observe and obey all safety rules or instructions given to the participant by VHSG guides/staff. I acknowledge that, despite reasonable care and maintenance, essential equipment may fail, malfunction or cause injury or worse harm to myself or others. I acknowledge that **food preparation** is an integral part of some of these activities and that I and other participants may be eating in the outdoors and/or community style environments and that some of the food may not be to my liking; there may be errors in food storage or preparation that could cause my dissatisfaction and/or illness; I acknowledge my responsibility to inform VHSG of any specific food related allergies. I acknowledge the responsibility to carry **my own necessary medications** and my own responsibility to be able to administer these medications.

I acknowledge that, while the 'core' activity of a trip or participation with VHSG will be flight assisted skiing, there may be opportunities to participate in other **activities that are somewhat ancillary** to the core or essential activities of flight assisted skiing. These additional activities (such as exploring the mountainous or glaciated terrain near ski zones) may occur as a result of weather conditions that prevent flight assisted skiing or they may be part of normal operational situations such as staging groups for lunch or entry or exit from ski zones; VHSG and participants may take advantage of opportunities for additional exploration, sightseeing (including flight seeing) or touring presented by being in mountainous locations. All of the attendant risks associated with flight assisted skiing will be present in these additional exploration, sightseeing or touring activities. I acknowledge that it will be my responsibility to inform VHSG and/or my guide if I do not want to participate in these activities (with the exception of normal staging events required to move in or out of the field).

I acknowledge that I may choose to participate in activities that are provided by **other vendors or operators** over which VHSG has no control. Those activities are incidental to the activities provided by VHSG and may involve errors in judgment by the other vendors or operators for which VHSG can bear no liability or fault. VHSG is **not a "Common Carrier"** but rather is in the primary business of providing flight assisted ski type trips. Transportation to and from the activity is incidental to the activity. Transport and car, bus or van travel in some instances may be provided by VHSG and may involve errors in judgment by VHSG staff operating the vans, buses, cars or other type transport vehicles. At times, I or other guests may request that VHSG transport them to locations outside of the Thompson Pass area and in those cases I specifically acknowledge that I am voluntarily exposing myself and others to all of the risks attendant with automobile travel including accidents, breakdowns, etc. and that VHSG cannot be nor will it be liable for these types of incidents. The vehicles and transport trailers may malfunction, break down or be poorly maintained, causing injury, accidents, delays or in the extreme case, death.

Furthermore, **VHSG Guides** have difficult jobs to perform. They seek safety, but they are **not infallible**. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and/or I as the participant may fail to understand the safety directions due to language issues. The equipment being used might malfunction. Further, I may encounter: the negligence or mis-behaviors of other visitors or participants who may be present, participants giving or following inappropriate advice, mine or others' failure to follow the rules of VHSG and/or my own negligence or inexperience, some or all of which may diminish my or the other participants' ability to react or respond. I also acknowledge that I have the responsibility to inspect any and all facilities or equipment to be used and to immediately advise VHSG of anything which I consider to be unsafe or to refuse to participate. I specifically acknowledge that decisions made by guides/staff and participants are often made in wilderness/remote/dangerous settings and are often made based on imprecise, momentary and subjective perceptions so that decisions are subject to errors in judgment that cannot and should not be associated with fault at a later point in time.

**2. Express Assumption of Risk** I expressly agree and promise to accept and assume **all the risks** existing in this activity. This means I am not just assuming the inherent risks of the activity but rather that I am assuming **all of the risks** of the activity, even if they are not expressly stated in this document. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I am signing it of my own free will. This is a purely voluntary un-necessary activity for me and even if I do not (or claim that I do not) have knowledge of a particular risk, this express agreement to assume **all risks** whether they are known or unknown to me is intended to defeat all claims I might have against VHSG.

**3. Specific Express Legal Agreements** I expressly agree that VHSG is not a "ski area" for purposes of the Alaska Ski Safety Act and that there is no recognized "ski area" which is the focal point of VHSG's activities. I agree that neither VHSG nor its helicopter provider are "common carriers" under the law for purposes of the activities offered by VHSG. My specific reasonable expectation in signing this release is that this release contract will be given broad effect by the Alaska courts even if a specific risk or possible claim is not listed herein. I expressly agree that a term of this release contract is my agreement and acknowledgement that I am waiving arguments against VHSG as to when and where an activity begins or ends and that once I am engaged in any way in a VHSG activity this release contract will apply. I agree that, even absent the expressions in this release contract, the doctrines of assumption of the risks (all risk) and inherent risks negate my claims against VHSG **and** that this release enunciates these three theories separately.

**4. Release and Waiver of Rights Including for Claims of NEGLIGENCE** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless VHSG 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 VHSG's equipment or facilities, including **any such Claims which allege any theory of negligence including negligent acts or omissions of VHSG** ('VHSG' being its employees and those defined in the opening paragraph of this document). What I am agreeing to in this clause is that, beyond the legal application of the inherent risk and assumption of the risk provisions, this separate provision means I am waiving **all claims** I might have against VHSG sounding in negligence. I agree that the specific risks of death, injury or other property damage are clear and unambiguous to me and that, even if a specific mechanism of injury is not listed in this document it is my express agreement not to hold VHSG liable for negligence related to my death or injury or any other style of damage.

**5. Indemnity** Should VHSG or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement or defend against lawsuits or claims brought by me, I agree to indemnify and hold them harmless (in other words, I agree to pay for...) for

**all** such fees and costs. Plainly put – if I or anyone else violates this contract and brings suit against VHSG I agree to pay all of VHSG’s legal fees in defending themselves.

**6. Personal Skill & Insurance** I certify that I have sufficient skill and fitness to participate in the activities offered by VHSG I further certify that I have no medical, mental or physical conditions which could interfere with my safety or ability to participate in these activities, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I further certify that I have adequate insurance to cover any injury, damage or emergency transportation costs I may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs myself. I understand and acknowledge that flight assisted skiing and the other opportunities for exploration and recreating are, in some contexts, considered ‘high risk’ activities and that my life insurance coverage may be affected; I understand it is my responsibility to give appropriate notice to my personal insurance companies regarding this activity.

**7. Medical Issues** I further agree that, in the event that VHSG deems it necessary to administer emergency first aid or CPR or to remove me from its activities or premises or from the field or to seek emergency medical care for me that, by signing this document, I am giving VHSG permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about me to any health care provider which may become involved in my care, treatment or removal from the field. By signing this document, I am waiving any right to object to or bring any type of action or claim against VHSG for its administration of emergency first aid or CPR or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have about me to any health-related person who becomes involved in my care or removal from VHSG activities or the field.

**8. Photographic Assignment** I understand that the VHSG reserves the right to take photographic or film (of whatsoever nature) records of any or all activities and I hereby agree that VHSG may use such records for promotional and/or commercial purposes without any remuneration to me. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by VHSG I agree and acknowledge that VHSG cannot control media or photographic images of me that may be generated or disseminated by other participants or third parties.

**9. Release as Contract and Personal Capacity** I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement **are contractual in nature** and that I am signing this contract of my own free will. I expressly acknowledge that I am not under the influence of drugs or alcohol at the time of my signing of this document and that there are no other impediments or reasons why I would lack the capacity to enter into this contract with VHSG.

**10. Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.** In the event I file a lawsuit against VHSG, I agree to do so solely in the Third Judicial District of the State of Alaska, and I further agree that the substantive law of Alaska shall apply in that action without regard to the conflict of law rules of that state. I hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise have been entitled. I agree to submit to the jurisdiction of the Alaska courts. I agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this release contract can be used as if it was the original. I understand that this document constitutes the entire Agreement/Contract between myself and VHSG and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I am also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this release contract.

**By signing this document, I acknowledge that if anyone is hurt or killed or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against VHSG on the basis of any claim from which I have released them herein.**

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT (ALL 3 PAGES).  
I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.**

**My express intention in signing this complete release of claims document is to voluntarily exchange this release contract with VHSG for the opportunity to participate in recreational activities with VHSG**

**Participant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Printed Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **E-mail** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Age:** \_\_\_\_\_  
**Country:** \_\_\_\_\_ **Postal Code:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

Witness \_\_\_\_\_ © VHSG 2019