

**MUNICIPALITY OF ANCHORAGE
CROSS-COUNTRY SKI RENTAL
RELEASE OF LIABILITY**

In consideration of the use of this rental equipment, I agree to the terms contained in this document.

- 1. REPRESENTATIONS AND AGREEMENT.** I agree that I am solely responsible for my health and safety, and I certify that I am in suitable health, and have the experience, skill, and ability necessary to use the rental equipment. I agree that I am responsible for knowing how to properly use the rental equipment and for obtaining necessary instruction if needed. If I believe the rental equipment is not functioning properly, I will stop using it and will return it to the Municipality for inspection, repair, or adjustment. I accept this rental equipment AS IS and with no warranty from the Municipality, express or implied, beyond those in this Agreement. I agree to return the rental equipment in clean condition and operating properly. I will pay all late fees assessed not to exceed the full retail value of the rental equipment not returned by the agreed date.

- 2. ASSUMPTION OF RISKS.** I understand that any equipment provided or borrowed or rented from the Municipality is used at my own risk. I understand that cross-country skiing and related activities, including but not limited to skiing on groomed and ungroomed trails, snow-covered terrain, frozen lakes, and backcountry areas, are INHERENTLY HAZARDOUS and involve inherent risks. I further understand that while engaging in the activities for which this equipment is being rented, I may encounter or be exposed to any number of risks, hazards and dangers including but not limited to: slips, trips, and falls; fractures; concussions; injuries from lack of fitness or conditioning; dangerous animals; losing control, crashing, or colliding with others or physical obstacles; uneven terrain; unexpected descents and inclines; changing snow and weather conditions; other people, animals, vehicles, or equipment; and dangerous weather, including avalanches, deep snow hazards and whiteouts. **I FREELY AND VOLUNTARILY AGREE TO ASSUME ALL RISKS OF DEATH OR INJURY TO ANY PART OF MY BODY.**

- 3. RELEASE AND INDEMNIFICATION.** I agree to release, indemnify, and defend the Municipality, its employees, officials, agents, and insurers against all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees and other litigation costs, brought by me or any third parties, that in any way arise from my decision to ski or my use of the Municipality's rental equipment, whether or not such claims, causes of actions, damages, judgments, costs or expenses, including attorney's fees and other litigation costs, are related to my own fault or negligence or the fault or negligence of any other parties including the Municipality, its employees and/or third parties.

- 4. DAMAGES AND REPLACEMENT.** I agree to pay for all damages to the property of the Municipality. I agree to be fully responsible for the care of this rental equipment and agree to pay the Municipality damages up to the replacement value, at full retail cost, of the rental equipment for any loss or damage to the equipment (other than reasonable wear and tear), including but not limited to, loss or damage caused by theft, destruction, misuse, or abuse, whether intentional or unintentional.

- 5. MINOR PARTICIPANTS.** If Participant is under 18 years of age, this Agreement must be signed by a parent or legal guardian. If I am signing this Agreement on behalf on anyone other than myself, including a minor, I verify that I have the authority to enter into this Agreement on behalf of the individual and I agree to hold harmless and indemnify the Municipality of Anchorage for any claims brought by or on behalf of the individual.

- 6. SEVERABILITY.** I agree that the purpose of this agreement is that it shall be an enforceable ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION as broad and inclusive as is permitted by law. If any portion of this Agreement is held invalid or unenforceable, the remaining portions shall remain in full force and effect.

- 7. JURISDICTION AND VENUE.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Alaska, and any legal action must be brought in the Superior Court, Third Judicial District, in Anchorage, Alaska.

I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT, I UNDERSTAND I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, AND I AGREE TO BE BOUND BY ITS TERMS.

PARTICIPANT INFORMATION

Participant Name (Print): _____
Parent/Guardian Name (Print): _____
Signature: _____
Date: _____
Phone Number: _____
Email: _____