

MUNICIPALITY OF ANCHORAGE
CROSS-COUNTRY SKI RENTAL WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY, INDEMNITY, HOLD HARMLESS AGREEMENT, AND AGREEMENT NOT TO SUE

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

1. REPRESENTATIONS AND AGREEMENT. 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, involve inherent risks. I agree that I am solely responsible for my health and safety, and I certify that I am in good 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, express or implied, beyond those in this Agreement, and in the manufacturer's written warranty, if any. I agree to return the rental 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. I agree to be fully responsible for the care of this rental equipment and agree to pay the Municipality damages up to the full replacement value 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.

2. 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 of 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.

3. ASSUMPTION OF RISKS OF ACTIVITIES. I understand that any equipment provided or borrowed or rented from the Municipality is used at my own risk. I understand that the activities for which this equipment is rented are INHERENTLY HAZARDOUS and that while engaging in the activities, 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; and dangerous weather, including avalanches, deep snow hazards and whiteouts.

4. 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.

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

I acknowledge I have read and fully understand this Agreement, I understand I am giving up substantial legal rights, and I sign freely and voluntarily.

PARTICIPANT INFORMATION

Participant Name (Print): _____

Parent/Guardian Name (Print): _____

Signature: _____

Date: _____

Phone Number: _____

Email: _____