

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT
WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND
WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE ALASKA OUTDOOR
EXPOSURE LLC DBA: DIVE ALASKA, ALL PRESENT INSTRUCTORS, ANY STAFF OR PERSONNEL
OF DIVE ALASKA OR ALASKA OUTDOOR EXPOSURE, LLC, OR ANY INDEPENDENT
CONTRACTORS PERFORMING SERVICES FOR DIVE ALASKA, AND OTHER PARTIES. DO NOT
SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF
LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

IN CONSIDERATION of Alaska Outdoor Exposure, LLC, dba Dive Alaska, all present instructors, any staff or personnel of Dive Alaska or Alaska Outdoor Exposure, LLC, or any Independent Contractors performing services for Dive Alaska (collectively the “Released Parties”) allowing me to participate in Diving or associated Dive Activities (hereafter referred to as “Diving”), or events in which the Released Parties are in any way involved, I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement (the “Agreement”):

____ 1. I hereby represent that (i) I am in good health and in proper physical condition to participate in Diving; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in Diving. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Diving.

____ 2. I understand and acknowledge the physical and mental rigors associated with Diving are inherently dangerous and represent an extreme test of a person’s physical and mental limits and condition. I understand that participation in Diving involves risks and dangers which include, without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; accidents, contact or collision with other participants, spectators, vehicles, or natural or manmade objects; dangers arising from adverse weather conditions; imperfect conditions existing on the property where Diving take place; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the organizers of Diving; and other undefined risks and dangers which may not be readily foreseeable or are presently unknown (the “Risks”).

I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in Diving, or the acts, inactions, or negligence of the Released Parties. I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses which I incur as a result of my participation in Diving.

____ 3. I agree to be familiar with and to abide by all rules and regulations established for Diving, in which I participate. I also accept sole responsibility for my own conduct and actions while participating in Diving and the condition and adequacy of any equipment that I might own and/or supply in conjunction with Diving. I understand that any of the Released Parties present for Diving are in no way responsible for my conduct, behavior, safety, or well-being.

____ 4. I hereby release, waiver, and covenant not to sue, and further agree to indemnify, defend and hold harmless the Released Parties, together with the organizers, promoters, sponsors, advertisers, hosts, venue and property owners upon which Diving takes place, law enforcement agencies and other public entities providing support for Diving, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers, with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense, including court costs and reasonable attorney’s fees of any kind or nature (“Liability”) which may arise out of, result from, or relate to my participation in Diving,

including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, make a claim for Liability against any of the Released Parties, I will indemnify, defend, and hold harmless each of the Released Parties from any such Liability which any may be incurred as a result of such a claim.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement.

This Agreement represents the complete understanding between the parties regarding these issues and no oral representation, statements, or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

NAME OF PARTICIPANT

(PRINT): _____ AGE: _____ DATE OF BIRTH: ___/___/_____

SIGNATURE OF PARTICIPANT: _____

DATE: _____

Parental Consent (required if the participant is less than 18 years of age) As the parent or legal guardian to the minor identified above, I hereby accept and agree to all of the terms and conditions of this Agreement on behalf of the minor in connection with the minor's participation in Diving. If, despite this Agreement, I, or anyone on the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim.

NAME OF PARENT/LEGAL GUARDIAN

(PRINT): _____ AGE: _____ DATE OF BIRTH: ___/___/_____

SIGNATURE OF PARENT/LEGAL GUARDIAN: _____

DATE: _____