

Alaska Rainbow Adventures

P.O. Box 874570 Wasilla, Alaska 99687

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

- 1. In consideration for my fishing trip with Alaska Rainbow Adventures, I hereby RELEASE, WAIVE, DISCHARGE, and HOLD HARMLESS, Alaska Rainbow Adventures, it's owners and employees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, illness, or injury, that may be sustained by myself, or to any property belonging to myself, while on my vacation at Alaska Rainbow Adventures or while in, on, upon, any aircraft traveling to and from the float trip with Alaska Rainbow Adventures.
- 2. I am fully aware of the risks and hazards connected with a float fishing trip with Alaska Rainbow Adventures, including the risk of physical injury or disability as the result of such injury, and I am voluntarily participating in said activity, and to enter the above named premises and engage in such activity. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY that may be sustained, or any loss or damage to property as a result of being engaged in such an activity.
- 3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs that may incur due my stay with Alaska Rainbow Adventures.
- 4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assignees and personal representative, if I am not alive, and shall be deemed as a RELEASE, WAIVER, AND DISCHARGE of the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Alaska.
- 5. I understand that the RELEASEES will not be responsible for any medical costs associated with any injury, and I agree to execute a Medical Authorization Permission/Release to obtain reasonable medical care while participating in the program.
- 6. I further agree to become familiar with the rules and regulations of the Alaska Department of Fish and Game and Alaska Rainbow Adventures. I will further assume complete risk of any activity done in violation of any rule, directive, or instruction.
- 7. I also understand that I should and am urged by RELEASEES to obtain adequate health and accident insurance to cover any personal injury which may be sustained during the program or the transportation to and from said program and its activities.



Visitor's Acknowledgement Of Risks

WARNING: There are significant elements of risk in any adventure, sport or activity associated with the outdoors or wilderness, including but not limited to camping, climbing/hiking/trekking, fishing, hunting walking or glaciated terrain or surfaces, and the presence or use of saddle animals, dogs, watercraft, firearms and other weapons (referred to herein as "activity"), and the use of any related equipment.

In consideration of the services of Paul E Hansen dba: Alaska Rainbow Adventures their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (herein collectively referred to as "the outfitter/guide"), I agree as follows:

Although the outfitter/guide has taken reasonable steps to provide me with appropriate equipment and/or skilled guides so I can enjoy an activity for which I may not be skilled, the outfitter/guide has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. The outfitter/guide does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks.

The following describes some but not all, of those risks:

1) Falling; 2) Cold weather and heat related injuries and illness including hypothermia, frostbite, heat exhaustion, heat stroke, sun burn, and dehydration; 3) An "act of nature" which may include avalanche, rock fall, inclement weather, thunder and lightning, severe and/or varied wind, temperature or weather conditions; 4) River crossings, fjordings, portaging, loading on to or unloading from a variety of vehicles, craft, vessels, or animals, and/or travel to and from the activity which may involve flying in small aircraft and landing/taking off from in unimproved areas; 5) Risk associated with crossing, climbing or down climbing of rock, snow and/or ice – including risk of head injury which may be reduced by wearing a UIAA approved helmet; 6) Equipment failure and/or operator error; 7) Risks typically associated with approaching, handling, mounting/riding/dismounting, loading/unloading or the unpredictability of any saddle or pack animal in response to light, movement, noise, or objects - including risk of head injury which may be reduced by wearing an ASTM approved riding helmet; 8) Risks typically associated with watercraft including waterflow, current, tidal action, or the wake of other craft; submerged, semi-submerged and overhanging objects; capsizing, swamping or sinking of watercraft and resultant injury, hypothermia, or drowning – drowning risks may be reduced by wearing a fastened U.S.C.G. approved personal flotation device; 9) Attack or encounter with bears, reptiles, insects, or other animals; 10) Accidents or illness occurring in remote places where there are no available medical facilities; 11) Fatigue, chill and/or dizziness, which may diminish my reaction time and increase the risk of accident; 12) Discharge of weapons. I am aware that the activity entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that unknown or unanticipated inherent risks may result in injury, illness, or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary. No one is forcing me to participate, and I elect to participate in spite of the inherent risks.



I acknowledge that engaging in this activity may require a degree of skill and knowledge different from other activities, and that I have responsibilities as a participant. I acknowledge that the staff of the outfitter/guide has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death, loss of personal property, and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my/our negligence in participating in this activity.

I have carefully read, clearly understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative, and estate, and for all members of my family including minor children.

Participants Name Printed:	
AgeSignature	
Emergency Contact	
Emergency Contact Phone Number/	
List of known allergies to plants, insects, food or medications:	
Describe if under a doctor's care or taking prescribed medications:	
If This Activity involves the use of weapons, are you experienced with the safe use of wea	apons?
Yes No	
If "No", have you passed an approved weapons safety class? Yes No	
If Participant is under 18, the Parent or Legal Guardian must also sign:	