Participant Name: _____

Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement,
FOUR VALLEYS COMMUNITY SCHOOL, INC.

In consideration of the services of Four Valleys Community Schools, Inc., the Anchorage School District, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "F.V.C.S."), I hereby agree to release and discharge F.V.C.S. on behalf of myself, my parents, my children, my entire family, my heirs, assigns, personal representative and estate as follows:

1. Inherent Risks I acknowledge that some of the classes offered by the F.V.C.S. involve activities that have some risk associated with them including, but not limited to, risks of personal property damage, personal injury and/or death. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of these activities. Furthermore, F.V.C.S. instructors and personnel 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 may give inadequate warnings or instructions, and the equipment being used might malfunction. I acknowledge the responsibility to carry **my own necessary medications** and my own responsibility to be able to administer these medications. I expressly acknowledge that **naturally occurring human disease processes** (including, but not limited to, the currently widespread Corona Virus) occur in all environments in which this activity will take place. I acknowledge that, while F.V.C.S. has taken reasonable measures to avoid contact, exposure, transmittal or contamination of the virus between people (including guests/participants, employees and other third parties) that it is my sole responsibility to safe guard myself and others. I understand and agree that, if I choose to participate in this activity, that F.V.C.S. cannot and will not have any legal liabilities toward me if I contract the virus. On the other hand, if it is determined that I acted negligently or unreasonably and was responsible for transmittal of the Corona Virus (or any disease process) to other F.V.C.S. participants or employees, that I may be held legally and financially responsible for that transmittal. **I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in F.V.C.S. activities.**

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 agree and understand that my decision to encounter the risks in this activity is the most substantial factor causing any ultimate harm that may come to me during this activity. 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 F.V.C.S.

3. **Specific Express Legal Agreements** My intent in signing this release contract is that it will be given broad effect by the Alaska courts even if a specific risk or possible claim is not listed herein. I expressly agree and acknowledge that I am waiving arguments against F.V.C.S. as to when and where an activity begins or ends and that once I am engaged *in any way* in a F.V.C.S. activity this release contract will apply. I also expressly agree that this release contract will be admissible into evidence in any legal proceeding which I initiate or become involved in against F.V.C.S., even if the Court rules that the contract is not dispositive of the case. 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.

4. Release and Waiver of Rights Including for Claims of NEGLIGENCE I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless F.V.C.S. 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 F.V.C.S.'s equipment or facilities, including **any such Claims which allege any theory of negligence including negligent acts or omissions of F.V.C.S.** ('F.V.C.S.' 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 F.V.C.S. sounding in negligence. I agree that the risks of death, injury, property loss or other damages are known and unambiguous to me and that, even if a specific type of loss is not listed in this document it is my express agreement not to hold F.V.C.S. liable for negligence related to any death, injury or other style of damage encountered.

5. Personal Skill & Insurance & Medical Issues I certify that I have sufficient skill and fitness to participate in the activities offered by F.V.C.S. 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 further agree that, in the event that F.V.C.S. 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 F.V.C.S. 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.

6. 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 it 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 F.V.C.S.

7. Photographic Assignment: I understand that the F.V.C.S. reserves the right to take photographic or film (of whatsoever nature) records of any or all of the activities conducted within its programs/premises and I hereby agree that the F.V.C.S. may use such records for promotional and/or commercial purposes without any remuneration to me or my child. I hereby assign all right, title and interest I may have in or to any and all media in which my child's name or likeness might be used by the F.V.C.S.

8. Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc. In the event I file a lawsuit against F.V.C.S., 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 F.V.C.S. 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 F.V.C.S. on the basis of any claim from which I have released them herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT (ALL 2 PAGES).
I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS DURING THE FULL 2020 F.V.C.S. OPERATING SEASON.

My express intention in signing this complete release of claims document is to voluntarily exchange this release contract with F.V.C.S. for the opportunity to participate in recreational activities with F.V.C.S.

Participant Signature:_____ Participant Printed Name:_____

Address:_____Phone#:_____Date:_____

Parents or Guardians Signature (Must be completed for participants under 18 years of age)
I/we represent that I/we have complete and absolute authority to bind, contract for and legally act on behalf of the minor child listed below; I/we believe and represent that I/we have the legal authority to make the waivers and releases contained herein. I/we understand and acknowledge that F.V.C.S. relies to its detriment on this representation and would not allow the minor child to participate in its programs or activities without this representation.

Parent Signature:_____ Printed Name:_____

Parent Signature:_____ Printed Name:_____

Address:_____ Phone #:_____ E-Mail:_____Date: _____