

# Alyeska Resort Mountain Learning Center and Equipment Rental

\_\_\_\_\_  
Printed Name of Student

\_\_\_\_\_  
Age

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Birth Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**Emergency Contact:** \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
RELATION

**Ski Lesson**

**Snowboard Lesson**

**Level** \_\_\_\_\_

**Lift Ticket**

**Rental**

## SCHOOL GROUP ONLY - RENTAL PROFILE:

**Shoe Size** \_\_\_\_\_ **Height** \_\_\_\_\_ **Weight** \_\_\_\_\_ **Ability: Type I**  **Type II**  **Type III**

Student has made no misrepresentations to Alyeska Resort in regard to their height, weight, age, or skier type. If signing as a parent or Legal Guardian on behalf of a minor child, the undersigned parent or Legal Guardian consent that under the direct supervision of an adult instructor (over the age of 21 years) of Alyeska Resort, the minor student for whom they are signing as a parent or legal guardian may accompany the adult instructor into the Sitzmark Bar & Grill or the Bore Tide Deli Restaurant.

**For purposes of this Agreement and Release, Alyeska Resort Operations Limited Partnership (AROLP) operating as Alyeska Resort, shall include, their affiliates, managers, members, directors, agents and employees, specifically including employees working in/at the rental equipment shops and instructors and assistants at the Mountain Learning Center.**

### **SKI & SNOWBOARD SCHOOL AND EQUIPMENT RENTAL WARNING, ASSUMPTION OF RISK, COVENANT NOT TO SUE AND RELEASE/WAIVER OF CERTAIN LEGAL RIGHTS INCLUDING CLAIMS FOR NEGLIGENCE WHEN PARTICIPATING IN MLC AND/OR USING RENTAL EQUIPMENT. ALSO INDEMNIFICATION AGREEMENT.**

1. The person who is participating in Mountain Learning Center (MLC) programs or renting ski or snowboard equipment shall be referred to hereinafter as "Student". The "Undersigned" means only the Student when the Student is age 18 or older OR it means both the Student and the Student's parent or legal guardian when the Student is under the age of 18, **The Undersigned agree and understand that taking part in MLC lessons, renting equipment and using ski area facilities, including the lifts, for any purpose and skiing/snowboarding (collectively hereinafter the "Activity"), can be HAZARDOUS AND INVOLVES THE RISK OF PROPERTY DAMAGE, PHYSICAL INJURY AND/OR DEATH. The Undersigned voluntarily accepts full responsibility for all the risks involved.**
2. The Undersigned are advised that a person using any of the facilities of the ski area is considered a "skier" for purposes of this document. The Undersigned acknowledge and understand the dangers and risks of skiing and understand that the Student, as a "skier" under Alaska law, and **ASSUMES FULL RESPONSIBILITY FOR ALL INHERENT DANGERS AND RISKS** as provided by the Alaska Ski Safety Act (hereinafter "Act").
3. The Undersigned further understand and agree that student does not have to rent equipment or take MLC lessons, neither are essential services and with that knowledge they voluntarily choose to proceed to rent equipment and/or participate in MLC activities.
4. Student accepts for use in its "as is" condition, any equipment described in this form and accepts full responsibility for its care while it is in their possession, and will be responsible for the replacement at full retail value of any equipment rented under this agreement which is lost, stolen or damaged. Failure to promptly return the rental equipment by the closing time on the date return of the equipment is due may result in criminal prosecution and a full retail charge for the value of the rental equipment. To avoid any additional charges the equipment must be returned in clean condition. Student agrees to check the equipment before each use and will not use the equipment if any parts are worn, missing or damaged. Student is also financially responsible for any loss or damage to the equipment, other than reasonable wear and tear, which results from their use of the equipment.
5. Student understands that the ski-boot binding system which they have rented will not release or retain at all times or under all circumstances, nor is it possible to predict every situation in which it will release or retain. Student understands in the case of snowboard, snowshoe or telemark equipment, the boot-binding-system is not designed to release and may or may not release under certain circumstances. Also that in the case of helmet rental, no helmet can protect the wearer against all foreseeable impacts and injuries to the head and will not protect against neck, cervical, spine or any other bodily injuries, and that the binding systems, helmets, avalanche beacons and accessories are no guarantee of safety.
6. **IN SIGNING THIS AGREEMENT, THE UNDERSIGNED ACKNOWLEDGE THEY ARE EXPRESSLY RELEASING ALYESKA RESORT FULLY FROM ANY POTENTIAL CLAIMS FOR LIABILITY FOR ITS OWN FUTURE NEGLIGENCE AND ACTIONS RELATED TO MLC LESSONS AND EQUIPMENT RENTAL. THEY FURTHER ACKNOWLEDGE THEY ARE ASSUMING ADDITIONAL RISKS AND DANGERS BY ATTENDING MLC LESSONS AND/OR RENTING EQUIPMENT THAT MAY RESULT IN PROPERTY DAMAGE, PHYSICAL INJURY AND/OR DEATH INCLUDED WITHIN OR ABOVE AND BEYOND THOSE OUTLINED IN THE ACT, INCLUDING BUT NOT LIMITED TO:**

Falling; drills; exercises; free skiing; following the direction of the instructor; terrain selection of the instructor; avalanches; cornices; suffocation; crevasses; equipment failure; equipment malfunction; equipment damage; negligent selection or binding setting and/or maintenance of the rental equipment by Alyeska Resort; Student's improper use of rental equipment; Student's use of his/her own personal equipment; Student's failure to maintain or otherwise upkeep his/her own personal equipment; slick or uneven surfaces; slipping; tripping; loss of balance; changing weather conditions, existing and changing snow conditions; bare spots, rugged mountainous terrain; bumps; stumps, trees and other forest growth, tree wells; downed timber; rocks of various sizes; holes; debris; marked and unmarked obstacles;

grooming, snowmaking and other equipment on the slopes, lift towers, drainage channels; variations in terrain, varying visibility; unmaintained trails; path and/or trail obstructions; unmarked roads and/or trails; Student or another (including ski resort employees) acting in a negligent manner that may cause and/or contribute to injury to Student or others, such as selecting terrain that exceeds his/her ability and failing to act within such ability; Student's failure to comply with signage; collisions with natural or man-made objects or collisions with other people; falling objects; encounters with snowmobiles and/or other motor vehicles; becoming lost or separated; lack of shelter; lift loading, unloading, and riding; storms, lightning, hail, snow and other adverse weather; limited access to and/or delay of medical attention; Student's health condition; strenuous activity; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; & mental distress from exposure to any of the above.

7. Pursuant to Alaska law, Student assumes the responsibility of maintaining control at all times while using the equipment and engaging in the skiing/snowboarding activities. The Undersigned agrees Student is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. The Undersigned accepts Student's responsibility to ski/snowboard safely at all times, and to obey all signage and any other ski area rules and policies. Student must have the physical dexterity and knowledge to safely load, ride and unload the lifts. The Undersigned agrees that Student assumes the risks of riding the lifts and agrees that a minor Student may use the ski lifts without an adult present. The Undersigned also agrees that any equipment Student uses while skiing/snowboarding Student uses at his/her own risk and freely accepts and assumes all risks of property damage, injury or death that may occur while using such equipment, including while participating in a ski lesson.

8. The Undersigned acknowledge and understand that the description of the risks listed above are not complete and that participating in the Activity, whether or not described, is often dangerous and may also include other risks which are inherent and/or which cannot be reasonably avoided without changing the nature of the Activity. By signing this document, the Undersigned recognize that property loss, injury, serious injury and death are all possible while participating in the MLC and using rental equipment.

**RECOGNIZING THIS ACTIVITY IS BOTH RISKY AND DANGEROUS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR STUDENT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF MLC ACTIVITY AND EQUIPMENT RENTAL, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE, OR A DIRECT RESULT OF NEGLIGENCE BY ALYESKA RESORT EMPLOYEES IN SELECTING, MAINTAINING AND RENTING EQUIPMENT OR PROVIDING MLC INSTRUCTION AND/OR ACTIVITIES TO STUDENT.**

9. Additionally, in consideration for allowing the Student to participate in the Activity, **THE UNDERSIGNED HEREBY AGREE NOT TO SUE ALYESKA RESORT** or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Student, including death, which Student may suffer, arising in whole or in part out of Student's participation relating to equipment rental or MLC activities. By agreeing not to sue, the Undersigned **are releasing any right to make a claim or file a lawsuit against any Released Party.** Also, the **UNDERSIGNED AGREE TO HOLD HARMLESS AND RELEASE EACH AND EVERY RELEASED PARTY FROM ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from Student's participation in the activity, **including, but not limited to, those claims based on any Alyeska Resort alleged or actual NEGLIGENCE or BREACH of any CONTRACT or express or implied WARRANTY.**

**THIS RELEASE INCLUDES INJURY OR DAMAGE FROM INADEQUATE OR NEGLIGENT WARNING OR INSTRUCTIONS FROM MLC EMPLOYEES AND/OR INADEQUATE OR NEGLIGENT MAINTENANCE OR SIZING OF THE RENTAL EQUIPMENT.**

10. By execution of this Agreement, the Undersigned also **AGREE TO DEFEND AND INDEMNIFY/REIMBURSE** each Released Party from any and all claims of the Undersigned and/or a third party arising in whole or in part from Student's participation in the MLC and/or equipment rental from Alyeska Resort.

11. In consideration for allowing Student to participate in the Activity, the Undersigned **AGREE THAT ANY AND ALL CLAIMS** for injury and/or death arising from the Student's participation in the MLC or equipment rental shall be **GOVERNED BY ALASKA LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be the **ALASKA STATE SUPERIOR COURT FOR THE THIRD JUDICIAL DISTRICT IN ANCHORAGE, ALASKA.**

12. In the case of a **MINOR** Student, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing **ON BEHALF OF THE MINOR** and that the **MINOR SHALL BE BOUND** by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Student, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agrees that but for the foregoing, the minor Student would not be permitted to rent equipment and/or participate in MLC activities.

13. If signing this Agreement without a parent or legal guardian's signature, Student, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian **OF A MINOR STUDENT**, signing adults represent that they are a **legal** parent or guardian of the minor Student.

14. **THE UNDERSIGNED UNDERSTAND AND ACKNOWLEDGE THAT THIS AGREEMENT IS A CONTRACT THAT RELEASES LEGAL RIGHTS AND SHALL BE BINDING TO THE FULLEST EXTENT PERMITTED BY LAW.** If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the Undersigned's intent that this

Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

**NOTE: IF THE STUDENT IS PARTICIPATING IN ALYESKA RESORT'S DISCOVER PROGRAM THE UNDERSIGNED AGREES TO ALSO RELEASE, HOLD HARMLESS AND INDEMNIFY THE ANCHORAGE SCHOOL DISTRICT AND PREMIER ALASKA TOURS.**

**THE UNDERSIGNED HAVE CAREFULLY READ THE FOREGOING MOUNTAIN LEARNING CENTER AND EQUIPMENT RENTAL WARNING, ASSUMPTION OF RISK, COVENANT NOT TO SUE AND RELEASE/WAIVER OF CERTAIN LEGAL RIGHTS INCLUDING CLAIMS FOR NEGLIGENCE WHEN PARTICIPATING IN MLC LESSONS AND USING RENTED EQUIPMENT, AND INDEMNIFICATION AGREEMENT. THEY UNDERSTAND ITS CONTENTS AND ARE AWARE THAT THEY ARE RELEASING CERTAIN LEGAL RIGHTS FOR THEMSELVES AND ANY STUDENT THAT OTHERWISE WOULD EXIST FOR THE ENTIRE SKI SEASON, UNLESS THIS AGREEMENT IS TERMINATED SOONER, IN WRITING, TO ALYESKA RESORT.**

\_\_\_\_\_  
Signature of Student/Parent/Legal Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian