

KODIAK’S EMERALD ISLAND ECO-CHALLENGE WAIVER FORM

I acknowledge that by signing this document, I am giving up substantial legal rights. I will read this document before I sign it. My initials and signature on this page are binding and meaningful, and represent my considered choice.

Initial: _____

This release is a contract which may not be waived or modified. Each provision is intended to be severable and if any portion of the contract is found to be unenforceable, I intend for the remainder of the contract to apply in full force and effect.

In exchange for the acceptance of my entry in to the Emerald Isle Eco-Challenge event, I hereby freely agree to assume all risks, known and unforeseen, and I agree; on behalf of myself, my successors, heirs, executors, agents, children, administrators assignees and successors in interest of any description; to release, discharge, hold harmless, indemnify, acquit and promise not to sue, the Released Parties described below associated with this event.

I acknowledge that the eco-challenge is an inherently risky, physically challenging, and dangerous sport event, and I fully realize the dangers of participating in such an event. **I hereby assume all risks.** I understand this event is not run on a closed course, and the course is not groomed in any way. I will encounter natural obstacles, road imperfections and numerous other risks. I acknowledge I do not have any special right of way over other persons, vehicles, or watercraft. I acknowledge, by way of example, danger of collision with vehicles, objects, or other participants; road & trail surface hazards such as potholes and slippery surfaces; equipment failure, my own negligence, the negligence of others, weather conditions, and many other inherent risks.

I release, discharge, hold harmless, indemnify, acquit, and promise not to sue all sponsors, co-sponsors and landowners including the following parties from any and all cause of action, suit, costs, charges, claims, demands and liabilities of whatever kind, name or nature in any manner arising out of use, enjoyment, participation or involvement of services or property or any other thing associated with this event: the Bureau of Land Management, Kodiak Borough, Lesnoi-Trillium Joint Venture Inc., Ouzinkie Corporation, Natives of Kodiak, the State of Alaska, The United States, the U.S. Coast Guard, and all appropriated and non-appropriated entities of the U. S. Coast Guard Morale Welfare and Recreation (MWR) Program, as well as the employees, agents, contractors, volunteers and officials of all such parties, hereinafter referred to as “Released Parties” to allow use of, participation in, or involvement with property, equipment, services or facilities utilized in the US Coast Guard MWR sponsored event, Kodiak’s Emerald Island Eco-Challenge. This agreement does hereby forever release, acquit and discharge said Released Parties from any and all cause and property damage, costs, charges, claims, demands and liabilities of whatever kind, name or nature in any manner arising out of use, enjoyment, participation or involvement of said services or property.

This release is intended to cover all injuries, fatal or nonfatal and illness of any kind or nature which may be sustained or suffered from cause whatsoever connected or arising out of by reason of the use, participation in or involvement with the property, personnel, employees agents, services, equipment or facilities or of the Released Parties.

The undersigned has agreed to read and abide by the rules and regulations set forth of the Kodiak Emerald Island Eco-Challenge sponsored by US Coast Guard, MWR Branch.

PROGRAM: Kodiak’s Emerald Island Eco-Challenge, Summer 2009

PROGRAM LOCATION: Kodiak Island.

PARTICIPANT:

Print Name: _____
Signature: _____
Date: _____