



**AUTHORIZATION FORM
PARTICIPANT AGREEMENT, RELEASE OF LIABILITY, AND ACKNOWLEDGMENT OF RISK**

In consideration of the services of the Denali Education Center, a non-profit organization, its agents, owners, officers, directors, volunteers, employees and all other persons or entities associated with it I, _____ (name of minor child's parent or legal guardian) on behalf of _____ (minor child's name), agree and acknowledge as follows:

1. Independent Contractors: The Denali Education Center sometimes recommends and/or employs independent contractors for various services, including transportation, lodging, food services, and recreational activities. The Denali Education Center does not retain control over these contractors and is not liable for their acts or omissions, negligent or willful.

2. Trip Activities and Risks: The activities of the Denali Education Center trip which my child is to participate in entails known and unknown risks that could result in property damage, physical or emotional injury, or death. I understand that certain risks are inherent and cannot be eliminated without jeopardizing the essential qualities of the activity. I understand that the Denali Education Center does not want to frighten me or reduce my enthusiasm, but considers it important for me to know and understand in advance what to expect and to be informed of the activities' risks.

I acknowledge that as part of the trip, my child may: hike; camp; carry a backpack, personal belongings, and/or equipment; cross rivers or creeks; travel by foot on off-trail or uneven terrain; load and unload gear; and come within close proximity to wildlife. These activities and those not specifically stated entail risks including, but not limited to: slipping and falling; falling objects; water hazards; drowning; exhaustion; hypothermia; hyperthermia; prolonged exposure to cold water; heat exhaustion; sunburn; dehydration; intense cold, heat, sun, snow, rain, fog and wind; avalanche; instructor misjudgment; contact with wild animals; negative reaction from air or waterborne bacteria or virus; prolonged delay in ability to obtain medical assistance (due to the remote areas in which the trip operates, evacuation to medical facilities could take 24 hours or longer); communication failures; improper lifting and carrying; breakdown or faulty equipment; transportation failures or delays; and losses due to civil unrest and terrorism.

3. Acknowledgement and Voluntary Assumption of Risk: I am aware that the activities listed above and those not specifically stated entail the risk of property damage or loss, personal or psychological injury, or death. I understand that the description of the above list is not complete, and that other unknown or unanticipated risks may result. I agree to assume responsibility, on behalf of my child, for the risks identified above and for those risks not specifically listed.

4. Ability to Participate and Denial of Participation: My child's participation in this trip is purely voluntary. No one is forcing or requiring him/her to participate and I chose to authorize my child's participation in spite of the known and unknown risks. I certify that my child is physically and mentally capable of participating in the activity and/or using the equipment. I understand that the Denali Education Center reserves the right to deny any person participation before or during the Trip if it determines that person to be mentally, physically, or otherwise unprepared, or if it determines that person poses a potential risk of danger to him/her or others. In these cases the participant will be responsible for all costs associated with removal from the Trip.

5. Disclosure of Information, Medical Attention & Insurance: I have read all information provided by the Denali Education Center concerning the trip, and have completely and accurately filled out all required forms and information on behalf of my child. I certify that I am willing to assume the risk of any physical or mental condition that my child may have. In the event of an accident or illness requiring medical attention,

where I or another parent or legal guardian cannot be reached, I authorize treatment of my child on an emergency basis. I certify that I have adequate insurance to cover any injury, damage, or loss my child may cause or suffer while participating, or else I agree to bear the costs of such injury, damage, or loss myself.

6. Binding Indemnification: I agree to defend, hold harmless and indemnify the Denali Education Center from any claim, liability, loss, damages or expenses resulting or arising from a claim brought by a fellow participant, rescuer, or any other person for loss or damage caused by my child's conduct. I agree to defend, hold harmless and indemnify the Denali Education Center for any and all claims whatsoever brought by or on behalf of the child. In the event that the Denali Education Center or anyone acting on its behalf is required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

7. Mediation, Choice of Law, Venue: Any dispute between the Denali Education Center and me and or my heirs, successors, parents or guardians resulting or arising from this Agreement, the Trip, or any information and/or literature concerning the Trip shall be resolved exclusively in the state of Alaska, city of Fairbanks. Such proceedings will be governed by substantive Alaska law. If I have a legal dispute which cannot be settled through discussions between the parties, I will attempt to settle the dispute first through mediation before a mutually acceptable mediator in the state of Alaska.

8. Severability: If any part of this agreement is deemed unenforceable by a court of competent jurisdiction, all other parts shall be given full force and effect.

9. Release of Liability: **I HAVE READ, UNDERSTAND, AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF MY CHILD. BY SIGNING THIS DOCUMENT, I AGREE AND PROMISE TO ACCEPT AND ASSUME ALL OF THE RISKS OF THE ACTIVITIES IN WHICH MY CHILD IS TO ENGAGE. I AGREE TO RELEASE AND DISCHARGE THE DENALI EDUCATION CENTER FROM ALL CLAIMS, LIABILITIES, AND LOSSES ASSERTED BY OR ON BEHALF OF ME OR MY CHILD ARISING FROM OR RELATED TO MY CHILD'S PARTICIPATION IN DENALI DISCOVERY CAMP. I UNDERSTAND THAT BY SIGNING THIS RELEASE I AM GIVING UP ANY RIGHT TO FILE A LAWSUIT. THIS RELEASE INCLUDES CLAIMS INVOLVING PROPERTY DAMAGE AND CLAIMS FOR PERSONAL INJURY, ILLNESS, OR DEATH CLAIMED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE DENALI EDUCATION CENTER ARISING FROM OR RELATED TO THE RISKS NOTED ABOVE, AND THOSE NOT SPECIFICALLY MENTIONED.**

10. Photographic Release: I understand that the Denali Education Center and National Park Service (NPS) may take photographic or film records of the trip and hereby that the Denali Education Center and NPS may use any such photographic or film records for promotional and/or commercial purposes, as well as approve such use by third parties with whom the Denali Education Center and NPS may engage in joint marketing, without any remuneration to me. If I have agreed as indicated above, I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by the Denali Education Center and NPS.

Please check one: AGREE DO NOT AGREE

Parent or Legal Guardian: _____ Date: _____
(signature)

Print Name: _____

-Please note that a response is needed in point 10 on this form. Thank you!-