

## **Run Alaska Trails Adventure Trips: Waiver and Release Agreement**

In consideration of my participation in a Run Alaska Trails™ runcation and its associated runs, hikes, side excursions, meals and other activities ("Trip Activities"), which are hosted and operated by Run Alaska Trails, LLC, I agree as follows:

I certify that I am able to participate in the Trip Activities as publicized and have not been advised by a medical person that I should not participate, or should limit my participation, in the Trip Activities. I agree that it is my responsibility to inform Run Alaska Trails if my health changes in a manner that might affect my ability to safely participate in any Trip Activities.

I understand there are risks and hazards associated with trail and road running, hiking, and other Trip Activities, including without limitation the following:

1. Routes are of variable length and may involve significant elevation gains/drops, and may continue at altitudes above sea level for a long duration or period of time
2. Trail conditions may include various combinations of dirt, gravel, water, mud, rocks, boulders, tree roots, and limbs and other forest debris, patches of snow, uneven footing, and abrupt changes in terrain
3. Weather and temperatures can be variable, particularly at higher elevations
4. Running shoes and other equipment can fail during a trail or road run
5. We may encounter wildlife, including (but not limited to) bears, moose, and other wild animals, which should be viewed only at a distance and with caution
6. Group activities and travel inherently involve risk of exposure to transmissible disease, including COVID and other viruses
7. Meals while traveling involve inherent risk of exposure to allergens or food borne illness
8. During trail outings as well as adventure side trips and regular travel, we may be out of cell service and only able to communicate in emergency situations through satellite and other devices

I hereby assume all risks, including without limitation those risks identified above and including any illness or injury to my person, by participating in Trip Activities hosted, led, and/or coordinated by Run Alaska Trails and/or its members, managers, employees, contractors, agents and/or volunteers (the "Trip Staff").

Run Alaska Trails may, at its sole discretion, make such changes to planned Trip Activities as it deems necessary to ensure a safe and quality experience. In the unlikely event a run must be canceled due to unsafe conditions, Run Alaska Trails will attempt to adjust other activities to make up for the missed opportunity, as deemed safe and desirable by the Trip Staff.

However, I understand I will not be entitled to any refund as a result of a canceled or altered run or any other Trip Activity.

I will adhere to safety instruction and guidance given to me by Trip Staff and lodging and concession partners throughout the duration of the retreat. I will abide by Trip Staff's direction and requests on the trail to help ensure I have a safe and enjoyable experience during the trip.

I am expected to treat other participants, Trip Staff, and lodging and concession partners with respect and consideration. I will not conduct myself in a manner that is hostile, abusive, or demeaning to Trip Staff or other trip participants or that puts any of them at risk of injury during the trip. I understand if I fail to adhere to these requirements, I may be excused from that Trip Activity and/or the entire trip without refund, and may be denied participation in future events organized by Run Alaska Trails. I further agree not to cause

any property damage to others, including lodging and concession partners, and agree that I will be responsible for the cost of any such damage.

Although I acknowledge there is no obligation for anyone to provide me with medical care during, prior to or after a Trip Activity, if medical treatment is provided to me in connection with a Trip Activity, I hereby consent to such care. I also acknowledge that if I require transport to a medical facility, I must pay for such transportation and any treatment provided. I have been advised to purchase travel insurance, including medical evacuation coverage (such as provided by LifeMed Alaska) to cover the time period I'll spend participating in a Run Alaska Trails trip.

In consideration for being allowed to participate in the Trip Activities, (a) I hereby agree that I, my assigns, heirs, guardians, and legal representatives will not make a claim against, sue, or attach the property of Run Alaska Trails, its affiliates or Trip Staff for injury, illness, damage or death resulting from or in any way relating to my participation in the Trip Activities, and (b) I hereby release Run Alaska Trails, its affiliates, and the Trip Staff from all actions, claims or demands that I, my assigns, heirs, guardians, and legal representatives now have or may hereafter have for injury, illness, damage, or death resulting from or in any way relating to my participation in the Trip Activities. My agreements and releases in this paragraph shall apply even if the injury, illness, damage, or death is allegedly attributable to the negligent acts or omissions of Run Alaska Trails and/or the Trip Staff.

I understand that during a trip I may be photographed and/or videotaped, and unless I have opted out in writing, I authorize and allow Run Alaska Trails and its affiliates to use such images and likenesses for marketing purposes, including on websites or social media or in brochures or other marketing materials (trip participants will not be identified by name or residence).

This Release and Waiver Agreement shall be construed broadly to provide a release and waiver to the maximum extent permitted under Alaska law. If any portion of this Agreement shall be determined by a court to be invalid, the balance shall continue to be in full force and effect. This Agreement shall be governed by the laws of the State of Alaska, and venue for any legal action arising out of or related to this Agreement shall be in Anchorage, Alaska.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS WAIVER AND RELEASE AGREEMENT AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. BY INDICATING "YES" ON THE TRIP REGISTRATION PAGE, I AM WAIVING ANY RIGHT I OR MY HEIRS OR SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST RUN ALASKA TRAILS, ITS AFFILIATES, AND TRIP STAFF.