

Stock Alpine LLC

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RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT STOCK ALPINE LLC

By signing this Release of Liability, Waiver of Claims, Express Assumption of Risk, and Indemnity Agreement (the "Release") I, _____, **AM ULTIMATELY RESPONSIBLE** for my own safety while participating in all Activities and using all related equipment. When used in this Release the term Stock Alpine LLC includes Stock Alpine LLC's officers, directors, agents, owners, members, employees, guides, independent contractors, subcontractors, representatives, volunteers, as well as all other persons or entities acting in any capacity on Stock Alpine LLC's behalf.

1. **EXPRESS ASSUMPTION OF RISK.** I specifically affirm, acknowledge, and understand that participating in backcountry skiing, camping, mountaineering, ice climbing, alpine climbing, rock climbing, rafting, packrafting, backpacking, and related activities, as well as traveling to and from the activities (collectively "the Activities") **INCLUDE SIGNIFICANT RISKS AND HAZARDS AND MAY RESULT IN BODILY INJURY, ILLNESS, PERMANENT DISABILITY, DEATH, OR PROPERTY DAMAGE OR LOSS.** The risks are part of the Activities and cannot be eliminated by Stock Alpine LLC.

I expressly agree and promise to **ACCEPT AND ASSUME ALL INHERENT, KNOWN, UNKNOWN, AND UNANTICIPATED RISKS ASSOCIATED WITH THE ACTIVITIES AND STOCK ALPINE LLC SERVICES, INCLUDING ALL RISKS ASSOCIATED WITH NEGLIGENT ACTS, INCLUDING THOSE OF STOCK ALPINE LLC.** I am participating in the Activities voluntarily with knowledge of the significant and numerous risks and dangers involved including, but not limited to, those listed below. I elect to participate in the Activities in spite of the known, unknown, and unanticipated risks.

THE RISKS AND DANGERS ASSOCIATED WITH THE ACTIVITIES INCLUDE, BUT ARE NOT LIMITED TO:

- A. Permanent disability, injuries, illness, or death incurred during or due to the Activities, natural hazards, or equipment;
- B. Avalanches causing permanent injury, disability, illness, death, or property loss or damage;
- C. Crevasse falls, falls off cliffs, or other falls causing illness, permanent injury or disability, death, or property loss or damage;
- D. Collisions or impacts with obstacles or persons;
- E. My own, Stock Alpine LLC's, or others' equipment failure and/or malfunction due to operator error, poor maintenance, or otherwise;
- F. **MY OWN NEGLIGENCE AND/OR OTHERS' NEGLIGENCE**, including Stock Alpine LLC's or others' who are participating in or near the Activities, as well as Stock Alpine LLC's negligent training or supervision and employee, guide, volunteer, or other's negligence;
- G. Inflammation, strain, tearing, compression, breaking, or damage to muscles, ligaments, tendons, bones, or nerves;
- H. Permanent disability, injuries, illness, or death from impaired judgment, coordination, or other body function due to altitude, including acute mountain sickness and both cerebral and pulmonary edema;
- I. Permanent disability, injuries, illness, or death from exposure to airborne illness, infectious disease, pandemics, or epidemics, or from not paying attention to my or others' actions or surroundings;
- J. Severe injuries to the head, neck, and back that may result in severe physical impairment, pain, or even death;
- K. Dangers of participating in Activities without a helmet and a willingness to do so;
- L. Weapon discharge in or near the Activity area;
- M. Cold weather and heat related injuries, illness, and death, including but not limited to frostnip, frostbite, heat exhaustion, heat stroke, sunburn, hypothermia, and dehydration;
- N. Exposure to natural elements, including but not limited to avalanches, rock fall, ice fall, cornices, crevasses, rivers, river crossings, inclement weather, thunder and lightning, severe and/or varied wind, temperature or weather conditions;
- O. Attack by or encounter with insects, reptiles, and/or animals;
- P. Accidents or illness occurring in places without access to medical facilities;
- Q. Fatigue, chill, and/or dizziness, which may diminish reaction time and increase risk of accident, injury, or death;
- R. My sense of balance, physical coordination, and ability to follow instructions;

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- S. Stock Alpine LLC errors or omissions, including being ignorant of a participant's abilities or failing to give adequate warnings, instructions, or assistance.
- T. Injuries, trauma, or death during the land- or air-transportation portions of the Activities, traveling in vehicles, aircraft, chairlifts, trains, or trams.

I understand the description of these risks is incomplete and that other known, unknown, or unanticipated risks may result in injury, illness, or death.

2. RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY.

- A. **I HEREBY VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS STOCK ALPINE LLC FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, OR DAMAGES, WHICH ARE IN ANY WAY CONNECTED TO MY PARTICIPATION IN THE ACTIVITIES, EQUIPMENT USED IN THE ACTIVITIES, OR STOCK ALPINE LLC SERVICES, INCLUDING ANY CLAIMS WHICH ALLEGE NEGLIGENT OR GROSSLY NEGLIGENT ACTS OR OMISSIONS BY STOCK ALPINE LLC.**
- B. **I AGREE TO RELEASE AND HOLD HARMLESS STOCK ALPINE LLC FROM ANY AND ALL LIABILITY AND RESPONSIBILITY WHATSOEVER AND FOR ANY CLAIMS OR CAUSES OF ACTION THAT I, MY ESTATE, HEIRS, SURVIVORS, EXECUTORS, OR ASSIGNS MAY HAVE FOR INJURY, DISABILITY, PROPERTY DAMAGE, OR WRONGFUL DEATH** arising from the Activities whether caused by active or passive negligence of Stock Alpine LLC or otherwise.
- C. By executing the Release, I agree to hold Stock Alpine LLC harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property and lawsuit that may occur as a result of engaging in the above activities.
- D. By entering into this Release, I am not relying on any oral or written representation or statement made by Stock Alpine LLC, other than what is set forth in this Release.

3. **RELEASE IS BINDING.** This Release is binding to the fullest extent permitted by law. If any provision, or part of a provision, is found to be unenforceable, the remaining provisions will be enforced. I agree that if any portion of this Release is found to be void or unenforceable, the remaining portions shall remain in full force and effect. In the event that I file a lawsuit against Stock Alpine LLC, I agree to do so solely in the state of Alaska, Third Judicial District Anchorage, and I further agree that the substantive law of that state will apply without regard to conflict of law rules.

4. **ACKNOWLEDGEMENT OF RIGHTS WAIVED.** By signing this document, I acknowledge that if anyone is hurt or killed or property is damaged during my participation in Activities, equipment use, or use of Stock Alpine LLC services, **I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST STOCK ALPINE LLC** on the basis of any claim from which I have released them herein.

5. **ELECTRONIC SIGNATURE.** I agree and acknowledge my electronic signature, delivered in any form, constitutes a legally effective and enforceable signature consistent with AS 09.80.010 *et seq.*

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT. I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT AND I AGREE TO BE BOUND BY ITS TERMS.

SIGNATURE OF ADULT PARTICIPANT

DATE

NAME OF ADULT PARTICIPANT (PLEASE PRINT)

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