



12th Annual Yakutat Tern Festival

Brought to you by
The Yakutat Nature Society
June 1st – June 4th, 2023



Waiver & Release of Liability

IN CONSIDERATION OF the risk of injury that exists while participating in THE YAKUTAT TERN FESTIVAL (hereinafter the “Activity”); and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, “Releasor,” “I” or “me”, which terms shall also include Releasor’s parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER & RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge THE YAKUTAT NATURE SOCIETY AND ALL ORGANIZATIONS ASSOCIATED WITH THE IMPLEMENTATION OF THE YAKUTAT TERN FESTIVAL, contacted at PO BOX 203, YAKUTAT, ALASKA 99689, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively “Releasees”), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS’ NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney’s fees and any related costs.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person’s physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of THE YAKUTAT NATURE SOCIETY AND ALL PARTIES ASSOCIATED WITH THE IMPLEMENTATION OF THE YAKUTAT TERN FESTIVAL official or agent, regarding my approval to participate in the Activity.

I FURTHER ACKNOWLEDGE that participation in this Activity involves risk of exposure to COVID-19. I understand that exposure to COVID-19 may result in personal injury, illness, disability, and death. I release THE YAKUTAT NATURE SOCIETY AND ALL PARTIES ASSOCIATED WITH THE IMPLEMENTATION OF THE YAKUTAT TERN FESTIVAL of any and all liability should myself or parties affiliated with me be exposed to or infected by COVID-19 before, during, or after the Activity. **I CERTIFY** that I have not knowingly been in contact with COVID-19, and am not sick or exhibiting any symptoms of COVID-19, including fever, headache, chills, diarrhea, cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, sore throat, loss of taste or smell and general malaise.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER & RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE THE YAKUTAT NATURE SOCIETY AND ALL PARTIES ASSOCIATED WITH THE IMPLEMENTATION OF THE YAKUTAT TERN FESTIVAL AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST THE YAKUTAT NATURE SOCIETY AND ALL PARTIES ASSOCIATED WITH THE IMPLEMENTAION OF THE YAKUTAT TERN FESTIVAL FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of The Yakutat Nature Society and all parties associated with the implementation of the Yakutat Tern Festival, its agents, and employees.

I agree that this Release shall be governed for all purposes by Alaska law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. I and the Yakutat Nature Society and all parties associated with the implementation of the Yakutat Tern Festival agree that this agreements is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact

Contact Relationship

Contact Telephone

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF **18 YEARS OR OLDER**, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

Participant's Name: _____

Participant's Address: _____

Signature: _____ Date: _____

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I **HEREBY CERTIFY** that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: _____

Relationship to Minor: _____

Signature: _____ Date: _____