Reindeer Tours, LLC - Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement

IN CONSIDERATION of **Reindeer Tours, LLC** allowing me to participate in any way in a tour or event or to enter the premises known as the Reindeer Farm, I agree, on my behalf and on behalf of my personal representatives, heirs, successors and assigns, to the following:

- 1. Assumption of Risks. I understand there are unique risks and inherent dangers associated with coming into contact with animals, participating in outdoor activities in capricious weather conditions, variable ground and surface conditions found on a farm and in the outdoors and in using in any manner the facilities, supplies, materials and/or equipment found on the Reindeer Farm. Despite the unique risks and inherent dangers, I freely accept and fully assume any and all risks, dangers and hazards, both known and unknown, that may occur including, but not limited to, personal injury, illness, temporary or permanent disability, disfigurement, death, emotional loss, property damage or loss, whether caused in whole or in part by the negligence or intentional or unintentional conduct of Reindeer Tours, LLC or any of its owners, officers, directors, agents, supervisors, participants, vendors, employees or co-sponsors (collectively hereinafter, the "Company").
- 2. Promise Not to Sue and Release of Liability. I will not sue or otherwise make any claims against the Company for any loss or damage, and any claim or demands on account of injury to myself or property or death arising out of or related to my participation in a Reindeer Tours, LLC tour or event or admission to the Reindeer Farm, whether caused by the negligence of the Company, participant or otherwise. I fully waive, release and discharge the Company from the same.
- 3. **Promise to Indemnify.** I agree to indemnify, defend and hold harmless the Company from and against any and all damages, claims, liabilities, demands, causes of action, judgments, settlements, losses, costs or expenses (including attorneys' fees and medical expenses) arising out of any personal injury, illness, death, property damage or loss to anyone else which occurs as a direct or indirect result of my participation in a Reindeer Tours, LLC tour or event or admission to the Reindeer Farm, or by my actions, or failure to act, during participation and/or admission.
- 4. Compliance with Applicable Laws. I agree to comply with all Reindeer Tours, LLC rules, policies and practices, whether posted or unposted. I also hereby agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Company and is intended to be as broad and inclusive as is permitted by the laws of the State of Alaska. If any portion of this instrument is held to be invalid or unenforceable, it is agreed that the remaining provisions shall continue in full legal force and effect.
- 5. Consent to Medical Treatment/Emergency Contact. I give Reindeer Tours, LLC permission to administer first aid and to arrange for medical care and treatment for me in the event of an accident, injury, illness or emergency. I also give permission for Reindeer Tours, LLC to call 911 and acquire emergency medical treatment and transportation for me. I also understand that Reindeer Tours, LLC does not assume any responsibility to take any of these actions.
- 6. I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I UNDERSTAND THAT BY SIGNING BELOW, I HAVE GIVEN UP SUBSTANTIAL RIGHTS. I HAVE FREELY AND VOLUNTARILY SIGNED THIS RELEASE WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THIS DOCUMENT IS NOT ONLY BINDING ON ME BUT WILL ALSO BE BINDING UPON MY PERSONAL REPRESENTATIVES, EXECUTORS, HEIRS AND NEXT OF KIN.

Signature:	Signature:
Printed Name:	Printed Name:
Date:	Date:
PARENT OR GUARDIAN CONSENT: (If participant is under the age of 18) I am the parent or legal guardian of the participant and I agree that the foregoing agreement shall be binding on me and the minor participant.	
Signature of Parent/Guardian:	Date:
Printed Name:	Minor's Name(s):