



MSSC PARTICIPANT WAIVER

SPORT PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY

CAREFULLY READ, SIGN AND DATE WHERE INDICATED BELOW:

AGREEMENT Please read and be certain you understand the implications of signing. Express Assumption of Risk Associated with Sport, Venue Use and Related Activities.

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with MATSU SKI & SNOWBOARD CLUB INC, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. Inherent hazards and risks include but are not limited to: 1. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that may result in permanent disability and death. 2. Possible equipment failure and/or malfunction or misuse of my own or others' equipment. 3. I AGREE THAT I WILL WEAR APPROVED PROTECTIVE GEAR AS DECREED BY THE GOVERNING BODY OF THE SPORT I AM PARTICIPATING IN. However, protective gear cannot guarantee the participant's safety. I further agree that no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord. 4. Variation and/or steepness of terrain, variation or changes in surfaces including but not limited to snow surfaces, ice, bare spots, rocks, stumps, debris, cliffs, trees, fences, posts, trees, light poles, signs, buildings, roads, walkways, ramps, rails, stairs, pyramids, manual pads, bowls, half-pipes, jumps, padded and non-padded barriers, other persons, and other natural and man-made hazards. 5. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, riding surfaces or other obstacles. 6. Exposure to the elements and temperature extremes may result in frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration. 7. Dangers associated with exposure to natural elements include but are not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and other weather conditions. 8. Accidents or illness occurring in remote places where there are no available medical facilities. 9. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident. 10. Impact or collision with other athletes, spectators, facility employees, pedestrians, motor vehicles, and cyclists. *I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness, or death. Release of Liability, Waiver of Claims and Indemnity Agreement: In consideration for being permitted to participate in the above described activity and related activities, I hereby agree, acknowledge and appreciate that: 1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees. MATSU SKI & SNOWBOARD CLUB, INC 2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of my engaging in the above activities. 3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement. 4. This agreement shall apply to any and all injury, disability, death, or loss or damage to person or property occurring at any time after the execution of this agreement. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable. I have read this release of liability and have read this release of liability and assumption of risk agreement, I fully understand its terms, I understand that I have given up legal rights by signing it, and I sign it freely and voluntarily without any inducements. FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

Date: _____ Printed Name of Parent/Guardian: _____

Signature of Parent/Guardian: _____

Date: _____ Printed Name of Participant: _____

Signature of Participant: _____

Mountain Learning Center and Equipment Rental

Name: _____ Age: _____ Birth Date: _____
Address: _____ City: _____ Zip: _____
Phone: _____ Email: _____

Rentals

Ski _____ Snowboard _____ Shoe Size: _____ Height: _____ Weight: _____
Ability: Beginner: _____ Intermediate: _____ Advanced: _____

Explanation of Ski and Snowboarding Levels:

Beginner Ski Levels: (Lower Mountain)

Level 1 Never skied before
Level 2 Can snowplow, stop & ride the magic carpet
Level 3 Can link wedge turns and ride a beginner chairlift

Intermediate/Advanced Ski Levels: (Upper Mountain)

Level 4 Can link basic parallel turns on blue terrain
Level 5 Can keep skis parallel on all blue terrain
Level 6 Can vary turn shape, intro to bumps and black terrain

Beginner Snowboard Levels: (Lower Mountain)

Level 1 Never boarded before
Level 2 Can sideslip heel & toe, stop, & ride the magic carpet
Level 3 Can link turns, stop & ride a beginner chairlift

Intermediate/Advanced Snowboard Levels: (Upper Mountain)

Level 4 Can vary turn shape, intro to bumps and black terrain
Level 5 Mastered all snow conditions and bumps on black terrain
Level 6 Can ride the entire mountain in all conditions

Note Lower Mountain lesson includes Magic Carpets; Bear Cub Quad & Chair 7, Upper Mountain includes Ted's Express, Glacier Bowl Express & Tram.

Ski & Snowboard Lessons

Adults: Alpine: _____ Snowboarding: _____ Level: _____
Children: Alpine (age 5 & up): _____ Snowboarding (age 8 and up): _____ Level: _____

For purposes of this Agreement and Release, Alyeska Resort, as used herein, shall include Alyeska Ski Resort, LLC and Alyeska Resort Management Company ("ARMCO") and their affiliates, managers, members, directors, agents and employees.

PLEASE READ THE FOLLOWING RELEASE CAREFULLY BEFORE SIGNING

This agreement limits Alyeska Resort's liability regarding rented equipment and participation in lessons. Alyeska Resort offers instruction for alpine skiing, snowboarding and Telemark skiing for all ages and abilities. I am aware that skiing/snowboarding is a hazardous sport that includes certain risks and dangers, including the risk of serious injury or death. In accordance with Alaska Law, I voluntarily accept full responsibility for all risks involved, including risks inherent in skiing/boarding and the ski area/mountain environment. I accept my responsibility to ski/snowboard safely at all times, to abide by the Responsibility Code and to obey all posted behavior notices and any other ski area rules and policies. Any equipment I use while skiing/boarding I use at my own risk. I freely accept and assume all risks of injury or death that may occur while using this equipment including while participating in a lesson.

This Release, as to rental of equipment and participation in lessons, is also binding as to any other persons, including all family members, heirs, and executors. I also understand that all types of mountain recreation are hazardous sports and accept and assume the inherent risks of the mountain recreation including but not limited to: Changing weather conditions; bare sports; variations in snow, ice and terrain along with bumps, moguls, stumps, forest growth and debris and rocks; loose gravel and dirt, uneven terrain; grooming and other types of equipment on slopes; lift towers and other structures and their components; collisions with others and the recreational user's failure to participate within their own individual ability. In using equipment and recreating at the area, such dangers are recognized and accepted whether they

are marked or unmarked. The user of equipment realizes that falls and collisions and other accidents do occur and that serious injury or death may result and, therefore, assumes the burden of being in control at all times.

I accept for use in its "as is" condition, any equipment described in this form and accept full responsibility for its care while it is in my possession. I will be responsible for the replacement at full retail value of any equipment rented under this agreement which is lost, stolen or damaged. Failure to promptly return the rental equipment by the closing time on the date return of the equipment is due may result in criminal prosecution and a full retail charge for the value of the rental equipment. To avoid any additional charges the equipment must be returned in clean condition. I agree to check the equipment before each use and will not use the equipment if any parts are worn, missing or damaged. I am also financially responsible for any loss or damage to the equipment, other than reasonable wear and tear, which results from my use of the equipment.

I understand that the ski-boot binding system which I have rented will not release or retain at all times or under all circumstances, nor is it possible to predict every situation in which it will release or retain.

I understand in the case of snowboard, snowshoe, and Telemark skiing equipment, the boot-binding-system is not designed to release and may or may not release under all circumstances.

In the case of helmet rental, I understand that no helmet can protect the wearer against all foreseeable impacts and injuries to the head and will not protect against neck, cervical, spine or any other bodily injuries.

I understand and agree that the binding systems, helmets, avalanche beacons and accessories are no guarantee of my safety.

I have made no misrepresentations to Alyeska Resort in regard to my height, weight, age, or skier type. If I am signing as a parent or Legal Guardian on behalf of a minor child, I as parent or Legal Guardian consent that under the direct supervision of an adult instructor (over the age of 21 years) of Alyeska Resort, the minor for whom I am signing as a parent or legal guardian may accompany the adult instructor into the Sitzmark Bar & Grill or the Bore Tide Deli Restaurant.

I agree that if any portion of this agreement is held to be invalid, the remaining terms shall continue to be in full force and effect. This agreement shall be binding upon any other persons, including my family members, my heirs, next of kin, executors, administrators, assigns, and representatives.

I hereby release, hold harmless and indemnify Alyeska Resort and any of its employees, agents, members, contractors, officers or owners, from all claims for any injury or damage resulting from my rental of equipment, my participation in lessons, and/ or my travel to and from Alyeska Resort. If I participate in Alyeska Resort's Discover Program I also release, hold harmless and indemnify the Anchorage School District and Premier Alaska Tours.

I, the undersigned, have read, understand and agree to the terms listed in this agreement and understand that this agreement shall be effective for the entire 2017-18 ski season unless sooner terminated by me in writing to Alyeska Resort.

Name (of participant and/ or renter): _____

Signature of Participant and/or Renter: _____ **Date:** _____

Parent/Guardian Name: _____

Signature of Parent or Legal Guardian: _____ **Date:** _____

MSSC SKI AND SNOWBOARD

PROGRAM RULES

GENERAL RULES

- Prescription medications are not allowed on the bus without prior MSSC approval. MSSC must be notified by the parent(s) if a participant carries an emergency use medication (such as an asthma inhaler). If a participant is discovered carrying a prescription medication without prior MSSC knowledge or approval, that participant could possibly be dismissed from the program without refund.
- Be respectful of others and their property. Harassing, bullying, or annoying other participants will not be tolerated.
- Keep your hands to yourself. Holding hands is okay, but nothing beyond that.
- You are responsible for your actions on the bus, in the lodge, and on the mountain. Pick up your own garbage, and keep the bus and restrooms clean.
- Foul language will not be tolerated. Anywhere!
- Smoking (including e-cigarettes), tobacco products of any sort, drugs or alcohol use by students and chaperones is strictly prohibited.
- The Sitzmark restaurant is strictly off limits to all students and chaperones.
- Stay out of ALL areas marked "out of bounds" by Alyeska. Alyeska will ban anyone from the mountain for 1 year if they are caught in an out of bounds area.
- Access to the busses will be prohibited after we unload at Alyeska in the morning. If you leave any gear on the bus, you will not be able to access it until we start loading at the end of the day.
- Chaperones will tell you the name of the bus you are riding. Pay attention to the name of your bus. There will be many busses at Alyeska that look exactly the same. The name is on the front and back of each bus.
- Ski and snowboard locks are highly recommended.
- For safety reasons ALWAYS ski/board with a buddy. Never ski/board on the mountain alone. If you need a buddy, contact a chaperone.
- Do not put your lift ticket next to your cell phone. This may cause your lift ticket to malfunction at the lift gates.
- Alyeska requires helmets for all renters and lesson takers (helmets are included with rental packages). No exceptions. We STRONGLY recommend helmets for all program participants. All chaperones are required to wear a helmet.

- If you are taking a lesson, listen closely for announcements about when and where you should be for your lesson. There will be a designated chaperone that will help you get to your lesson.
- DO NOT BE LATE FOR YOUR LESSON.

BUS RULES AND LOADING

MORNING:

- Busses BEGIN loading promptly at 7:30 am.
- No one can board the busses or load gear until a chaperone is on the bus.
- Be respectful of other's gear when loading your gear on the bus.
- Once you have checked in on the bus, you will not be allowed to leave.
- Busses leave Palmer and Wasilla Carrs promptly at 8:00 am. We will not wait if you are late. We will leave the Trunk Road stop at 8:15 or as soon after as the gear is loaded.

ARRIVING AND DEPARTURE AT ALYESKA:

- A designated chaperone will supervise the unloading and loading of ski and snowboard gear.
- A selected few participants will help unload the bus after it arrives at Alyeska.
- All other participants must remain on the bus and in their seats until the bus is completely unloaded and the lead chaperone is ready to distribute lift tickets.
- No one is allowed off the bus until the lead chaperone authorizes it.
- Lift tickets will be handed to each participant as they exit the bus.
- **STORE YOUR LIFT TICKET IN A SAFE POCKET ON YOUR PERSON - YOU ARE RESPONSIBLE FOR YOUR LIFT TICKET. IF YOU LOSE IT, WE WILL NOT BE REPLACE IT.**
- Busses begin loading to leave Alyeska at 4:30 pm. No one will be allowed on the bus until a chaperone is present and ready to check them in.
- Once you have checked in on the bus, you will not be allowed to leave. Purchase your food and use the restroom before you check in.
- Busses leave Alyeska promptly at 5:00 pm. DO NOT BE LATE! If you are not ON the bus by 5:00 pm, disciplinary action may be enforced.
- It is highly recommended that you contact your parents/ride once we reach the Palmer Hayflats and let them know we will arrive in 10 minutes.

- Participants are not allowed to remain unattended at the designated drop off locations. Please make sure your ride is on time to pick you up.

DAY LODGE RULES

- **All skis and snowboards must remain outside of the day lodge.**
- MSSC will have a few designated tables for storing gear, but you are free to sit anywhere in the day lodge.
- You are responsible for your own gear and personal belongings. Do not leave items like cellphones, wallets, or cash unattended. These items and other valuables should remain on your person at all times.
- Some personal items can be left at the chaperone tables. The day lodge has rental lockers in the day lodge to store your valuable items.
- **CLEAN UP AFTER YOURSELF IN THE DAY LODGE – DO NOT LEAVE TRASH SITTING AROUND.**

INJURIES OR HEALTH ISSUES

- If you injured on the mountain, immediately let ski patrol and the aid station personnel know that you are with the **“MATSU SKI AND SNOWBOARD CLUB”**.
- If you are injured for ANY reason or have a health issue (even a headache) and don't go to Alyeska's Aid Station, you must immediately report your injury or health issue to the on-duty chaperone at MSSC's designated table. This must be done even if you don't think you need medical attention.

BUS MOVIES

- Only G or PG rated movies will be shown on MSSC busses. If you want to bring a movie to share on the bus, it must be rated G or PG.
- Any unrated movie must be reviewed and approved by a lead chaperone before it will be shown on the bus.
- Please be respectful regarding the movies being shown. There is a large variance in ages on our busses and our movies must be appropriate for everyone.

MSSC BUS RIDER RULES

REQUIRED SIGNATURE ACKNOWLEDGMENT FORM

(Must be returned with MSSC Application and Alyeska Liability Release Forms)

IF ANY OF THE ABOVE RULES ARE VIOLATED, MSSC RESERVES THE RIGHT TO WITHHOLD THE PARTICIPANT FROM A BUS TRIP OR REMOVE THE PARTICIPANT FROM THE PROGRAM FOR THE REST OF THE SEASON. REFUNDS WILL NOT BE GIVEN IF DISCIPLINARY ACTIONS MUST BE TAKEN.

Student Name (printed) _____

Student Signature _____

Parent Name (printed) _____

Parent Signature _____

Date _____