



Assumption of Risk and Release of Liability

To be completed by parent or guardian for minor child

Activities at the AEF Culture Camp (“Camp”) include wilderness activities, outdoor adventure, camping, fishing, berry picking and foraging, running, hiking, boating, climbing, games, physical work/volunteering, light construction, landscaping tasks, and similar recreational activities. The activities take place away from public safety, police, fire protection, and medical care. Participants travel to and from activities, by walking, hiking, boating and riding as a passenger in vehicles, including all-terrain vehicles (ATVs).

ACCEPTANCE OF RISK

I agree that Camp activities are recreational in nature. I understand that my child’s participation in Camp activities will expose my child to a variety of inherent dangers that are part of Camp activities and cannot be eliminated without destroying the unique character of Camp. These dangers can include serious physical, emotional or mental injury, disability, and death. **Dangers may be caused by: my child’s negligence, my own negligence if I am present, negligence of AEF, its agents, volunteers, employees, contractors and representatives, and the negligence of other participants or outsiders. Camp activities include the following activities and risks:**

- 1. Volunteer Activity** – Injuries from the use or misuse of basic tools, dropped or flying materials or objects, tripping, stumbling or falling;
- 2. Watercraft** – Rocky beaches or outcroppings, boat collisions, falling overboard, waves, submerged, semi-submerged and overhanging objects, capsizing, swamping, sinking, hypothermia or drowning;
- 3. Wilderness & Weather** – Animal attack, contact with vermin, insect bites, open fire(s), smoke, changing or harsh temperatures, allergens, hypothermia, frostbite, heat stroke, exhaustion and dehydration, unknown terrain and getting lost;
- 4. Acts of Nature** – Forest/tundra fire, ice, falling ice or rocks, crevasses, avalanche, landslide, inclement weather, thunder and lightning, earthquake, flooding, and rough water;
- 5. Games & Sports** – Group activities, archery, riflery, misuse or discharge of weapons, swimming, canoeing, kayaking, ATV use, arts and crafts, hiking, mountain climbing, fishing, rafting, games and sports;
- 6. Remote Location** – limited or inaccessible medical facilities or treatment, inadequate first aid or first responders, lack of medical care for emergency or unexpected conditions including drowning, bleeding, shock, broken bones, infection, allergic reaction; risks of transportation to and from Camp or activities, including but not limited to weather, road conditions, wildlife and driving hazards.

I understand that the Camp is held in a remote and primitive area, and that any emergency aid or medical care may be delayed or nonexistent. In consideration for allowing my child’s participation, **I understand the risks inherent in Camp activities and assume full responsibility for personal injury, accidents, or illnesses (including death) that my child may suffer as a result of Camp participation.** I assume all risks associated with the Camp and transportation and agree to hold AEF and its volunteers, employees, or agents harmless from all liability, causes of action, deaths, claims, or demands of any nature which may arise in connection with my child’s participation, as well as their transportation to, from, and during Camp programs or its activities.



WAIVER OF NEGLIGENCE

I waive any claim for injuries to my child caused by the negligence of any person at Camp. By signing below, I acknowledge that if any injury or death is suffered during my child's participation at Camp, I may be found by a court of law to have waived my and my child's rights to maintain a lawsuit against AEF, its agents, and the landowner, for any claim covered by this waiver/release. I also agree to waive any claims that I might have personally, arising out of the death, disability or injury to my child, that I might otherwise have in the absence of this release. I understand that this waiver does not prospectively waive any claim my child might have against AEF for reckless or intentional misconduct.

I understand that AEF attempts to provide adequate supervision, but there will be times when my child has minimum supervision. **As parent/legal guardian, I have read this Release of Liability and understand its terms.** I understand that Camp participation can involve a range of risks, only some of which are outlined above, and that AEF does not warrant that injuries, illness, death or accident will be prevented, or that COVID-19 contagion will be avoided. It is my intent to release all liability, not just the liabilities arising from the risks identified. This release and assumptions of risk are made by me, for my child, my heirs and my estate, and all members of our family.

In return for my child's attendance at the Camp, **I agree to indemnify and hold harmless AEF** and its employees, volunteers, or agents, from and against any losses, costs, damages, expenses, including attorney's fees, arising out of or resulting from claims or suits, brought by or on behalf of anyone, for any injury to my child, including death, whether such injuries occur on or off Camp property or for any damage to my child's property occurring during the course of my child's participation at the Camp, alleged or claimed to have been caused in whole or in part, directly or indirectly, by any act or omission of any of AEF employee, volunteers, or agents.

I agree to advise my child that wearing an approved USCG personal flotation device for waterborne activities is required. I agree to advise my child to follow instructions, to observe safety precautions, and to follow Camp rules, policies, and applicable law. I will remind my child that accidents in the wilderness can have very serious consequences. Because of the dangers involved, I understand the importance of following instructions, including use of safety belts, staying seated as a passenger, and not distracting drivers. **In signing this form, I certify my understanding of the risks being waived and agree to instruct my child to follow all instructions given by Camp volunteers, employees, or agents to my child.**

ALASKA LAW AND COURTS

I agree that any dispute concerning this release or my child's activities with the Camp must take place in the state courts for Alaska at Utqiagvik.

TREATMENT AUTHORIZATION

I verify and certify that the medical information provided about my child is correct and complete. I understand that failure to disclose full and accurate medical information may result in program dismissal. I hereby give permission to AEF, including its agents, volunteers, employees, contractors, and representatives, to provide routine health care, medical treatment, and to administer prescribed medications and seek emergency medical treatment, including related transportation, ordering X-rays or routine tests, such as a COVID-19 test. In the event I cannot be reached in an emergency, I authorize the physician selected by AEF to secure and administer treatment, including hospitalization for my child. I also authorize the treating physician to release pertinent medical information to AEF staff, including for insurance purposes. I affirm that I have appropriate insurance, or, in its absence, I agree to directly pay all costs of rescue and or medical services as



may be incurred on my child's behalf. I certify that my child has no medical, physical, or mental limitations that could interfere with their safety in Camp activities, or that I willingly assume and will bear the costs or damages arising out of any risks that may be created, directly or indirectly, by any such limitation.

IMAGE RELEASE

I consent to the use, publication, and display, by or on behalf of AEF, of any photograph, video or digital image and any reproduction thereof in which my child or I may be portrayed or identified. AEF may use, publish, broadcast, and display such photographs, videos, digital images, or reproductions thereof, in whole or in part, for any business purpose in their individual discretion, including media coverage of Camp activities. I waive all claims for any compensation or damages related to such use.

I AFFIRM MY CHILD IS PHYSICALLY ABLE TO INDEPENDENTLY PARTICIPATE IN THE ABOVE-DESCRIBED ACTIVITIES. I UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS ASSUMPTION/RELEASE/WAIVER. THIS AGREEMENT IS BINDING ON ME, MY CHILD, AND MY SUCCESSORS AND ASSIGNS. I UNDERSTAND THAT THIS RELEASE WAIVES AND RELEASES MY CHILD'S PROSPECTIVE CLAIM(S) FOR NEGLIGENCE AGAINST AEF.

Child / Participant's Name _____

Parent or Guardian Signature _____ Date _____

