

Tsalteshi Trails Association Release

I, intending to be legally bound hereby for myself, my heirs, executors and administrators, waive and release, discharge and covenant not to sue the Kenai Peninsula Borough its assembly, employees, agents, boards and commissions (releasee) and the Tsalteshi Trails Association, and its Board of Directors, officers, volunteers, any sponsors advertisers (releasee) for any liability associated with property damage, personal injury or death sustained on the Tsalteshi Trail System, or in any events sponsored by the Tsalteshi Trails Association.

Furthermore, I understand that Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,

I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releasees or others, and assume full responsibility for my participation.

I release the releasees from all liability and responsibility, whatsoever, for any claim or cause of action that I, my estate, heirs, executors or assigns may have for personal injury, property damage or wrongful death arising from activities whether caused by the active or passive negligence of the releasees or otherwise.

By executing this document I agree to indemnify and hold harmless the releasees from all liability, loss, and damage, including costs and attorney fees, which they may suffer as a result of my involvement in activities.

By agreeing to this document, I am not relying on any oral or written representations or statements made by releasees, other than what is set forth in the Agreement. I further agree that this document shall be governed by and interpreted in accordance with the laws of the State of Alaska, United States of America.

I hereby grant my irrevocable permission to the Tsalteshi Trails Association and its authorized agent to use my name and any photographs, videotapes, motion pictures or any record of participation in this even for any purpose. I am fully aware of the legal consequences of agreeing to this document and do so as my free and voluntary act.

I understand that if any clause of this document is invalid the remaining clauses are severable and remain in full force and effect.

I hereby declare that I am of legal age and competent to execute this Agreement or if not that my parent or legal guardian shall agree on my behalf, and that my guardian or parent is in complete understanding and concurrence with the Agreement.

By agreeing to this waiver, I agree:

I will wear a mask when on the leach field or participating in skiing with my student(s).

My student(s) will wear a mask/buff to participate in skiing

I will e-mail TTYSP if my student(s) tests positive for Covid