

Release of Liability, Waiver, or Claims and Indemnity Agreement

In consideration for being permitted to participate in guided aurora tours, I hereby agree and acknowledge 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 persons or entities, herein referred to as the releasees: Aurora Black Truck Tours.
2. To release the releasees, their officers, directors, employees, representatives, agents, volunteers, and vessels 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 engaging in guided aurora tours.
3. I agree that if I suffer any injury or illness, the releasees or its staff can, in accordance with their level of training and certification, provide first aid or at their cost, arrange any medical treatment and emergency evaluation as it or they deem necessary for my health and safety.
4. I agree to a model release and grant the releasees to a worldwide, royalty-free license to use my photographic, video, or digital likeness solely for promotional or educational purposes.
5. This Aurora Tour Liability Waiver supersedes any other agreements or representations by or between the parties and is governed by the laws of the State of Alaska and is intended to be interpreted as broadly as possible. I agree that exclusive jurisdiction and venue for any legal action shall be in the Alaska Court System, whether Superior or District Court, or the United States District Court for the District of Alaska.
6. This release shall be binding to the fullest extent permitted by law. If any provision of this release is to be found unenforceable, the remaining terms shall be enforceable.
7. By entering into this Agreement, I am not relying on any oral, written, or visual representation or statement made by the releasees, other than what is set forth in this Agreement.

I have read this release of liability and assumption of risk agreement and I fully understand its terms, I sign it freely and voluntarily without any inducement.

_____ Date: _____