

# 2024 DiRtBaG\* Clean-up Week

*\*Discount Rates that Benefit all Genders*

**April 22-26, 3:30-5:30 and April 27rd, 11:00-2:00**

@ Bishops Beach

I, \_\_\_\_\_, give permission for my child to participate in DiRtBaG Clean-Up Week.

I understand that Clean-Up Week participants will be riding in volunteers' vehicles, walking along roads and other potentially dangerous areas, and collecting potentially hazardous trash.

I agree not to sue HoWL, Inc or the Center for Alaskan Coastal Studies, or any person or organization affiliated with HoWL, Inc. or the Center for Alaskan Coastal Studies, with respect to any and all claims, liabilities, suits or expenses (including attorney's fees and costs) for any injury, damage, death or loss, in any way connected with my child's participation in these activities.

I understand that by signing this document, I, and anyone acting on my behalf surrender to the fullest extent of the law, our respective rights to make a claim against HoWL, Inc. or the Center for Alaskan Coastal Studies as a result of injury, damage, death, or any other loss suffered by me.

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## **RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNIFICATION, AND ARBITRATION AGREEMENT**

**Notice** – By signing this document you may be waiving certain legal rights, including the right to sue.

### **Release and Waiver of Claims; Indemnification Agreement**

In consideration of being allowed to use the facilities and participate in programs and events ("Programs") at HoWL, the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against HoWL, Inc., or the Center For Alaskan Coastal Studies arising out of the Participant's participation in the Programs or the use of any equipment provided by HoWL Inc, or the Center For Alaskan Coastal Studies ("Equipment"). The Participant and his/her Parents or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of HoWL, Inc, the Center For Alaskan Coastal Studies, or either organization's owners, affiliates, operators, employees, volunteers, agents, and officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct;
- 2) **TO ASSUME ALL RISKS** of participating in the Programs and using the Equipment, even those caused by the **negligent** acts or conduct of HoWL Inc, and the Center For Alaskan Coastal Studies, or either organization's owners, affiliates, operators, employees, agents, and officers. The Participant and his/her Parents or legal guardian(s) understand that there are inherent risks of participating in the Programs and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
- 3) **TO RELEASE** HoWL, Inc. and Center For Alaskan Coastal Studies, and each organization's owners, affiliates, operators, employees, volunteers, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Programs and use of the Equipment, including while receiving instruction and/or training; and

- 4) **TO INDEMNIFY** HoWL, Inc. and Center For Alaskan Coastal Studies, and both organizations' owners, affiliates, operators, employees, volunteers, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in Programs and use of the Equipment.

### **Arbitration**

The Participant, and the Participant's parent(s) or legal guardian(s), if Participant is a minor, hereby agrees to submit any dispute arising from participation in the Programs to binding arbitration. Submission shall be unlimited. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. The neutral arbitrator shall be an officer or director of any entity that operates a youth wilderness expedition business in the United States. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, utilizing the selection criteria for the neutral as set forth above. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in the county and state in which the Programs occurred and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. As a threshold matter, the Panel shall confirm whether the Waiver and Release contained in this Agreement are enforceable under applicable law.

### **Photography/Videography Release**

Participant hereby grants to HoWL, Inc. and the Center for Alaskan Coastal Studies, their representatives, and employees the right to take photographs and video of Participant in connection with Participant's participation in the Programs. Participant hereby authorizes HoWL, Inc, and the Center for Alaskan Coastal Studies to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that HoWL, Inc, and the Center for Alaskan Coastal Studies may use such photographs and video of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by HoWL, Inc. or Center for Alaskan Coastal Studies and its counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Parents or Guardians must sign if the Participant is UNDER 18.

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Parent/Guardian Printed Name

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Parent/Guardian Signature

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Phone Number/Email

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Date