



## **2023 IDITAROD TRAIL COMMITTEE** **GENERAL RELEASE AND HOLD HARMLESS**



**THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. YOU SHOULD READ IT CAREFULLY BEFORE SIGNING IT. YOU MAY CONSIDER CONSULTING WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT.**

IN CONSIDERATION of receiving permission from the Iditarod Trail Committee ("ITC") to participate as a volunteer, guest, Idita-Rider or in any other capacity in the Iditarod Trail Sled Dog Race ("Race"), the receipt of such permission being hereby acknowledged, the undersigned, for him/herself, his/her marital community and estate, heirs, executors, administrators, insurers, sureties, successors, trustees and assigns, and each of them, past, present and future (collectively the "undersigned"), hereby waives, releases, agrees not to sue and holds harmless the ITC, its officers, directors, employees, agents, volunteers (including volunteer pilots), contributors, sponsors, trustees, insurers, sureties, attorneys, successors and assigns, as well as all race participants, their officers, directors, employees, agents, volunteers, contributors, sponsors, trustees, insurers, sureties, attorneys, successors and assigns, and each of them (collectively the "ITC"), of and from any and all liability, claims, demands, actions and causes of action whatsoever, or every kind and nature, whether arising out of contract, tort, statute or otherwise, in law or in equity, including all claims for carelessness, negligence (passive and active), recklessness and strict liability, and all manner of damages or recovery whatsoever, including compensatory, consequential, special, liquidated and punitive damages, loss of consortium, penalties, costs, expenses and attorneys' fees, arising out of or related in any manner whatsoever to any loss or injury, including death, that may be sustained by the undersigned, or any property of the undersigned, relating in any manner whatsoever to the Race and the undersigned's participation therein, including preliminary and postliminary activities, excepting only those risks and hazards which are covered by liability insurance obtained by ITC and which are within the policy limits of such insurance.

THE UNDERSIGNED being duly aware of the risks and hazards inherent upon participating in any capacity in the Race, hereby elects to voluntarily participate, knowing that it may be a hazardous and dangerous activity. The undersigned acknowledges and agrees that this agreement covers any and all risks and hazards arising out of or related in any way whatsoever to his/her participation in the Race, including but not limited to, those associated conditions and travel in remote wilderness locations and under adverse or inclement Alaskan winter weather conditions, flights in small general aviation aircraft, and limited access to medical and rescue facilities. The undersigned hereby voluntarily assumes all risks of loss, damage or injury, including death, that may be sustained by the undersigned, or any property of the undersigned, related to the Race and the undersigned's participation therein, including those which may result from the negligence, carelessness or fault of the ITC or other participants, excepting only those covered by insurance obtained by ITC and which are within the policy limits of such insurance.

THE UNDERSIGNED agrees to indemnify, defend and hold the ITC harmless from and against any and all claims arising out of or related to acts or omissions of the undersigned and the undersigned's employees, volunteers and agents, and from any and all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

THE UNDERSIGNED hereby gives the ITC, its licensees, agents, and assigns, permission to capture, create, store, transmit, publish, disclose, display, broadcast, reproduce, distribute and otherwise use, and to allow others to do the same, for any purpose whatsoever and without charge, any and all images, audio recordings, or illustrations of the participant, or information about the participant (which may include the undersigned's name, biographical information, and activities in connection with the Race), including but not limited to films, videotapes, photographs, negatives, prints, recordings, digital files and data, and all reproductions in any form, in any media whatsoever now known or hereinafter devised, and all derivative works based on any of the foregoing, relating to his/her participation in the Race. The undersigned agrees that the consideration cited herein is full and adequate consideration for all usage described herein, and he/she will not hold the ITC, its licensees, agents, or assigns liable for any such usage or pursue claims, damages, expenses, or demands, whether in contract or tort or otherwise, arising out of or relating in any way to such usage, including without limitation any and all claims based on rights of publicity, rights or invasions of privacy, defamation, contract or quasi-contract, or copyright. The undersigned is aware that such usage is not limited to but may include commercial use or promotional efforts undertaken by the ITC and/or its licensees, agents, or assigns. The undersigned understands that the images, audio recordings, illustrations and information may be provided to and used and published by journalists throughout the world, in any medium whatsoever.

THE UNDERSIGNED agrees to comply with and to be bound by the terms and conditions of the Iditarod Trail International Sled Dog Race Official Rules and Policies, which are incorporated herein by reference, to the extent they may apply to him/her.

THE UNDERSIGNED agrees that the interpretation and enforcement of this agreement shall be governed by the laws of the State of Alaska, that this agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Alaska, that it should be construed according to the fair intent of the language as a whole and not for or against either party, and that if any portion of this agreement is held invalid, that the balance shall continue in full legal force and effect. The undersigned further agrees that any and all proceedings arising out of or relating in any manner whatsoever to this Agreement shall be exclusively conducted in the state or federal courts located in the Third Judicial District, State of Alaska and hereby consents to the jurisdiction of those courts for said purposes. The prevailing party in any such proceeding shall be entitled to an award of its reasonable attorney fees and expenses incurred in connection with the litigation.

THE UNDERSIGNED acknowledges that he/she has had ample opportunity to review this agreement and to consult with his/her attorney, that he/she is executing this agreement without any coercion, duress or compulsion whatsoever and is competent to do so, that this agreement is binding upon the undersigned's marital community, estate, heirs, executors, administrators, insurers, sureties, successors, trustees and assigns, and each of them in its entirety.

THE UNDERSIGNED also acknowledges that the terms and conditions of this agreement have been completely read, understood and reflected upon without haste, constitute the entire agreement between the parties concerning the subject matter, and are voluntarily accepted and entered into for the purposes set forth herein.

**IMPORTANT NOTE: BY SIGNING THIS AGREEMENT THE UNDERSIGNED IS RELEASING ALL CLAIMS HE OR SHE MIGHT HAVE IN THE FUTURE RELATING TO PARTICIPATION IN THE RACE AS A VOLUNTEER, GUEST, IDITARIDER OR IN ANY OTHER CAPACITY, EVEN THOSE FOR DAMAGES AND INJURIES WHICH MAY BE CAUSED BY THE SOLE NEGLIGENCE, CARELESSNESS OR FAULT OF THE ITC AND RELATED PERSONS.**

Name (Printed): \_\_\_\_\_ ITC Member? \_\_\_\_ yes \_\_\_\_ no

Signature: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/2023  
- Signature must be that of parent or guardian if under 18 -

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ Cell (\_\_\_\_) \_\_\_\_\_ email \_\_\_\_\_

Name of Emergency Contact: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

**IMPORTANT: Before you can continue with the application process, you must declare our acceptance of the terms outlined in the Release Form. If your application is accepted, you will be required to sign the Release Form before or while checking in at the Lakefront Anchorage Hotel for assignments.**

**PLEASE NOTE: \*Volunteers are not permitted to be taking photographs or video while on volunteer shifts. Going live on Facebook in restricted areas is not permitted under any circumstances due to copyright and media policy. I agree to the terms of the Release Form.**