

Tustumena 200 Sled Dog Race Association

PARTICIPANT 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 Tustumena 200 Sled Dog Race Association (T-200) to enter and participate in the Tustumena 200 Dog Race ("Race") as a driver, musher, owner, attendant or in any other capacity, the receipt of such permission being hereby acknowledged, the undersigned, for him/herself, his/her marital community and estate, heirs, executors, administrators, successors, trustees and assigns, and each of them (collectively the "undersigned"), hereby waives, releases, agrees not to sue and holds harmless the "T-200", its officers, directors, employees, agents, volunteers (including volunteer pilots), contributors, sponsors, trustees, insurers, sureties, successors and assigns, and each of them, as well as all other race participants, their officers, directors, employees, agents, volunteers, contributors, sponsors, trustees, insurers, sureties, successors and assigns, and each of them (collectively the "T-200"), of and from any and all liability, claims, demands, actions and causes of action whatsoever, of every kind and nature, whether arising out contract, tort, statute or otherwise, in law or in equity, including all claims for negligence (passive and active), carelessness, recklessness and strict liability, compensatory, special, liquidated and punitive damages, 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 post-race activities.

THE UNDERSIGNED being duly aware of the risks and hazards inherent upon entering and participating in the Race, hereby elects to voluntarily enter the Race, knowing that it may be a hazardous and dangerous activity. 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 "T-200" or other participants.

THE UNDERSIGNED agrees to indemnify, defend and hold the "T-200" harmless from and against any and all claims arising out of or related to acts or omissions of the undersigned and the undersigned's dogs, handlers, 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 "T-200" permission to collect and use information and illustrations (which may include the undersigned's name, photograph, biographical information, and likeness) relating to his/her participation in the Race. The undersigned agrees that he/she does not expect to be compensated for any such usage, nor will he/she hold the "T-200" liable for any such usage. The undersigned is aware that such usage is not limited to but may include promotional efforts undertaken by the "T-200" and/or its licensees, agents, or assigns. The undersigned understands that the information and illustrations may be provided to print, radio, and television journalists.

THE UNDERSIGNED agrees to comply with and to be bound by the terms and conditions

of the Tustumena 200 Sled Dog Race Official Rules and Policies, which are incorporated herein.

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, 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 UNDERSIGNED acknowledges that he/she has had an 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, 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 THE RACE, EVEN THOSE FOR DAMAGES AND INJURIES WHICH MAY BE CAUSED BY THE SOLE NEGLIGENCE, CARELESSNESS OR FAULT OF THE "T-200" AND RELATED PERSONS.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand and seal this ____ day of _____, 20__.

Participant signature _____

STATE OF ALASKA (or other state) THIRD JUDICIAL DISTRICT

On this ____ day of _____, before me, a Notary Public in and for the State of Alaska or State of _____, personally appeared _____, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that s/he has thoroughly read this agreement and signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public in and for the State of Alaska. (or other state)

My commission expires: _____