

Running Reindeer Ranch Visitor Release of All Liability And Photographic Release

1. Running Reindeer Ranch is a small Fairbanks business. We offer our clients a unique and educational experience. Walking with reindeer involves a gentle hillside walk with a small herd of reindeer through an Alaskan boreal forest. Yoga with reindeer, staying on our property or other activities on our property may also bring you in close contact with our large antlered friends and other critters wild and domestic. We truly enjoy our visitors, location, and reindeer, however, being a small business, liability is a concern.
2. Most of the risks are those that Alaskans in the area ordinarily undertake when engaging in mild outdoor activities in a wooded area with other people. The reindeer are domestic and delightful but carry their own perils. Alaska law shifts much of the risk of engaging in livestock activities to the participant.¹ Even so, our lawyer says we must have a full release of liability.
3. We ask that you understand our need for this release, **seriously consider its effect and warnings**, and agree to its terms. If you feel you cannot agree, you may not participate. If you do participate in Ranch activities after failing to endorse this document, you will be assumed to have agreed to its terms.
4. **By participating, I intend to release the Ranch from all liability, including death, injury, illness, property loss or damage, (hereinafter “damage”) to the fullest extent allowed by law, which I may incur while engaged in Ranch activities or on Ranch premises. This release is intended to include inherent risks and acts of negligence. By participating, I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own health and safety.**
5. For the purpose of this agreement, “Ranch” includes the business entity “Running Reindeer Ranch,” “Reindeer Haus,” “Reindeer LLC,” any predecessor or successor entity, those entities’ owners, operators, employees, and volunteers, and the owners and operators of any land utilized by the Ranch. “Domestic animal” includes livestock. Any food or drink offered is complimentary.
6. This release includes the risk of contracting infectious diseases such as Covid 19.
7. ANY litigation involving the Ranch must be brought in the courts of the State of Alaska.
8. Nothing in this document intends to diminish or abrogate any rights or defenses the Ranch is otherwise entitled to.
9. This document does not release the Ranch from intentional misconduct.
10. The reindeer may run, chase each other, shy, and frolic as well as stroll and graze. They may move suddenly and startle you. They may have antlers. By law in Alaska, livestock, including reindeer, horses, cattle and guinea pigs, involve an “inherent risk” which may include, but is not limited to, “the unpredictability of livestock’s reaction to sound, sudden movement, and unfamiliar objects or persons, or other animals.”
11. The ground is uneven, and may be slippery, icy, muddy or dusty. Insects, sharp sticks, branches, thorned vegetation, various trip hazards, humps and holes are present.
12. The climate can be extreme. Temperatures range from -60F in the winter to +90F in the summer. **It is your responsibility to dress appropriately.**
13. Wild and domestic animals may be in the area including, but not limited to, dogs, chickens, ptarmigan, ravens, eagles, song birds, fox, porcupine, squirrels, voles, moose, wolves, bear and of course, our reindeer. While bear, wolf, and moose encounters are very unlikely, moose and bear can be aggressive and dangerous. Annoyed porcupines may quill you if you are within reach. Squirrels may scold you mercilessly. Some wild and domesticated animals can carry rabies. Mosquitos, wasps, flies, and bees are common in the summer. **These are real risks rural Alaskans keep in mind, as should you.**
14. Specific risks include, but are not limited to damage caused by: freezing, hypothermia, heatstroke, infectious diseases, tripping; colliding; falling; slipping; impacting the ground (including rocks, mud, branches, sharp sticks,

¹ AS 09.65.145

stumps and brambles), fences, buildings, or trees; insect or animal bites or scratches; attacks, infections, or accidents related to or caused by other people, domestic or wild animals; allergies to vegetation, animals, insects, or food; or food poisoning. You may be surprised by the presence or actions of wild or domestic animals, which could cause you to trip, slip, fall, or otherwise be harmed directly or indirectly by an animal (including a human).

15. The Ranch seeks to safely create a healthy, educational, and welcoming experience but is not infallible. For instance, but not as a limitation, the Ranch may: fail to adequately gage a participant's competence, appropriateness of dress, state of health, physical or linguistic abilities, or fatigue level; be caught unawares by an overlooked or unknown circumstance; fail to give adequate warnings or instructions in an appropriate manner; fail to adequately inspect, maintain, or make available equipment such as ice cleats, hiking sticks, masks, or cookies, or may not adequately control or anticipate the actions of people, domestic or wild animals.
16. **I affirm that I have read and understand the terms above and their serious nature. I understand the intent of this document is to provide a full release to the Ranch. I affirm that I am over 18 years of age and am in all ways legally competent to give this release. I understand the terms herein are binding and not a mere recital.**
17. **Therefore, I voluntarily release, forever discharge, and agree to indemnify and hold harmless the Ranch from any and all claims, demands, or causes of action accruing to me, which are in any way connected with my participation in Ranch activities or my use of or interaction with, the Ranch's equipment, livestock, facilities, and other visitors, including any such claims which allege negligent acts or omissions of the Ranch.**

We do appreciate your understanding in providing this release.

18. **PHOTOGRAPHIC RELEASE** I also grant Reindeer LLC permission to use my likeness in photographs, video, or other digital media in its advertising, including web-based publications, Facebook, and brochures. I waive any right to inspect or approve the finished product in which my likeness appears as well as any right to compensation.

A separate agreement is required for each participant.

Parent or legal guardian for minor participants (under age 18) must sign agreements for self **and** on behalf the minor.

PARTICIPANT: _____
PRINT FULL NAME AGE (if under 18)

PARENT/GUARDIAN OF MINOR PARTICIPANT (if under 18): _____
PRINT FULL NAME OF PARENT/GUARDIAN

Participant Signature Date

Parent or Guardian Signature (if participant is under 18) Date