



## WAIVER AND HOLD HARMLESS AGREEMENT

WHEREAS, \_\_\_\_\_ is the owner in fee simple of the following described real property:

Lot \_\_\_\_\_ ( \_\_\_\_\_ ), Block \_\_\_\_\_ ( \_\_\_\_\_ ),

\_\_\_\_\_ according to the official plat thereof, filed under Plat No. \_\_\_\_\_ in the records of the Anchorage Recording District, Third Judicial District, State of Alaska;

and,

WHEREAS, \_\_\_\_\_ (hereinafter referred to as "Seller") and \_\_\_\_\_ (hereinafter referred to as "Buyer") have entered into a purchase and sales agreement and desire to accomplish the conveyance of the above-described real property; and,

WHEREAS, the Municipality of Anchorage has commissioned and had prepared a report entitled "Anchorage Snow Avalanche Zoning Analysis", which report was prepared in September, 1982, by Arthur I. Mears, P.E., Inc. and access to a copy of which report has been provided to Buyer; and,

WHEREAS, the above-described real property is or may be located within an area designated as a hazard zone, which hazard zone is susceptible to increased personal and property risks due to avalanches; and

WHEREAS, Buyer is aware of the increased risks of habitation in an avalanche hazard zone and has taken note of the advisability of insuring against such risks, and,

WHEREAS, Buyer is aware that the Municipality of Anchorage and/or other governmental entities may impose additional land use controls and building restrictions upon lands within areas designated as hazard zones;

NOW, THEREFORE, in consideration of the conveyance of the fee simple interest in the above-described real property and other good and valuable consideration, receipt of which is hereby acknowledged, Buyer has waived, released, discharged, agreed to indemnify, hold harmless and defend, and by these presents does, for itself, and for its heirs, executors, administrators, successors in interest and assigns, waive, release, acquit and forever discharge, and agree to indemnify, hold harmless and defend \_\_\_\_\_, and its licensees, employees, partners, successors in interest, and assigns from any and all actions, causes of action, claims and demands (whether brought by Buyer or third parties) for personal injury (including, but not limited to, wrongful death), property damage (including, but not limited to, physical destruction of the property and the improvements thereon or diminution in property value arising from actions by any governmental entity regarding land use or building restrictions), and any other thing whatsoever on account of or in any way growing out of the occurrence of avalanches or the risk of the occurrences of avalanches on or near the above-described real property.

Buyer covenants and agrees that he will not, either by himself or in concert with others, or by virtue of any judicial or other proceedings of any kind whatsoever, make or cause to be made, acquiesce in or assist in the bringing of any action against \_\_\_\_\_ or any of its licensees, employees, or partners and that it was not at any bargaining disadvantage with respect to the execution hereof.

Buyer agrees that it is his intention that this Waiver and Hold Harmless Agreement will absolutely limit all liability for the persons and business entities herein released in indemnified.

Buyer represents that the execution of this Waiver and Hold Harmless Agreement was not secured in haste at the instigation of \_\_\_\_\_ or any of its licensees, employees, or partners and that it was not at any bargaining disadvantage with respect to the execution hereof.



Buyer acknowledges that the execution of this Waiver and Hold Harmless Agreement is a material element in the transaction regarding the conveyance of the above-described real property.

Buyer represents that he understands the nature of the risk of the occurrence of avalanches and the injuries or damages likely to be caused thereby and the nature of the risk of the imposition of land use controls and building restrictions in avalanche hazard zones, and hereby agrees to assume those risks.

Buyer acknowledges that he has read the foregoing Waiver and Hold Harmless Agreement, knows the contents thereof, and acknowledges that it has signed his name as his own free act.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

### READ BEFORE SIGNING

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared \_\_\_\_\_, known to me and to me known to be the individual named in and who executed the foregoing instrument and he/she acknowledged to me that he/she signed the same freely and voluntarily, for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

NOTARY PUBLIC - STATE OF ALASKA  
My Commission Expires: \_\_\_\_\_

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared \_\_\_\_\_, known to me and to me known to be the individual named in and who executed the foregoing instrument and he/she acknowledged to me that he/she signed the same freely and voluntarily, for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

NOTARY PUBLIC - STATE OF ALASKA  
My Commission Expires: \_\_\_\_\_

AFTER RECORDING, PLEASE RETURN TO: