



## LIABILITY WAIVER & PARKING AGREEMENT

This Liability Waiver and Parking Agreement ("Agreement") is made, and entered into as of each date of Customer check-in, between Alaska Park Airport Valet Parking ("Alaska Park") and customer ("Customer"). By parking their vehicle ("Vehicle") on these Alaska Park premises ("Premises"), Customer acknowledges and agrees to the following terms:

### 1. Parking Services Provided

- a. Customer's Vehicle is accepted for parking only. Customer agrees to pay Alaska Park the amounts posted on date of Customer check-in as the current daily, weekly, monthly, or corporate Alaska Park rates, as designated by dates of Customer check-in and check-out ("Storage Period").
- b. Alaska Park shall not provide insurance for Vehicles stored at the Premises.

### 2. Personal Injury

- a. Customer agrees to abide by any and all specific rules, policies, and requests made by Alaska Park for Customer's safety or the safety of others. Customer understands that in the event of accident or injury, personal judgment may be required by Alaska Park, its agents, or its employees regarding what actions should be taken on their behalf. Nevertheless, Customer acknowledges that Alaska Park may not legally owe them a duty to take any action on their behalf. By parking on the Premises, Customer (and on behalf of anyone that could legally stand in their place or otherwise have standing to file a claim based on damage or injury to their property or person) agrees to release, indemnify, and hold harmless Alaska Park (and past present, and/or future employees, agents, attorneys, insurers, representatives, designees, and assignees, along with all other persons or entities acting in any capacity on behalf of Alaska Park) from any and all liability, demands, or causes of action which are in any way connected with Customer's parking on the Premises.
- b. Customer expressly agrees and promises to accept and assume all of the risks existing in the use of the Premises. Customer represents that they are physically and mentally capable of parking on the Premises. Customer agrees that as a customer, **THEY ARE ULTIMATELY RESPONSIBLE FOR THEIR OWN SAFETY.** Customer certifies that they have adequate insurance to cover any injury or damage they may cause or suffer while on the Premises, or else they agree to bear the costs of such injury or damage. Customer further certifies that they are willing to assume the risk of any medical or physical condition they may have. Should Alaska Park or anyone acting on its or their behalf be required to incur attorney's fees and costs to enforce this waiver and release agreement, Customer agrees to indemnify and hold them harmless for all such actual fees and costs.

- c. Customer acknowledges and agrees to assume the risks involved in parking on the Premises, including, but not limited to, accidents, fires, floods, earthquakes, malfunctions, release of hazardous chemicals, and equipment or operator failure. While parking on the Premises, certain conduct or actions by others, including other customers, Alaska Park employees and agents, or other third parties, may cause damage to the Customer, Vehicle, Premises, property, or another customer. Customer agrees and assumes all responsibility for all risks pertaining to their vehicle, any damage they inflict on the Premises, persons, property, or other vehicles on the Premises, as a condition of parking on the Premises, including those that may result in bodily or emotional injury, broken bones, paralysis, heart attacks, permanent disability, illness, death, and property damage or loss.
- d. By parking their Vehicle on the Premises, Customer agrees to release, indemnify, and hold harmless Alaska Park and or its agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on behalf of Alaska Park.
- e. Customer understands that Alaska Park reserves the right to exclude my Vehicle from Parking at the Premises.

### 3. Personal Property

- a. Alaska Park strongly advises that Customers do not leave valuables inside their Vehicle.
- b. Customer agrees to release, indemnify, and hold harmless Alaska Park (and its parent, subsidiaries, associates, directors, principals, officers, employees, attorneys, agents, insurers, predecessors-in-interest, successors, and/or assigns) from any and all liability, demands, or causes of action regarding damage, harm, theft, or loss to any personal property inside Customer's Vehicle. Such personal property includes, but is not limited to, electronics, cash, medicine, jewelry, tools, documents, or sports equipment. Customer expressly agrees that this Release is intended to be as broad and inclusive as permitted by state law.
- c. Customer warrants and represents that no firearms will be left within their Vehicle parked at the Premises. In the event of any breach of this warranty, Customer agrees to defend, indemnify, and hold harmless Alaska Park (and its parent, subsidiaries, associates, directors, principals, officers, employees, attorneys, agents, insurers, predecessors-in-interest, successors, and/or assigns) from any and all claims, demands, or causes of action related to Customer's personal property.

### 4. Reporting Damage or Loss

- a. Customer agrees to inspect their Vehicle upon return and immediately report any Vehicle damage to Alaska Park.
- b. Customer agrees to release, indemnify, and hold harmless Alaska Park (and its parent, subsidiaries, associates, directors, principals, officers, employees, attorneys, agents, insurers, predecessors-in-interest, successors, and/or assigns) from any and all liability, demands, or causes of action regarding damage inside or outside of Customer's Vehicle if such damage is not reported within 24 hours of Customer's receipt of Vehicle.

## 5. Liability for Employee Actions

- a. Alaska Park may, at its sole discretion, provide compensation for a loss it reasonably believes was caused by the sole negligence or intentional misconduct of an Alaska Park LLC employee. Each claim will be evaluated on a case-by-case basis, and compensation will be limited to reasonable and necessary costs, in Alaska Park's discretion.
- b. In providing compensation, Alaska Park reserves the right to:
  - i. Select the repair facility used for Vehicle repairs, working with reputable local shops to ensure quality work and fair pricing.
  - ii. Approve and coordinate transportation arrangements, which may include a rental vehicle.
  - iii. Coverage of alternative transportation (such as taxis, rideshares, or extended rentals, excluding the costs as set forth in Section 5(c)), unless it has been pre-approved in writing by an authorized representative of Alaska Park, and is reasonable and necessary based on the situation, in Alaska Park's sole discretion.
- c. Compensation will not exceed the fair market value of the repair and/or temporary transportation as determined by industry standards. Alaska Park shall not reimburse Customer or otherwise pay for any optional rental company charges (such as fuel costs, insurance, deposit waivers, or upgrades).

## 6. Vehicle Release and Unclaimed Vehicles

- a. Vehicles will only be released upon presentation of the original claim check or valid photo identification matching the Vehicle registration.
- b. Vehicles may only be left on the Premises during the agreed-upon Storage Period. Customers are not authorized to leave their Vehicle on Alaska Park's property following this Storage Period. If Customer's Vehicle is not picked up by the agreed date and no contact is made to extend this Agreement, it shall be considered overdue, and Alaska Park shall assess a fee of \$25.00 per day.
- c. Alaska Park reserves all rights under AMC 9.54.020 to tow vehicles parked on the Premises without Customer authorization. Towing, impound, and storage will be conducted in accordance with Anchorage Municipal Code and Alaska Statutes. Alaska Park further reserves the right, pursuant to AS 34.35.220, to sell at public auction any vehicles left on the Premises without Alaska Park's prior written authorization. Alaska Park additionally reserves the right to refer to collections any unpaid charges including parking, towing, impound fees, administrative costs, and actual legal fees and costs.

## 7. Agreement Enforcement

This Agreement shall be governed by the laws of the State of Alaska without reference to choice of law principles. Any disputes shall be filed in the Superior Court of the State of

Alaska, Third Judicial District at Anchorage. In the event either party takes action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover actual attorney fees and costs.

The parties further agree that in the event any clause or provision of this Agreement is held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining clauses or provisions of this Release, which shall continue to be enforceable. Further, a waiver of a right under this Release by Alaska Park does not prevent the exercise of any other right.

This Agreement contains the entire agreement between the parties with regard to the matters set forth herein. The parties expressly acknowledge that they rely on no other representations of any sort, oral or written, that are not explicitly set forth within this Agreement.

**By leaving your Vehicle, you acknowledge and accept these terms.**

**If you have questions or need assistance, please contact our front desk or call (907) 222-4002.**