

ALPINE RELEASE & WAIVER OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNITY AGREEMENT ("Agreement")

For the "Annual "Ski Season-Policy Year

Date: _____

In consideration of myself OR my child participating in the snow ski related activities, and/or other activities, offered by (alpine ski school / club(org) Elk Mountain Ski Club. ("Activities")

I represent that I do, on behalf of myself OR my child **understand** the nature of these Activities, and that **I am** and my child are **qualified**, are in good health, and in proper physical condition **to participate** in such Activities. I acknowledge on behalf of myself OR my child that **if I OR my child believe** event/Activity **conditions are** unsafe we will immediately discontinue in the Activities.

It is fully **understood that these activities involve inherent risks and dangers** of serious bodily injury, including permanent disability, paralysis and/or death, **which may be caused** by my OR my child's own actions or inactions, or **those of others** participating in the Activities, **the conditions** in which the Activities take place, or the negligence of the "releasees" named below, and there may be other risks either not known to me OR my child, or not readily foreseeable at this time; and **I OR my child fully accept and assume all such risks and all responsibility** for losses, costs and damages **I OR my child might incur** as a result of my OR my child's participation in the Activities.

I hereby agree for myself and for my child to release, discharge, indemnify and covenant not to sue

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it's respective administrators, directors, agents, officers, volunteers, and employees, any sponsors, advertisers, and, if applicable, owners and lessors of the premises on which the Activities take place (each considered one of the "Releasees" herein), and release and discharge them from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations; and **I further agree** that if, despite this release, waiver of liability, and assumption of risk, that I, or anyone on my behalf OR on behalf of my child, makes a claim against any of the Releasees. **I will indemnify, save and hold harmless** each of the Releasees from any loss, liability, damage, or cost which may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, **and understand** that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature, **and intend it to be** a complete and unconditional release of all liability to the greatest extent allowed by law, and agree that if any portion of this agreement/release agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

(printed names of participants)

(Address)

Signature of participant OR Parent/Legal Guardian

Date

Phone

(if participant /skier is a Minor child)