

## **Elk Mountain Ski Club**

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

For the "Annual" Ski Season-Policy Year 2020 -2021

**By clicking and accepting the box for this waiver and release of liability and by completing the on-line registration process, you agree on behalf of those registered, yourself, your successors, heirs, assigns, executors and administrators as follows:**

In consideration of myself including as parent/guardian and/or my child participating in the alpine skiing and related activities, and/or other activities ("Activities"), sponsored or offered by the Elk Mountain Ski Club, ("Activities") I represent that I do, on behalf of myself including as parent/guardian and/or my child **understand** the nature of these Activities, and that **I am** and/or my child are **qualified**, are in good health, and in proper physical condition **to participate** in such Activities. I acknowledge on behalf of myself including as parent/guardian and/or my child that **if I OR my child believe event/Activity conditions are unsafe I/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 including as parent/guardian and/or for my child to release, discharge, indemnify and covenant not to sue** the Elk Mountain Ski Club, its respective administrators, directors, agents, officers, volunteers, coaches, 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.

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

## **ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT**

In consideration of myself including as parent/guardian and/or my child participating in Activities I acknowledge, appreciate, and agree that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk to me and others with whom I make come into contact, of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE Releasees or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest Elk Mountain Ski Club official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS RELEASEES, WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

## **FOR PARENTS/GUARDIANS REGISTERING PARTICIPANTS OF MINORITY AGE**

This is to certify that I, as the parent/guardian with legal responsibility for the participant, do consent and agree to his/her release as provided above, for those registered, myself, my heirs, assigns and next of kin, I release and agree to indemnify and hold harmless The Releasees from any and all liabilities, incident to the participants involvement or participation in the Half Marathon, even if arising from the negligence of Releasees to the fullest extent provided by law.