Action Ski and Snowboard Club WAIVER

ACTIVITY:_____DATE(s) OF ACTIVITY:_____

SPORT and EVENT PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

Please read and be certain you understand the implications of signing. Express Assumption of Risk Associated with Sport, Venue Use and Related Activities.

I, (Names are on Table Below) do hereby affirm and acknowledge that I am fully informed of the inherent hazards and risks associated with snow and water sports, hiking, camping, bus travel, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. **Inherent hazards and risks include but are not limited to**:

1. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that may result in permanent disability and death.
2. Possible equipment failure and/or malfunction or misuse of my own or others' equipment.
3. I AGREE THAT I WILL WEAR APPROVED PROTECTIVE GEAR AS DECREED BY THE GOVERNING BODY OF THE SPORT I AM PARTICIPATING IN. However, protective gear cannot guarantee the participant's safety. I further agree that no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord.
4. Variation and/or steepness of terrain, variation or changes in surfaces including but not limited to snow surfaces, ice, bare spots, rocks, stumps, debris, cliffs, trees, fences, posts, trees, light poles, signs, buildings, roads, walkways, ramps, rails, stairs, pyramids, manual pads, bowls, half-pipes, jumps, padded and non-padded barriers, other persons, and other natural and man-made hazards.
5. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, riding surfaces or other obstacles.
6. Exposure to the elements and temperature extremes may result if frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration or other severe injury.
7. Dangers associated with exposure to natural elements include but are not limited to avalanche, rock fall, inclement weather, thunder and lighting, severe and or varied wind, temperature and other weather conditions.
8. Accidents or illness occurring in remote places where there are no available medical facilities.
9. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
10. Impact or collision with other athletes, spectators, facility employees, pedestrians, motor vehicles, and cyclists.

***I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness, or death**.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration for being permitted to participate in the above described activity(ies) and related activities**,** I hereby agree, acknowledge and appreciate that:

1. **I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH,** or loss or damage to person or property, **WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE,** the following named persons or entities, herein referred to as releases **The Action Ski & Snowboard Club Executive Board and Board of Directors**.
2. To release the releases, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releases or otherwise. By executing this document, I agree to hold the releases harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of my engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releases, other than what is set forth in this Agreement.
4. This agreement shall apply to any and all injury, disability, death, or loss or damage to person or property occurring at any time after the execution of this agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

CODE OF CONDUCT: Action members shall maintain high standards of moral and ethical conduct, which includes but not limited to self-control and responsible behavior, consideration for the physical and emotional well-being of others, courtesy, and good manners. It's important for Action members to follow a code of conduct with all members and non-members because they are representing not only themselves, but also Action Ski & Snowboard Club. Therefore, I recognize and understand that any infraction of the Code of Conduct as stated in the Action Ski Club bylaws may cause up to expulsion from Action Ski and Snow Board Club and responsibility for any monetary liability incurred by the club.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND CODE OF CONDUCT AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Printed Participant Name	Participant Signature	Date	Emergency Contact Name	Emergency Contact Phone #