

**READ CAREFULLY BEFORE SIGNING ON PAGE 2**

**THIS IS A LEGAL DOCUMENT IN WHICH YOU RELEASE AND COVENANT (AGREE) NOT TO SUE THE TRENTON SKI CLUB AND ALL PERSONS ASSOCIATED WITH ITS ACTIVITIES.**

I, \_\_\_\_\_, a member, applicant for membership, or guest in the  
(Print Your Name)

Trenton Ski Club (the 'Club'), have had explained to me and do understand the following facts concerning the Club:

- 1) The Club is a voluntary, not-for-profit organization.
- 2) The Club conducts various activities throughout the entire year including, but not limited to, ski trips, biking, canoeing, rafting, racing, volleyball, other sporting events, social gatherings, meetings, etc.
- 3) Many of the events that the Club conducts involve sporting and athletic activities in which there is a great likelihood that injury may ensue, property may be damaged, and other undesirable outcomes may occur for which an injured or damaged individual might ordinarily seek remuneration, relief, or damages in court.
- 4) The members of the Club who plan and carry out the various activities of the Club all serve without pay or compensation, or, at the very most, for nominal remuneration far below what their time, effort, and inconvenience would ordinarily justify.
- 5) The financial realities of organizing and running the Club together with its sports, social, and other activities are such that it cannot exist unless it has members willing to serve and take the responsibility, difficulty, and imposition of planning, directing, and running the various activities of the Club. Without such participation by the membership, the dues structure of the Club and the costs of the activities that it runs will substantially increase, to a point where few could afford to partake of activities in which the Club engages (and thus will ultimately result in the dissolution of the Club.)
- 6) The officers, directors, and members of the Club have no insurance from the Club for liability that they may incur by reason of Club activities, since such insurance is expensive and would increase the dues and costs of activities.
- 7) It is up to the participant or member to secure adequate insurance for each Club event if he or she desires to do so. Trip insurance is advisable but is solely the responsibility of the participant or member to obtain and is not routinely included in the general cost of Club events.
- 8) The Club reserves the right to cancel or postpone any activity, event, or trip if balances of payment are not received by the indicated due dates. This could apply to the entire activity, event, or trip, or just to an individual's participation in it. All quoted prices and rates are subject to change should conditions necessitate, as are any and all arrangements set forth as part of any Club activity, event, or trip.

9) **FORCE MAJEURE** – Each activity, event, or trip planned by the Club is subject to acts of God, war, government regulation, disaster, civil disorder, or other emergency outside of the Club’s control that make it illegal, inadvisable, or impossible for the Club to fulfill its obligations. The Club and its vendors can accept no responsibility for loss, inconvenience, or expense due to sickness, weather, strike, quarantine, delay or change in conveyance, accommodation, or other services, or any other causes. All such losses or expenses will be borne by the participants or members. The Club reserves the right to decline or retain any participant or member of any Club activity, event, or trip, or to cancel or alter any activity, event, or trip if the circumstances require.

With the above in mind, and in consideration and exchange for services rendered and to be rendered by the Club, the undersigned -- for myself and for my heirs, executors, administrators, and assigns -- releases and forever discharges the Trenton Ski Club and any officer, director, trip leader, coordinator, and any member acting on behalf of the Club concerning any and all actions, causes of action, suits, proceedings, debts, or demands that I now have or may hereafter have against the aforementioned by reason of damage, loss, injury, or suffering to my property or person on account of any happening, event, accident, or injury arising by reason of negligence, even though such negligence be careless and reckless; and the undersigned as well agrees that

I will never institute any suit or action at law, equity, or otherwise against the aforementioned, nor prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss, inconvenience, or injury to either person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, that I ever had, now have, or which I or my heirs, executors, or administrators hereafter can or may have for, on, or by reason of any matter, cause, or thing whatsoever arising from or by reason of the functions and activities of the Club.

By signing this agreement the undersigned is aware and agrees that should any personal injury, loss, inconvenience, or damage of any nature, kind, or description arise by reason of any Club activity or function, regardless of the nature of such function or the location where the activity is conducted, the sole recourse that the undersigned has against the Club and any of its members is limited to injury or property damage which results from **wrongful conduct which is intentional** (but not from conduct that is negligent or even so negligent as to be careless or reckless).

It is further agreed and understood that the undersigned agrees that this release and covenant not to sue shall be construed pursuant to the laws of the State of New Jersey. Any suit instituted against the Club or any of its members by reason of any Club function or activity shall be filed only in the Superior Court of New Jersey, Mercer County, State of New Jersey.

It is further agreed and understood that this release and covenant shall continue in force now and into the future and pertains to all club activities of any nature, kind, or description from the date of its execution until revoked in writing by letter addressed and sent by certified mail to the then secretary or president of the Club.

In witness, whereof, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**SIGNED** \_\_\_\_\_  
(Signature)

**WITNESS** \_\_\_\_\_  
(Signature)

**READ CAREFULLY BEFORE SIGNING**