

**DON DIEGO SKI CLUB EVENT WAIVER AND RELEASE AGREEMENT**

**EVENT AND DATE:** \_\_\_\_\_

**ASSUMPTION OF RISK**

I am aware that participation in the "Event" listed above, has, in addition to the usual risks, dangers and hazards associated with travel, alpine skiing and snowboarding, certain additional risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; exposed rock, earth, ice, trees or other natural objects; the condition of snow or ice on or beneath the skiing surface; changes or variations in the skiing surface or subsurface, including changes due to man-made or artificial snow, streams, creeks, glaciers and exposed holes in the snowpack above streams, creeks or glaciers; impact or collision with natural objects or ski lift towers, snow making equipment, snow grooming equipment or other structures, objects or equipment used in conjunction with skiing, snowboarding or ski racing; impact or collision with other skiers or spectators; avalanches; the failure to ski or snowboard safely or within one's own ability or within designated areas; negligence of other skiers and negligence on the part of the organizations or their staff. I am aware that the risks, dangers and hazards referred to above exist throughout the ski area and that many are unmarked. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS, RESULTING THEREFROM.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration for my being permitted to participate in the "Event" listed above, I hereby agree to the following:

- To waive any and all rights and claims for damages I have or may have in the future against the Don Diego Ski Club, a non-profit corporation, and/or any of its Officers, Directors, Members; Transportation Providers and/or any of its Officers, Directors; and their Representatives (hereinafter collectively referred to as the "Releasees");
- To release the Releasees from any and all liability for any loss, damage, injury or expenses (including reasonable attorney's fees) that I may suffer or that my next of kin may suffer as a result of my participation in the "Event" listed above, due to any cause whatsoever, including negligence of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property, breach of contract, or breach of any statutory or other duty of care except claims based upon willful or intentional misconduct;
- To hold harmless and indemnify the Releasees from any and all liability for any property damage or personal injury to any third party, resulting from my participation in the "Event" listed above.
- This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assignees and representatives in the event of my death or incapacity.
- If any part of this contract is determined to be unenforceable for any reason, it is intended that all other terms will be enforced in all other circumstances.

I AM OF THE FULL AGE OF 18 YEARS AND I HAVE CAREFULLY READ AND CLEARLY UNDERSTAND THIS RELEASE OF LIABILITY PRIOR TO SIGNING IT. I AM AWARE THAT BY SIGNING THIS RELEASE OF LIABILITY I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNEES MAY HAVE AGAINST THE RELEASEES. I VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT. IF UNDER THE AGE OF 18, PARENT OR GUARDIAN MUST SIGN.

PARTICIPANT: \_\_\_\_\_ DATE \_\_\_\_\_  
(PARENT/GUARDIAN) (PLEASE PRINT NAME CLEARLY)

SIGNATURE: \_\_\_\_\_

IN CASE OF EMERGENCY CONTACT:

NAME: \_\_\_\_\_ PHONE NO. \_\_\_\_\_

This agreement must be completed, dated and signed by the participant before the participant will be permitted to take part in this "Event".