

SECTION 31

Guest Release and Waiver

Guest Release and Waiver of Liability/Assumption of Risk and Indemnity Agreement

The following procedure is to be followed when an individual Guest and/or Day Member participates in an Out of Control Ski Club day trip.

1. Complete a Guest Release and Waiver of Liability/Assumption of Risk Indemnity Agreement form for EACH individual who is a guest and/or day member.(see page 31-2 for a copy).
2. Retain completed copies and file with trip report.
3. In the event of any incident complete an OC Ski Club Incident Report. (see Section 9 of the OC Policy and Procedure Manual for instructions and copy of form)

Revised: 5-8-06

SECTION 31

Guest Release and Waiver

Out of Control Ski Club

Guest Release and Waiver of Liability/Assumption of Risk and Indemnity Agreement

In consideration of myself or my child participating in the activity offered by the Out of Control Ski Club, I represent that I or my child understand the nature of this activity and that I or my child are qualified, in good health, and in proper physical condition to participate in such activity. I acknowledge on behalf of myself or my child that if I or my child believe conditions are unsafe, we will immediately discontinue participation in the activity. It is fully understood that this activity involves risks 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, those of others participating in the activity, the conditions in which the activity takes place or the negligence of the "RELEASEES" named below and that there may be other risks that I or my child might incur as a result of my or my child's participation, or risks 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 activity.

I hereby release, discharge and covenant not to sue the Out of Control Ski Club, its administrators, directors, agents, officers, volunteers, and any sponsors, advertisers and, if applicable, owners and leasers of the premises on which the activity takes place (each considered one of the "RELEASEES" herein), and release and discharge them from all liability claims, demands, losses, or damages on my or my child's account, caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including a negligent rescue operation, 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 a 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, both my rights and those of my child, by signing it freely and without 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. I further agree that if any portion of this Release and Waiver of Liability/Assumption of Risk and Indemnity Agreement is held to be invalid, the balance shall continue in full force and effect.

Printed Name of Participant: _____

Address: _____

Signature of Participant or Parent/Guardian – if Participant is a minor child

Date: _____

AM phone: _____

PM Phone: _____

PLEASE PRINT ONE (1) FORM PER GUEST/DAY MEMBER