

# Long Beach Ski Club Inc.

**PLEASE READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING**

## **RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

I \_\_\_\_\_ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated when participating in Long Beach Ski Club Activities, including travel to and from designations. I fully acknowledge and understand that these risks can lead to severe injury and even loss of life. I further understand that:

1. Participation may include possible exposure to and illness from infectious diseases, epidemic or pandemic, including but not limited to: MRSA, Influenzas and COVID-19.
2. Risk of injury from participating in 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.
3. Possible equipment failure and/or malfunction or misuse of my own or others' equipment.
4. *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. Failure to wear a helmet may result in denial of any claim(s) against the Long Beach Ski Club Inc. and its insurance provider.
5. If participating in Winter Activities: 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.
6. 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.
7. Exposure to the elements and temperature extremes may result in frostnip, frostbite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
8. 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.

### **IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN LONG BEACH SKI CLUB ACTIVITIES, I HEREBY AGREE AS FOLLOWS:**

9. I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness, or death. Nevertheless, I knowingly wish to proceed and I freely accept and expressly assume all risk, dangers and hazards that may arise from such activities which could result in personal injury, loss of life and property damage to me.
10. To waive and release any and all claims based upon negligence, active or passive with the exception of intentional, wanton or willful misconduct that I may have in the future against Long Beach Ski Club Inc., 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 Club activities whether caused by active or passive negligence of the Long Beach Ski Club Inc. or otherwise.

11. By executing this document, I agree to hold Long Beach Ski Club Inc. 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 Club activities.

12. By entering into this Release/Agreement, I am not relying on any oral or written representation or statements made by the Long Beach Ski Club Inc., other than what is set forth in this Release/Agreement. I further agree that this Release/Agreement shall be governed by and interpreted in accordance with the laws of the State of California, United States of America.

13. If any provision, section, subsection, clause or phrase of this release is found to be unenforceable or invalid, that portion shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable portion had never been contained in this document.

***I HAVE READ THIS RELEASE OF LIABILITY, I FULLY UNDERSTAND IT, AND I VOLUNTARILY AGREE TO BE BOUND BY IT, KNOWINGLY GIVING UP SUBSTANTIAL RIGHTS.*** I hereby declare that I am of legal age and am competent to sign this Release/Agreement.

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

***IF UNDER THE AGE OF EIGHTEEN:***

As the parent or guardian of the participating minor/ward, I fully explained to the minor/ward all the information contained in this Release/Agreement, and that said minor/ward, has indicated to me that he/she understood the contents of this Release/Agreement.

Signature of Parent or Guardian of the participating minor/ward, and by their signature they, on my behalf, release all claims that both they and I have. \_\_\_\_\_ Date \_\_\_\_\_