

**Release and Waiver of Liability
For Chagrin Valley Ski Club Members and Guests**

Assumption of Risk and Indemnity Agreement

In consideration of being permitted to participate in sponsored activities of the Chagrin Valley Ski Club; herein referred to as "CVSC," I, for myself, my personal representatives, assigns, heirs, and next of kin do attest:

1. *I ACKNOWLEDGE AND AGREE THAT I DO UNDERSTAND THE NATURE OF ACTIVITIES AND MODES OF TRANSPORTATION.*

I understand the nature of Activities that might include but are not restricted to skiing, hiking, biking, kayaking; and might be conducted on but not restricted to ski slopes, hiking trails, bike trails, waterways, public roads, and facilities open to the public; herein referred to as "Activities." I understand the nature of transportation that might be contracted by CVSC to and from such Activities and might include but is not restricted to transportation by bus, air and train; herein referred to as "Transportation."

2. *I DECLARE THAT I AM QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN THE AFOREMENTIONED ACTIVITIES AND MODES OF TRANSPORTATION.*

3. *I FULLY UNDERSTAND THAT PARTICIPATION MAY INVOLVE RISKS.*

I fully understand that participation in Activities and Transportation may involve risks and dangers that include but are not restricted to serious bodily injury including permanent disability, paralysis, exposure to bacteria, viruses, Covid-19 and other communicable diseases, and death; herein referred to as "Risks." I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation, and will take any precautions I can from knowingly exposing others to communicable diseases.

4. *I ASSUME ALL RESPONSIBILITY FOR RISKS AND FOR LOSSES, COSTS, AND DAMAGES THAT I MAY INCUR THAT CAN ARISE AS A RESULT OF MY WILLING PARTICIPATION IN CVSC ACTIVITIES.*

I assume responsibility for Risks and understand that these Risks may be caused by my own actions or inactions, the actions or inactions of others participating in Activities or Transportation, or the conditions in which Activities or Transportation take place. I understand that for CVSC sponsored Activities that include Transportation, CVSC is an independent contractor acting as the participants' agent. I will not hold responsible CVSC and its respective administrators, agents, directors, employees, officers, members, and volunteers, or other participants; herein referred to as "Releases" for any Risks associated with participation in Activities or for any bodily harm or loss and/or damages to personal baggage or belongings associated with Transportation. I understand that there may be other risks and social or economic losses either not known to me or not readily foreseeable at this time and for which I assume all responsibility.

5. *I HEREBY COVENANT NOT TO SUE CVSC AND RELEASEES, AND TO EXEMPT THEM FROM ALL LIABILITY.*

I hereby covenant not to sue CVSC and Releasees and to exempt them from all liability for any expenses incurred as a result of a CVSC sponsored activity. Expenses can include but are not limited to: attorney's fees; reasonable investigative and discovery costs; court costs; medical fees for treatment of personal injury or disability; damage or loss of baggage or property; and all other economic losses or sums; herein referred to as "EXPENSES." If, despite my agreement to this Waiver of Liability, anyone makes a claim on my behalf, I will nonetheless indemnify and hold harmless CVSC and Releasees from any Expenses.

6. EMAIL POLICY

Participants in CVSC sponsored activities acknowledge that their email addresses will be used by CVSC to communicate information about activities, club events, news, and the like, extending beyond the specific activity in which a person might participate. Any recipient of email from CVSC can ask to unsubscribe from email at any time.

7. PHOTO RELEASE

I grant CVSC and its members the right to take photographs of me and my property in connection with CVSC activities. I authorize CVSC and its representatives to copyright, use and publish the same in print and/or electronic format. I agree such photographs, with or without identifying information such as my name, may be used for any lawful purposes such as publicity, illustration, advertising, and Web content. I waive any claim for damages or loss of privacy and consent to lawful use of any photographs. If you prefer that your photo not be used, please make a request to the event organizer or trip leader, and an effort will be made to accommodate your request.

FOR ALL PARTICIPANTS

I understand the terms of this agreement and that I am giving up substantial rights by signing it. I have signed this agreement voluntarily without inducement of any nature. I intend this agreement to be a complete and unconditional release of all liability of CVSC to the greatest extent allowed by law and if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

THE PARTICIPATING MINOR MUST ALSO SIGN THE AGREEMENT

A minor's signature indicates the minor has been informed of the Assumption of Risk and Indemnity Agreement by a responsible adult, understands the Agreement, and willingly agrees to the terms of this waiver of liability.

ACTIVITY & DATES

This agreement covers the entire membership year that includes the signature date, from June 1 to May 31 of the next year, including all ski trips, biking, hiking, kayaking and social events during that year.

I WILLINGLY AGREE TO THE TERMS OF THIS ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

If your membership level covers family members, please have all members sign this form, including minors. An adult signing this form is responsible to explain this waiver to any minors signing this form. If accepting this waiver as part of an electronic membership renewal or event registration, its terms will cover all participating family members.

Date _____ *Name* _____ *Signature* _____

Date _____ *Name* _____ *Signature* _____

Date _____ *Name* _____ *Signature* _____

Date _____ *Name* _____ *Signature* _____