

Wailers Ski Club

Waiver & Release of Liability

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WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

READ BEFORE SIGNING

In consideration of being allowed to participate in any way in the **South Bay Wailers, Inc. (aka Wailers Ski Club)** programs, related events and activities, I _____ (*print name of participant*), the Undersigned, acknowledge, appreciate, and agree that:

- 1.) The risk of injury from the many of the programs, related events and activities is significant, including the potential for permanent paralysis and death, and while particular skills, rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- 2.) I KNOWINGLY AND FREELY ASSUME ALL RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others and assume full responsibility for my participation; and,
- 3.) I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
- 4.) I understand that alcohol may be served or made available at the programs, related events and activities. I take full and unconditional responsibility for my own actions and alcohol consumption; and,
- 5.) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS **South Bay Wailers, Inc.**, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the programs, related events and activities ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY COERCION.

X _____
(Participant's Signature)

(Date Signed)

X _____
(Witness Signature)

(Date Signed)