

## Desert Ski and Snowboard Club Inc. — Waiver Form

LAST NAME:

FIRST NAME:

MI:

ADDRESS:

TELEPHONE:

Home ☐ Work ☐ Mobile ☐

EMAIL:

THIS AGREEMENT REQUIRES YOU TO WAIVE IMPORTANT LEGAL RIGHTS. READ IT CAREFULLY BEFORE SIGNING. YOUR SIGNATURE BELOW INDICATES THAT YOU UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT.

The Desert Ski and Snowboard Club, Inc. ("Ski Club") sponsors outdoor recreation activities for its members that may include skiing, biking, hiking, whitewater rafting and other outdoor activities. By signing this Membership Application I acknowledge that these activities may be dangerous and involve inherent risks that the Ski Club cannot control, including risks that I may or may not be aware of, that can cause significant physical injury and/or death, and/or property damage. I agree to assume these risks when I participate in activities sponsored by the Ski Club.

In consideration for participating in one or more Ski Club activities, I agree to waive any legal claim I may have against the Ski Club and its officers, directors or agents as a result of my membership or my participation in a Ski Club activity. I agree to release the Ski Club and its officers, directors or agents from any legal liability that may be caused by the Ski Club's conduct, including conduct that is negligent. I also promise not to sue the Ski Club or its officers, directors or agents if I become injured as a result of participating in a Ski Club activity and I promise to indemnify (i.e. pay all legal costs, damages and attorney fees) the Ski Club and its officers, directors or agents for any legal action that arises from my own conduct or that is brought against the Ski Club on my behalf.

I understand that Ski Club activities are not led by professional guides. The Ski Club's activity leader/coordinator, at his or her discretion, may ask me to leave an activity if my behavior is deemed dangerous to myself or others. I understand that any costs incurred as a result will be my responsibility. I acknowledge and agree that this waiver of liability, release of claims and promise not to sue and promise to indemnify is binding on my heirs and representatives. If any term of this waiver or the application thereof to any specific circumstance, is found invalid or unenforceable, the remainder of this waiver shall not be affected thereby and each term or provision shall be enforceable to the fullest extent permitted by law.

Signature (s):

Date: