

Jay Peak Ski Club  
**Assumption of Risk and Release of Liability – Read Carefully before Signing**

I understand that skiing in its various forms, as well as preparation for participation in, coaching, volunteering, officiating and related activities in alpine competitions and clinics (hereinafter referred to as "Activities"), involve many **RISKS, DANGERS, and HAZARDS**. These risks, dangers and hazards include, but are not limited to, changing weather and snow conditions, variations in steepness or terrain, natural and manmade obstacles and structures, equipment failure, collisions with objects or structures, being struck by skiers or equipment, and exceeding one's own abilities. I further understand that ski training and competition may be more hazardous than recreational skiing. I understand that **INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE** of the Activities. I know that the risk of **SEVERE INJURY and even DEATH** exists in all training and competition locations and activities, including free skiing. I also know that personal training, coaching, instruction, supervision and enforcement of rules by the Jay Peak Ski Club, officers, directors, volunteers, employees, coaches and representatives, competition organizers and sponsors, and ski facility operators (hereinafter the term "JPSC" shall be used to refer to all such persons and entities collectively) do not and cannot guarantee my safety.

With full knowledge and understanding of the **RISK OF SEVERE INJURY AND DEATH** involved in ski training and competition, I **FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES**, even if I follow the instructions or advice of JPSC.

In partial consideration of JPSC's acceptance of my membership application, and in spite of the risk of severe or permanent injury, or even death, the undersigned (hereinafter "Member") agrees to comply with and be bound by the following terms at all times, whether training, practicing for competition, or in competition.

1. Member hereby **unconditionally WAIVES AND RELEASES ANY AND ALL CLAIMS, AND AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY JPSC FROM ANY CLAIMS**, present or future, to Member or his/her property, or to any other person or property, for any loss, damage, expense, or injury (including DEATH), suffered by any person from or in connection with Member's participation in any Activities which JPSC is involved in any way, due to any cause whatsoever, **INCLUDING NEGLIGENCE**, and/or breach of express or implied warranty on the part of JPSC.
2. Member hereby **RELIEVES JPSC OF ANY DUTY TO PROTECT MEMBER FROM HARM** in connection with any Activities in which JPSC is involved in any way.
3. Member authorizes JPSC to obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of JPSC, medical attention is required and Member is unable to make such decisions for himself/herself. Member agrees to pay all costs associated with such medical care and related transportation and shall **DEFEND, INDEMNIFY AND HOLD HARMLESS** JPSC of and from the consequences of such decisions and from and such costs incurred relating to the provision of medical care.
4. Member agrees never to utilize any run, course or facility for any training, practice, competition without first conducting his/her own thorough visual inspection of the run, course or facility.
5. This agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Vermont, without reference to principles governing choice or conflicts of laws. In addition, Member agrees that all lawsuits for personal injury or related loss against JPSC must be maintained in state courts sitting in Chittenden County, Vermont. In the event any portion of this release is found to be unenforceable, the remaining terms shall be fully enforceable.

**HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING RELEASE AND INDEMNITY AGREEMENT, MEMBER SIGNIFIES HIS ASSENT TO THE ABOVE TERMS BY SIGNING BELOW:**

**MEMBER (IF OVER AGE 18)**

Signature: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Printed Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

**SIGNATURE OF PARENT OR GUARDIAN REQUIRED FOR MEMBERS UNDER THE AGE OF 18**

As the parent or guardian of the minor child Member named above, I hereby make and enter into each and every agreement, representation, waiver and release described above on behalf of myself, the Member, and any other parent or guardian of the Member, intending that they be binding on me, the Member, and our respective heirs, executors, administrators and assigns. By affixing my signature below I represent that I possess the authority to act on behalf of all of the minor child Member's parents or legal guardians and that I intend to give up my right, and the right of any other parent or guardian to maintain and claim or suit against JPSC arising out of the Member's participation in any Activities involving JPSC in any way. I further agree to hold harmless, defend, and indemnify JPSC of and from any claims from third parties arising from the minor child Member's participation in any affiliated activities with JPSC.

Parent or guardian's signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_