

ACTIVITY HOLD-HARMLESS RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY OR WAIVER OF CERTAIN LEGAL RIGHTS

Activity: Membership

Organizer/Promoter: Blazer Ski Club

Date(s): _____

PARTICIPANT: MEANS EACH INDIVIDUAL LISTED ON THIS FORM PARTICIPATING IN THE ACTIVITY LISTED ABOVE. THEN UNDERSIGNED: MEANS EACH PARTICIPANT, AND WHEN A PARTICIPANT IS UNDER AGE 18, IT INCLUDES SUCH PARTICIPANT’S PARENTS OR LEGAL GUARDIAN SIGNING ON BEHALF OF HIMSELF/HERSELF AND ON BEHALF OF THE MINOR PARTICIPANT. THEN UNDERSIGNED UNDERSTAND AND AGREE THAT TAKING PART IN THE ACTIVITY, AND USING ANY TRANSPORTATION PROVIDED BY ORGANIZER/PROMOTER OR USING ANY RESORT AND TOUR FACILITIES, INCLUDING BUT NOT LIMITED TO SKI EQUIPMENT, SKI LIFTS, PRIVATE BUSES OR PERSONAL VEHICLES, ALL TERRAIN VEHICLES AND SNOW MOBILES, HORSES AND SUCH, FOR ANY PURPOSE (HEREINAFTER THE ACTIVITY) **CAN BE HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY OR DEATH.**

The undersigned expressly **ASSUME ALL RISKS** associated with participants participation in the Activity, known or unknown, inherent or otherwise; the Undersigned agree and understand these risks include, but are not limited to risks associated with; motor vehicle collision, marked and unmarked obstacles, slick or uneven walking surfaces, varying weather and surface conditions, diminished visibility, rugged mountainous terrain, variations in terrain, bumps, stumps, forest growth, downed timber, rocks of various sizes, strenuous activity, high altitude, collisions, drills, exercises, failure of protective barriers and fencing, sharing facilities and Activity venues with people directly involved and/or not directly involved in the Activity and following the directions of Activity officials. The Undersigned understand and acknowledge; 1 Participant voluntarily assumes all risks and any others associated with accepting the transportation offered; 2 Participant has been informed and understands all rules and regulations of participation in the Activity; 3 Participant is responsible for reading, understanding, and complying with all signage ,including instructions on use of any and all equipment, transportation and any accessory associated with resort activity or tour; 4 Participant assumes the risks of any and all activity associated with engaging in activities with the resort or tour operators; 5 Participant may encounter all-terrain vehicles, boats, busses, trains, wildlife, large bodies of water, and equipment related to the Activity at any time; and 6 that falls and collisions may occur and that injuries are a common and ordinary occurrence of physical exertion from proposed resort and tour Activity. The Undersigned also understand and agree that a minor Participant may participate in the Activity, may enter and use the Activity venues and may use the facility without an Activity official or other adult present. The Undersigned agree and understand that **PARTICIPANT HAS THE OPPORTUNITY TO INSPECT ACTIVITY COURSES AND VENUES PRIOR TO PARTICIPATING** in the Activity and that **PARTICIPANT ASSUMES THE RISK OF ALL COURSE AND VENUE CONDITIONS**, including but not limited to, risks associated with design, construction layout and/or obstacles. A minor Participant’s parent and/or legal guardian acknowledges; 1 they have spoken to the minor Participant about the Activity; and 2 the minor Participant understands and appreciates the risks of participating in the Activity.

The undersigned **ASSUME ALL RISKS** associated with the Participant’s participation in the Activity. **IN CONSIDERATION OF ALLOWING THE PARTICIPANT TO PARTICIPATE IN THE ACTIVITY, THE UNDERSIGNED AGREE TO HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY** The Blazers Ski Club, Inc Activity Promoter, Trip Leader, Officers, Board of directors, and all their respective insurance companies, successors in interest, commercial and corporate sponsors, agents, employees, representatives, assignees, officers, directors , and shareholders (each hereinafter a “released Party”) **FROM ANY AND ALL LIABILITY** and /or claims for injury or death to persons or damage to property arising from the Participant’s participation in the Activity. Then Undersigned take full responsibility form and injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of the Activity, **INCLUDING THOSE INJURIES AND DAMAGES CAUSED BY ANY RELEASED PARTY=S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OR ANY EXPRESS OR IMPLIED WARRANTY.** By execution of this release, **THE UNDERSIGNED AGREE NOT TO SUE A RELEASED PARTY,** and agree they are releasing any right to make a claim or file a lawsuit against any Released Party. The undersigned further agree to defend and indemnify each released Party for any and all claims of the Undersigned and /or a third party arising in whole or in part from the Participant=s participation in the Activity. The Undersigned agree to pay all cost and attorney’s fees incurred by any Released Party in defending a claim or suit brought by or on behalf of the Undersigned.

The Undersigned represent that Participant is in good health and there are no special problems associated with Participant’s condition. The Undersigned; 1 authorize a licensed physician and/or other medical care provided to carry out emergency medical care for the Participant;2 authorize any Released Party and /or their authorized personnel to call for medical care for the Participant or to transport the Participant to a medical facility or hospital if, in the opinion of such personnel medical attention is needed; 3 agree that upon Participant’s transport to any such medical facility or hospital that the Released Party shall not have any further responsibility for Participant; 4 agree to pay all cost associated with the medical care and related transportation provided for Participant; and 5 shall indemnify and hold harmless the Released Parties from any and all liability and /or claims associated with such medical care and/or related transportation.

The Undersigned agree and understand that **THIS RELEASE IS APPLICABLE TO EACH AND EVERY DAY PARTICIPANT PARTICIPATES IN THE ACTIVITY FOREVER** and irrevocably grant The Blazers Ski Club the right of publicity to own and use without compensation any image(s) collected of Participant while participating in the Activity.

INITIALS _____

SPOUSE/PARTNER INITIALS _____

In consideration of allowing Participant to participate in the Activity and for using the resort or tour operator facilities, **THE UNDERSIGNED AGREE THAT ANY AND ALL CLAIMS** for injury and/or death regarding an alleged incident **SHALL BE GOVERNED BY PENNSYLVANIA LAW** and **EXCLUSIVE JURISDICTION OF ANY CLAIM SHALL BE IN** THE District Court residing where the alleged incident occurred.

The Undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor Participant, that he/she is **WAIVING CERTAIN RIGHTS ON BEHALF OF THE MINOR PARTICIPANT** that the minor Participant otherwise may have and that **THE MINOR PARTICIPANT SHALL BE BOUND BY ALL THE TERMS OF THIS RELEASE. THE MINOR PARTICIPANT'S PARENT OR LEGAL GUARDIAN VOLUNTARILY GRANTS PERMISSION FOR THE MINOR PARTICIPANT TO TAKE PART IN THE ACTIVITY AND ACKNOWLEDGES THAT BUT FOR SUCH GRANT OF PERMISSION, THE MINOR PARTICIPANT WOULD NOT BE PERMITTED TO TAKE PART IN THE ACTIVITY.** By signing this Agreement without a parent or guardian's signature, Participant represents that they are at least 18 years of age, or, if signing as the parent or guardian of the Participant, singer represents they are the legal parent or guardian of the minor Participant. This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned.

MINOR PARTICIPANT (UNDER 18) INFORMATION

MINOR PARTICIPANT #1 – Last Name, First Name, M.I. Age

MINOR PARTICIPANT #2 – Last Name, First Name, M.I. Age

MINOR PARTICIPANT #3 – Last Name, First Name, M.I. Age

I HAVE HAD SUFFICIENT TIME TO CAREFULLY READ THE FOREGOING LIABILITY RELEASE. I UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I AM AWARE I AM RELEASING CERTAIN LEGAL RIGHTS THAT I, AND/OR MY CHILD, MAY OTHERWISE HAVE.

ADULT INFORMATION

Last Name, First Name, M.I.

Street Address/Mailing Address

City, State, Zip/Postal Code

Date of Birth (MM_DD_YYYY) Emergency contact Relationship Phone Number

E-Mail Address (Give us your email address to receive alerts, resort news, exclusive offers, & more. We respect your privacy and will not rent, sell or trade your e-mail address without your permission.)

Signature of participant/parent/legal guardian DATE

Signature of spouse DATE

PLEASE DO NOT WRITE BELOW THIS LINE

Amount _____ Date _____ Cash/check _____

Membership # _____ Committee _____