

DEVIL'S GLEN COUNTRY CLUB

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT.
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

PLEASE READ CAREFULLY

EVENT OR PROGRAM:

(Describe Race Event or Ski / Snowboard Instruction or Race Training Program)

NAME OF RELEASOR:

(Name of Adult or Child or Children to whom Waiver Relates)

TO: DEVIL'S GLEN COUNTRY CLUB (the "Club")

I am aware that skiing and snowboarding (which for the purposes hereof includes ski and snowboard racing, ski and snowboard instruction, ski and snowboard competitions, race coaching and training, telemark and cross-country skiing) involves many inherent risks, dangers and hazards, including but not limited to, boarding, riding and disembarking ski lifts; failure of ski lifts; changing weather conditions; exposed rock, earth, ice, trees, streams or other natural objects; the condition of snow or ice on or beneath the skiing surface; variations in the skiing terrain, impact with ski lift towers or snow making or grooming equipment or other objects; collision with other skiers; failure to ski safely or within one's ability or within designated areas; negligence of other skiers; and negligence on the part of the Club or its staff. I am also aware that the Race Event has, in addition to the usual dangers and risks included in skiing, certain additional dangers and risks including, but not limited to, training and racing at high speed; collision with other skiers, snowboarders, spectators, course workers and natural and manmade objects including poles, course equipment, mobile equipment and structures on or near the course. In the event this Release is signed by a parent or guardian on behalf of a child under 18, it shall be read with all necessary changes to be applicable to that child.

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ARISING FROM SKIING AND SNOWBOARDING, INCLUDING THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE, AND I FREELY ACCEPT AND FULLY ASSUME THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

In consideration of the Club permitting my use of its ski lifts, ski runs, lodges, parking and other facilities (collectively called the "Ski Facilities") and/or accepting my application to participate in the Event or Program, I agree:

1. (a) **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Club and its directors, officers, employees, agents, representatives and volunteers (collectively called "Releasees"); and
(b) **TO RELEASE THE RELEASEES** from any and all liability for any personal injury, death, property damage or loss that I may suffer or that my next-of-kin may suffer:

arising out of or as a result of my use of the Ski Facilities or my involvement or participation in the Event or Program, due to any cause whatsoever, other than negligence or gross negligence on the part of the Releasees;

2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any personal injury, death, property damage or loss, arising out of or resulting from any of the aforesaid matters; and
3. that this Release shall be effective and binding upon my heirs, next-of- kin, executors, administrators, assigns and representatives in the event of my death or incapacity.

I HAVE READ AND UNDERSTOOD THIS RELEASE PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING IT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY CHILDREN NAMED ABOVE OR MY OR THEIR HEIRS, NEXT-OF-KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20__.

Signature of Witness

Signature of Releasor

Signature of Parent or Guardian if Releasor is Under 18 Years

(Print Name Clearly)

(Print Name Clearly)

THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED AND SIGNED BY THE RELEASOR, AND WITNESSED, BEFORE A SKI PASS MAY BE ISSUED OR THE RELEASOR WILL BE ALLOWED TO PARTICPATE IN THE EVENT OR PROGRAM.