

2018 MEMBERSHIP APPLICATION - KRONENSTADT SKI CLUB
GENERAL RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

RELEASE AND WAIVER OF LIABILITY:

In consideration for being accepted or continuing as a member of Kronenstadt ski Club, the undersigned, for himself or herself and personal representatives, assigns, heirs, next of kin, or either of them:

HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS not to sue the Kronenstadt Ski Club ("CLUB" hereafter), its officers and members, for all purposes herein referred to as 'Releasees', from all liabilities to the undersigned, his or her personal representatives, assigns, heirs, next of kin for all loss or damage and any claim or demands therefore on account of injury to the person or property or resulting death of the undersigned, WHETHER caused by negligence or the Releasees or otherwise while the undersigned is participating in ANY activity of the club.

The undersigned expressly agrees that the foregoing RELEASE AND WAIVER OF LIABILITY is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

ASSUMPTION OF RISK:

The undersigned hereby warrants that he or she is fully aware of the risks and hazards inherent in participating in the activities of the Club and hereby voluntarily elects to participate. The undersigned hereby voluntarily assumes all risk of loss, damage or injury that may be sustained by him or her and any damage to property of the undersigned in the activities of the Club.

INDEMNITY AGREEMENT:

The undersigned hereby agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, or damage they may incur due to the presence, or any action of the undersigned, as a result of my engaging in the Club activities, whether caused by the Releasees or otherwise.

The undersigned has read and voluntarily signs this **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**. The undersigned understands that this is intended to be all encompassing, from the date hereof continuing in effect, and in addition to and not limiting any further or later release signed by the undersigned.

I HAVE READ THE BY-LAWS OF KRONENSTADT SKI CLUB AND AGREE TO ABIDE BY THE BY-LAWS AND RULES OF THE CLUB.

Dated this _____ date of _____, 2017. _____
(Signature)

In applying for membership in the Kronenstadt Ski Club and signing the above waiver, I submit the appropriate membership dues (see below) for the coming 2017-2018 membership year, and furnish the following information for your records: **(Please Print)** **Check: Renewing 2016-2017 Member () New Member ()**

Any Changes from last year's information: Yes _____ (fill in changes below) No _____ (fill in name only)

Last Name: _____ **First Name:** _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: Home (_____) _____ Cell (_____) _____

Email: _____

Birth Date (Month / Day) _____ **Ski Ability: Beginner () Intermediate () Advanced ()**

Single () / Married () Spouse: _____ **Home Available for Kronie Event Yes () No ()**

Return this completed form along with check as noted below.

- Members renewing on or before September 30, 2017, **\$25.00**. Plus \$5 for non-skiing spouse.
- New Members and Members renewing after October 1, 2017, **\$35.00**. Plus \$10 for non-skiing spouse.
- Renewing Non Skiing Members \$10. Parties and events only, no travel to Mammoth.
- Payable to **Kronenstadt Ski Club**.
- Mail to: **Fran Papa 520 West Foothill Blvd. # A Monrovia, CA 91016**
franpapa@verizon.net 626-359-4345

Kronenstadt Ski Club

Pasadena, CA 91105

2018 - PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with Sport, Venue Use and Related Activities.

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with skiing and snowboarding or other Kronenstadt Ski Club activities, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that may result in permanent disability and death.
2. Possible equipment failure and/or malfunction or misuse of my own or others' equipment.
3. I AGREE THAT I WILL WEAR APPROVED PROTECTIVE GEAR AS DECREED BY THE GOVERNING BODY OF THE SPORT I AM PARTICIPATING IN. However, protective gear cannot guarantee the participant's safety. I further agree that no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord.
4. Variation and/or steepness of terrain, variation or changes in surfaces including but not limited to snow surfaces, ice, bare spots, rocks, stumps, debris, cliffs, trees, fences, posts, trees, light poles, signs, buildings, roads, walkways, ramps, rails, stairs, pyramids, manual pads, bowls, half-pipes, jumps, padded and non-padded barriers, other persons, and other natural and man-made hazards.
5. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, riding surfaces or other obstacles.
6. Exposure to the elements and temperature extremes may result in frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
7. Dangers associated with exposure to natural elements include but are not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and other weather conditions.
8. Accidents or illness occurring in remote places where there are no available medical facilities.
9. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
10. Impact or collision with other athletes, spectators, facility employees, pedestrians, motor vehicles, and cyclists.

*I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness, or death.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the above described activity (ies) and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees. Kronenstadt Ski Club and its officers and members.

2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of my engaging in the above activities.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

4. This agreement shall apply to any and all injury, disability, death, or loss or damage to person or property occurring at any time after the execution of this agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I am over 21 years of age.

Signature of Participant

Name of Participant (Please Print)

Date