

LAST NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_



## **DANBURY SKI CLUB RELEASE AND INDEMNIFICATION AGREEMENT and EMERGENCY MEDICAL TREATMENT AUTHORIZATION**

The undersigned acknowledges and understands that the Danbury Ski Club, Inc. (Club) has arranged or will arrange, for various ski trips and/or outings and/or activities and/or meetings and/or social events, etc., in which the undersigned will participate.

The undersigned acknowledges and understands that the trips, junkets, outings, activities, meetings, social events, use of lodging, etc., (Activities) in which the undersigned will engage involve a risk of injury or death to the Person and/or property of the undersigned. The undersigned also acknowledges and understands that there may be unknown and/or unanticipated risks and/or injuries including financial, health and other risks posed by pandemics and/or epidemics, and in executing this document, the undersigned agrees that this Release and Indemnification Agreement includes but is not limited to these risks and/or injuries.

### **ASSUMPTION OF RISK, WAIVER, RELEASE, AGREEMENT NOT TO SUE, AND INDEMNIFICATION**

Now, in consideration of the Danbury Ski Club Inc., allowing the undersigned and all Releasors to participate in the Activities, and with knowledge of the risks and dangers involved, I AGREE on my own behalf and on behalf of all Releasors to:

(1) ASSUME ANY AND ALL RISK OF PROPERTY DAMAGE, INJURY OR DEATH to me and all Releasors while engaged in, or as a result of participating in, any Activity;

(2) WAIVE, INDEMNIFY, RELEASE, and NOT SUE, MAKE ANY CLAIM OR FILE ANY ACTIONS against the Danbury Ski Club, Inc., its Board of Directors, Officers, Activities Leaders and/or Organizers - past, present and future, members, representatives, employees, volunteers, agents, insurers, successors, heirs and assigns, as well as any Activity sponsors and Equipment manufacturers and distributors, that are based on, arise or result from in whole or in part, participation in any Activities, use of Equipment, administration of Care, and without limitation claims arising out of or resulting from ALLEGED OR ACTUAL NEGLIGENCE, BREACH OF ANY STATUTORY DUTY, where legally permissible, BREACH OF CONTRACT, OR BREACH OF WARRANTY by any of the Released Parties.

(3) INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS from any and all claims, demands, actions, causes of action, losses or liabilities whatsoever arising from or related to participation in any Activity, and any loss, damage or injury, including death, that may be sustained by me or any of the Releasors, or caused to others or their property by me or by the Releasors, or brought by me or by the Releasors. I agree to pay all costs, including reasonable attorneys' fees and disbursements, incurred by any Released Party in defending an investigation, claim or suit brought on my or any Releasors behalf as a result of my or any Releasor's participation in an Activity. I understand and agree that by accepting this Agreement on behalf of any person other than myself, I am representing and warranting that I am legally authorized to execute this Agreement as either the parent or legal guardian of that person and/or Minor Participant(s), or that I have been given the express authority and permission from that other person to accept the terms and conditions of this Agreement on each of their behalf, and I further understand that by doing so I agree to PERSONALLY INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties from and against any and all claims brought by or on behalf of the Minor Participant(s), or any person on whose behalf I have executed this Agreement, should they refuse to accept or carry out the terms and conditions of this Agreement. The undersigned declares and represents that no promise or agreement not expressed herein has been made and that this document contains the entire agreement between the parties. This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be void or unenforceable as a matter of law, it shall be deemed severed from this Agreement, and the remaining terms shall survive and remain in full force and effect.

I REPRESENT AND ACKNOWLEDGE THAT

A) I HAVE THE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT UNDER APPLICABLE LAW; AND

B) IF A PARENT, LEGAL GUARDIAN, SPOUSE OR OTHER REPRESENTATIVE, THAT I AM LEGALLY AUTHORIZED TO SIGN AND THAT I AM SIGNING THIS AGREEMENT ON BEHALF OF OTHER RELEASOR(S) NAMED BELOW, AND THAT OTHER RELEASOR(S) WILL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT; AND

C) I AGREE THAT IF SIGNED ELECTRONICALLY, MY ELECTRONIC SIGNATURE WILL BE ENFORCEABLE AND LEGALLY BINDING.

I UNDERSTAND AND AGREE THAT IF THIS AGREEMENT IS NOT SIGNED ON BEHALF OF OTHER RELEASOR(S), OTHER RELEASOR(S) SHALL NOT PARTICIPATE IN ANY ACTIVITY COVERED BY THIS AGREEMENT.

The undersigned acknowledges that an inherent risk of exposure to SARS-CoV-2 and infection with COVID-19 exists in any public place where people are present. By attending and/or participating in Activities, you and any guests voluntarily assume any and all risks related to exposure to COVID-19 and explicitly agree not to hold or seek to hold Danbury Ski Club, Inc. or any of their affiliates, directors, officers, employees, agents, contractors, or volunteers liable for any illness or injury, but specifically waive any and all such claims against such Danbury Ski Club, and it's officers, directors, members, volunteers, and all other persons affiliated with such ski club.

This Agreement shall be binding upon my and each Releasor's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

Trip/Activity: \_\_\_\_\_

(1) The undersigned has read the foregoing agreement, fully understands it, and agrees to it in its entirety.

(2) In an emergency, I hereby authorize medical treatment to be rendered for me and I assume full financial responsibility for any medical treatment rendered for me.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

(Parent or guardian signature if under 18 years of age)

**THIS FORM MAY BE SIGNED ELECTRONICALLY, WITH ALL TERMS & CONDITIONS APPLYING**