

MIDDLEBURY SKI CLUB

RELEASE AND AGREEMENT NOT TO SUE

I/We hereby give permission for the undersigned Member of the Middlebury Ski Club to participate in all activities organized, sponsored by or within the scope of activities of the Middlebury Ski Club, including but not limited to ski racing events at the Middlebury College Snow Bowl and other mountains, transportation to and from said events, and dry land training. I/We acknowledge that the Middlebury Ski Club attempts to provide a safe and caring ski program for its Members. I/We acknowledge there are certain inherent risks of injury associated with many of the activities that Members undertake, whether at locations such as ski slopes, athletic fields, or running or hiking trails. I/We also recognize that absent an appropriate release of the Middlebury Ski Club by its Members, the Middlebury Ski Club is at risk of being sued or subject to claims by Members whenever an injury occurs. I/We acknowledge that in return for providing coaching and training to its Members, the Middlebury Ski Club has a legitimate interest in being free from defending claims of negligence arising from such injuries.

Falls and other injuries are a common occurrence in ski racing, recreational skiing, and ski racing training, requiring deliberate and conscious control of the Members' body. Safety is directly affected by the Member's judgment, often in a rapidly moving environment. It is the Member's responsibility to stay within the limits of his/her own ability and to exercise sound judgment. I/We declare that the Member is capable of and qualified to participate in all athletic, training and sports activities with the Middlebury Ski Club

I/We agree to assume full responsibility for any risk of personal injuries or other damages, which could arise, whether directly or indirectly, no matter how indirectly, from the Member's participation in any activities with the Middlebury Ski Club. I/We further agree to purchase appropriate healthcare insurance or other protection at our expense if we wish to provide for financial recovery with regard to such injuries. I/We further agree not to sue Middlebury Ski Club, its employees, agents and officers, or to bring any claim against any of them for alleged negligence or other fault in causing any such injuries, death or damages, and agree to release and indemnify the Middlebury Ski Club and its employees, agents, and officers from any such claims. It is the intent of this release to protect the Middlebury Ski Club against all such suits or claims, whether alleging negligence or otherwise.

This release shall be interpreted and governed according to the laws of the State of Vermont.

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Print Member's name(s)

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Signature of Member if over 18

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Date

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Signature of parent/guardian of Member(s)

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Date

(check) I give the club permission to use my child's image for its website and other publications