



AGREEMENT

Jackson Hole Ski & Snowboard Club

Release and Discharge, Acceptance of Responsibility and Acceptance Of Risks

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU MUST READ AND UNDERSTAND IT BEFORE INITIALING OR SIGNING IT.

Name _____
If under age 18, name of guardian _____
Address _____
Phone _____ email address _____
Date _____

I, the above named person, being above age eighteen, or the legal guardian of the above named person who is under age eighteen, in consideration of participating in events sponsored or organized in any way by the Jackson Hole Ski and Snowboard Club, hereby acknowledge, agree and promise and covenant with the Jackson Hole Ski and Snowboard Club and all other persons or entities, and release and discharge the Jackson Hole Ski and Snowboard Club on behalf of myself, my heirs, my parents or guardians, assigns, personal representatives and estate as follows:

ACKNOWLEDGEMENT OF RISK

I understand and acknowledge that the activities in which I am participating and which I voluntarily engage in bear certain risks that could result in injury, death, illness or disease, physical or mental, or damage to my property. Among these risks are the following:

1. The nature of the activities themselves, skiing, racing, training and travel and any combination thereof;
2. acts or omissions or negligence in any degree of the Jackson Hole Ski and Snowboard Club, its agents or employees, and other persons or entities;
3. the acts of other participants in these activities;
4. weather conditions;
5. contact with plants or animals;
6. my own physical condition, or my own acts or omissions;
7. condition of roads, trails, waterways or terrain, and accidents connected with their use and the use of vehicles of approach, including, but not limited to land vehicles, aircraft, fixed and rotary wing;
8. first-aid, emergency treatment or other services rendered;
9. consumption of food or drink.

I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, may also result in injury, death, illness or disease or damage to my property.

I have read this section & initial it to show that I understand & agree _____

RELEASE

I hereby voluntarily release and forever discharge the Jackson Hole Ski and Snowboard Club, its agents or employees, and all other persons or entities from any and all liability, claims, demands, actions or rights of action, which are related to the activities in which I am participating, including specifically, but not limited to, the negligent act or acts or omissions of the Jackson Hole Ski & Snowboard Club, its agents, or employees, and other persons or entities, for all injury, death, illness or disease and damage to my property.

I further agree, promise and covenant to hold harmless and indemnify the Jackson Hole Ski & Snowboard Club, its agents or employees and all other persons or entities for any such injury, death, illness, disease or damage.

I agree, promise and covenant not to sue, assert or otherwise maintain or assert any claim against the Jackson Hole Ski & Snowboard Club, its agents or employees, and all other persons or entities, for any injury, death, illness, disease or damage to my property, arising from the receipt of said grant or connected with my participation in these activities.

I have read this section & initial it to show that I understand & agree _____

ACKNOWLEDGEMENT OF EFFECT OF THIS RELEASE AGREEMENT

I understand and acknowledge that by initialing and signing this document I have given up certain legal rights and/or possible claims which I might otherwise assert or maintain against the Jackson Hole Ski & Snowboard Club, its agents or employees, and other persons or entities, including specifically, but not limited to, rights arising from the acts or omissions, and negligence in any degree, of the Jackson Hole Ski & Snowboard Club, its agents or employees, and all other persons or entities.

It is agreed and understood by and between the parties that any legal dispute arising out of the Agreement is to be adjudicated under the laws of the State of Wyoming.

It is also agreed and understood by and between the parties that, if any Court should vacate or strike and portion of this Agreement, such vacating or striking will not effect any other portion of this Agreement.

I have read this section & initial it to show that I understand & agree _____

ENTIRE AGREEMENT

I understand that this is the entire agreement between me and the Jackson Hole Ski & Snowboard Club, its agents or employees, and it cannot be modified or changed in any way by the representations or statements of any employee or agent of the Jackson Hole Ski & Snowboard Club, or by me.

I have read this section & initial it to show that I understand & agree _____

My signature below indicates that I have read this entire document, understand it completely and agree to be bound by its terms.

Recipient: _____ Date: _____

Parent or Guardian (if under age 18): _____ Date: _____

Witness: _____ Date: _____