OC SKI CLUB COVID-19 WAIVER AND RELEASE OF LIABILITY

READ BEFORE SIGNING
In consideration of being allowed to participate in OC activities, this waiver must be signed for each event, activity and bus ride. The undersigned acknowledges, appreciates, and agrees that:

1. The risks of injury and illness (e.g. communicable diseases such as MRSA, influenza, and COVID-19) from the activities involved in this program are significant, potentially life-threatening, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and,

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,

3. I willingly agree to comply with the stated and customary terms and conditions to participate in OC activities, events and bus rides. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,

4. I acknowledge that I am aware that there are risks to me of exposure, directly or indirectly, arising out of, contributed to, by, or resulting from:
   • An outbreak of any and all communicable disease, including but not limited to, the virus acute respiratory syndrome coronavirus 2 (SARS-CoV-2), which relates to Coronavirus Disease (COVID-19) and/or any mutation or variation thereof;

5. In consideration of having the opportunity to participate, and in acknowledging that I am aware of and willing to assume the risks associated with this activity,

6. I hereby voluntarily agree to waive, hold harmless and indemnify Out of Control Ski Club, and its officers, board members, trustees, agents and volunteers from any and all claims, demands, damages and causes of action of any nature whatsoever arising out of ordinary negligence which I, my heirs, my assigns or successors may have against them for, on account of, or by reason of my participation in the above activities. I indicate my agreement to this and hold harmless elective noted below.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. THIS INFORMATION MAY BE USED FOR CONTACT TRACING.

NAME (Print)________________________________________ PHONE __________________________

SIGNATURE________________________________________ DATE SIGNED______________

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18)
This is to certify that I, as member and as parent/guardian with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of the activity and his/her responsibilities for adhering to the rules and regulations. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child’s/ward’s involvement or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

PARENT/GUARDIAN NAME (Print)________________________________________

PARENT/GUARDIAN SIGNATURE________________________________________

DATE SIGNED_________________________ EMERGENCY PHONE NUMBER (____)_____________