



SkiDUCK – VOLUNTEER / ADULT PARTICIPANT RELEASE OF LIABILITY

1. Inherent Dangers of Activities, Responsibilities of Participants

- a. I am aware that skiing, snowboarding, hiking, mountain biking, water/paddle sports and other outdoor activities are hazardous sports that can result in serious injury, death or other damage. I accept the risks inherent in these activities and in the ski area, mountains, trails and other environments. I accept my responsibilities to be informed, to ski, snowboard and participate in such activities safely, to follow established safety guidelines (such as the skier/snowboarder Your Responsibilities Code), and to obey all posted behavior notices, rules and policies. (For volunteers only: I acknowledge that I will read and follow policies in the SkiDUCK Volunteer guide.)
- b. I understand the nature of these activities and assume responsibility for my own physical fitness and capability to perform the activities involved. I also assume responsibility for obtaining any medical examination relating to my physical capability and fully assume the risk of failing to obtain any said medical examination.

2. Release and Hold Harmless Clause, Assumption of Risk, Binding Nature of Consent

- a. In consideration of acceptance of my enrollment in a program or event and/or services received by me, or permission to participate as a volunteer with SkiDUCK: Skiing for Disabled and Underprivileged Children and Older Kids, Inc., a Nevada non-profit corporation ("SkiDUCK"), I agree that I will not sue or make claim against SkiDUCK, and further that I agree to **RELEASE AND WAIVE, AND AGREE TO HOLD HARMLESS AND INDEMNIFY** SkiDUCK and its sponsors, agents, board members, officers, volunteers, employees and all other vendors and their respective representatives, successors, assigns or affiliates from all actions, claims, liabilities, demands, damages, causes of action, costs, expenses and attorneys' fees, whether known or unknown, suspected or unsuspected, arising under federal, state or common law or demands for any loss or injury which may occur as a result of participating in any SkiDUCK activities, including but not limited to those which may arise from **NEGLIGENCE**, the selection, adjustment, maintenance and use of any equipment, traveling to and from any activity, including any first aid treatment or other service whether foreseen or unforeseen.
- b. I assume the risk of any bodily injury, paralysis, death or property damage due to any acts or omissions of the Released Parties, including without limitation the negligence of the Released Parties, or caused in any other manner, while I am participating in a SkiDUCK program or event, whether or not such injury, damage, or death is the result of an inherent danger of the above activity. I assume full responsibility for my personal safety and belongings while I am participating in a SkiDUCK program or event. My participation in any activity is purely voluntary, and I elect to participate in spite of the risk.
- c. This **RELEASE** contains the entire agreement between the parties and is made for valid consideration as a condition precedent to my participation in **SkiDUCK** activities. It is contractual, not a mere recital. This **RELEASE** is also binding as to any other persons, including all family members, heirs, assigns, successors, legal representatives and executors. I understand and agree that this waiver and release is intended to be as broad and inclusive as is permitted by the laws of the State of [Nevada], and that if any portion of it is held to be invalid, I agree that the remaining terms shall continue to be in full legal force and effect.

3. Equipment

- a. I will accept the equipment provided to me for use during a SkiDUCK program or event, as is. I agree to be fully responsible for the equipment while it is in my possession and to return it by the agreed time/date. I agree that I may incur additional charges if the equipment is returned late, dirty or damaged beyond normal wear and tear: I accept my responsibility to replace, at full retail value, any equipment which I fail to return.
- b. I accept the risks involved in the use of the equipment, including, but not limited to, skis, snowboards, boots, poles, sit-skis, bi-skis, mono-skis, outriggers, slant boards, ski stabilizers, edgie-wedgies, walkers, harnesses, helmets, mountain bikes, boating or flotation and any other equipment that I may use. I understand that it is my responsibility to receive instructions on the use of this equipment and to understand its function. I understand that this equipment is adjusted individually according to the information that I supply. I certify that I have made no misrepresentations and understand that this equipment is for my personal use only.
- c. I understand that the ski or snowboard equipment I use may not be equipped with releasable bindings, and I accept the risks involved with non-releasable bindings. If the equipment does have releasable bindings, I understand that the bindings will not release under all circumstances and are no guarantee of my safety.

4. Liability Insurance Only (no medical or transportation)

- a. SkiDUCK does not provide injury or damage insurance for participants, including volunteers. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume—and bear the cost of—all risk that may be created, directly or indirectly, by any such condition.

5. Photo Release

- a. I give my permission to have my photo taken or to be videotaped during activities and for such photos or videos to be used for publicity or other legitimate promotional purposes.

6. Participants Under Age 18 or Not Their Own Guardian

a. If I am signing on behalf of a minor or someone who is not their own guardian, I accept full responsibility for all medical expenses and other special and general damages incurred as a result of this person's participation, use of regular and adaptive equipment, or travel to or from activities. I also agree to **RELEASE, HOLD HARMLESS AND INDEMNIFY SkiDUCK and its sponsors, agents, board members, officers, volunteers, employees and all vendors and their respective representatives, successors, assigns or affiliates from any damages, injuries or death sustained by this person or for which he or she may be liable to others as a result of the above-described activities.**

7. Volunteers Only (Request for Criminal History Information)

a. I understand that by signing this, I am giving permission for SkiDUCK to request Criminal History Information and Child/Adult Abuse Information Act information from the appropriate state law enforcement and criminal records agencies in accordance with applicable state and federal laws.

8. Voluntary Signature

a. I have read and voluntarily signed this waiver and release of liability, and I agree that no oral representations, statements, or other inducements to sign have been made apart from what is written on this form. I agree that neither SkiDUCK, nor its contractors, agents or affiliated third parties have made any representations or warranties of any kind about the skills or qualifications of the other participants in SkiDUCK programs or events. I am not engaging in these activities under duress or at the order and direction of SkiDUCK. I have signed this waiver and release in consideration of the benefits I will receive from participating in the activities.

Volunteer or Adult Participant Signature:

Name (print) _____

Signature _____

Date: _____

Emergency Contact Name and Phone #: _____

If renting equipment: Age: _____ Height: _____ Weight: _____ Shoe size: _____

<p>All winter Program Participants and Volunteers, regardless of whether or not they will be renting equipment, must check one "Skier Type" box:</p> <p><input type="checkbox"/> I (Cautious and/or learning Skier/easy terrain, slow speeds)</p> <p><input type="checkbox"/> II. (Moderate Skier/varied terrain and speeds)</p> <p><input type="checkbox"/> III. (Aggressive Skier/skis all terrain and conditions, high speeds)</p>
