



**RELEASE OF LIABILITY
MODESTO SKI CLUB
2019-2020**

**Family Dues: \$125
Single Dues: \$75**

Please
initial

_____ 1. I (We) _____ and _____ am (are) a member(s) or perspective member(s) of the Modesto Ski Club (hereinafter called "Club"). The Club is an incorporated recreational and social club comprising people who participate in a variety of recreational and social activities with an emphasis on sports and related activities.

_____ 2. Parents are responsible to have family members between the ages of 18 and 21 sign their own release of liability forms in order to participate in club events and activities.

_____ 3. I (We) understand that the officers, directors, members and guests of the Club, who organize, facilitate, or gather at various places, including the use of their homes for Club related activities, are all volunteers, not professionals and that they are neither hired by the Club nor representing themselves to be experts in any matter related to these activities.

_____ 4. Activities include but are not limited to skiing and snow boarding. I (we) voluntarily participate in Club activities with the personal knowledge that some risks are involved and if I (we) have any disability or illness that may interfere with my (our) participation, we do so at our own risk. My (Our) participation in any Club activities is neither based upon nor dependent upon the Club or any Club affiliated person having any knowledge of the activity that I (we) engage in.

_____ 5. While some activities may involve the consumption of alcoholic beverages, the Club will never purchase or furnish alcohol. If a member or guest consumes any alcoholic beverages, they are solely responsible for injuries to persons or property resulting from their use of alcohol. Ca. Civil Code Sec. 1714 (c) says that a social host who furnishes alcoholic beverages to any person [over the age of 21] may be held legally accountable for damages suffered by that person, or for injury to the person or property of, or death of, any third person, resulting from the consumption of those beverages.

_____ 6. It is my (our) sole and personal responsibility to judge the suitability or presence or participation in any Club activity including but not limited to my (our) physical condition or fitness level needed for the activity. If I (we) am aware of any pre-existing condition that might interfere with or impact my (our) participation, I (we) acknowledge that it is my (our) responsibility to consult my (our) health care provider and act reasonably and prudently under the circumstances.

_____ 7. I (we) understand that I (we) am responsible for and take full responsibility for the nature, suitability or condition of any equipment used in a Club related activity, regardless of the source of this equipment.

_____ 8. Therefore, I (we) hereby knowingly and intelligently, expressly and explicitly assume any and all risks associated with my (our) participation in Club related activities and agree that I (we), my (our) heirs, legal representatives and assignees do hereby agree not to make any claims against the Modesto Ski Club, Officers, organizers and participants of a Club activity or its members or guests for any injuries, damages, or any other type of loss, suffering, or claim related to my presence at or participation in a Club activity.

_____ 9. I (We) have carefully read this agreement and fully understand its contents and acknowledge the same by my (our) signature ascribed below and our initials by each paragraph above, that I (We) agree to the contents, terms and conditions described above and sign it of my (our) free will and accord.

Print Name No. 1	Signature	Date
Print Name No. 2	Signature	Date
Print Witness Name	Signature	Date