

# Release and Waiver

I understand and agree to this Release and Waiver Agreement (“Release and Waiver”) as a condition of my participation in any event or activity of the Palo Alto Ski Club (the “Club”), which I attend in person or which is attended in person by any minor of whom I am a parent or guardian. Such in-person events, gatherings or activities are referred to as an “Activity” or “Activities” or “Activity(s).” Such Activities include, but are not limited to, any entry into or use of the Lodge in Olympic Valley, CA, attendance at any Club event at the Lucie Stern Community Center in Palo Alto, CA or any Club social gathering or meeting whatsoever.

This Release and Waiver is agreed to be effective between me, the Club and each of its members as of the date when I sign it, below. This Release and Waiver shall remain in effect until revoked in a signed writing by either the Club or by me when such writing is delivered to the addressee.

I agree that I am 18 years of age or older. I agree that I am a resident of California and that I am subject to its laws. If I am bringing a minor (a child under 18 years of age) as a Guest, I agree that I am a parent or legal guardian of that minor and have the authority to consent to this Release and Waiver on behalf of that minor. I also agree that I am solely responsible for the supervision of that minor throughout the duration of any Activity, and have read this Release and Waiver and agree to it on the minor’s behalf.

If I am a sponsor for any non-Club-member to attend any Club Activity, other than a minor child on whose behalf I am signing and agreeing to this Release and Waiver, I agree that I am responsible to ensure, and I therefore represent and warrant, that each such Guest has read, agreed to and signed a copy of this Release and Waiver. I agree that such signed Release and Waiver must be in the possession of the Club before any such sponsored Guest attends any Activity.

## ACKNOWLEDGEMENT OF RISKS

I acknowledge and agree that:

Any in-person Club Activity(s) will necessarily include my coming into contact with persons who are outside the group of persons with whom I reside and with persons who may be infected with Covid-19 or who have been exposed to Covid-19 or other communicable diseases. I understand and agree that such persons may not have or present any symptoms of such illness and may not have any knowledge that they have been infected or that they could infect others during the time I am in contact with them.

Any in-person Club Activity(s) will include a substantial risk of my becoming exposed to Covid-19 or other communicable diseases and/or becoming infected with Covid-19 or other illnesses and that such risks are inherent in those Activities.

The consequences of such exposure to Covid-19 or other communicable diseases and/or becoming infected with such illness can include a requirement to quarantine, loss of income, medical expenses including the costs of hospitalization, permanent disability or death.

I have reasonably assessed the risks involved in the Activity(s) and have made an informed and voluntary choice to participate.

## AGREEMENT TO RULES

I agree that I alone, and not the Club or any other Member of the Club, am responsible for my decision to participate in the Activity(s) and my ability to fully understand any directions or warnings presented.

I agree that I will not participate in any Activity(s) when I have any reason to believe that I should be quarantined or I have been exposed to Covid-19 or I have been exposed to any other person who has been exposed to Covid-19.

I agree that I will comply with all rules, guidelines, or requirements stated by the Club concerning the Activity(s). If I notice any risks during an Activity, I agree that I will stop participating in the Activity immediately and remove myself from the area of risk.

I agree that I will comply with all rules, orders or requirements from the County and City where I reside and of the State of California, that I am responsible for knowing those rules, orders and requirements and that by making the Activity available, the Club is not responsible for determining such compliance by me but, instead, relies upon my agreement to comply with such rules, orders and requirements.

**WAIVER, RELEASE AND COVENANT NOT TO SUE**

By signing below, I agree to the following:

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, I RELEASE AND PROMISE NOT TO SUE THE CLUB OR ANY MEMBER OF THE CLUB FOR ANY CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES (WHETHER ECONOMIC OR NON-ECONOMIC), DAMAGES, EXPENSES, COSTS OR LIABILITY OF ANY NATURE WHATSOEVER ARISING FROM OR IN CONNECTION WITH ANY ACTIVITY(S), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY.**

I expressly waive the protections of Section 1542 of the California Civil Code (“Section 1542”), which provides: **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS/HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM/HER MUST HAVE MATERIALLY AFFECTED HIS/HER SETTLEMENT WITH THE DEBTOR.**

I intend this Release and Waiver to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that if any portion of this Waiver and Release is held to be invalid, the balance notwithstanding shall continue in full force and effect.

**AGREEMENT TO INDEMNIFY**

I agree that if I or anyone else make a claim against the Club relating to an Activity arising from or relating to me or any minor on whose behalf I have consented or any Guest who I have sponsored, I will fully defend and indemnify and hold the Club and each of its Members harmless from any liability, demand, loss, damage, or costs which they may incur as the result of such claim.

**I HAVE READ THIS RELEASE AND WAIVER AND FULLY UNDERSTAND THE TERMS CONTAINED IN IT. I HAVE ENTERED INTO IT FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT.**

Date: \_\_\_\_\_

Printed Name of Signer: \_\_\_\_\_ Signature: \_\_\_\_\_

Printed Name of Minor Child (if any) Consented For: \_\_\_\_\_