

Park City Mountain Sports Club (PCMSC) - Activity Release Form

version 09.06.2016

Voluntary Participation: I acknowledge that my participation in any PCMSC activity is voluntary; and that this non-profit organization is managed and operated by its volunteer members. I select activities that I choose to participate in based upon my personal evaluation and consideration of my abilities, knowledge and health. I will not delegate my decision in any activity to anyone, including event leaders or persons of leadership in the PCMSC. I alone am responsible for my decisions.

Assumption of Risk: I am aware the PCMSC activities involve risks, and could result in injury, illness, death, and damage or loss of property. PCMSC is not, nor does it provide a professional guiding service. In order to participate in PCMSC activities, I am willing to accept the risk and uncertainty as being a part of the activity, including transportation to and from an activity. ***I acknowledge this risk, and assume full responsibility for any and all injury, illness, death, I may receive or damage and loss of my property.***

Preparation: I understand that it is my responsibility to evaluate the type and difficulty of any activity I participate in, and decide whether I am prepared by having the experience, skill, knowledge, equipment, and the physical and emotional stamina to safely participate. Any description that is provided to me, either in writing or orally, is only to be considered a general expectation of an activity or should not be relied upon as a specific statement of what may be encountered. I also understand that an activity may be described as moderate, while a participant, based upon their individual training and experience, may view it as strenuous.

Cooperative Activity: To facilitate an enjoyable and safe experience for all participants, I agree to cooperate with others and follow the guidance of the designated Trip/Activity Leader. I acknowledge that uncooperative or unsafe behavior may result in me being prohibited from continued participation in that activity or participating in future club activities. I acknowledge my right to terminate my involvement at any time in an activity. Should I make this election, I agree to provide notice of termination to the Trip/Activity Leader.

Release of Liability and Promise Not to Sue: I agree that I, my heirs, successors in interest, executors, administrators, guardians and my personal representatives hereby release and hold harmless from all claims and liability, and promise not to bring suit, or pursue a suit should they be joined as a party, or claim against the PCMSC, its leaders, directors, officers, agents, representatives, organizers and activity leaders including any assistants, for any injury, illness, death, or damage and loss of property resulting from my participation in any PCMSC activity even if they negligently caused the injury or damage. This release and hold harmless agreement also includes claims that may arise from my agreeing to ride in a motor vehicle for transportation to or from an event, regardless if I contribute funds toward gasoline or general operating expenses. I acknowledge that any financial contribution I may make for these expenses or funds provided to the person who provides the vehicle has not and will not create the relationship of a hired driver or provider of a motor vehicle for commercial transportation purposes. This waiver and release shall not bar a claim for injuries, death or damage against an individual based upon that person's intentional wrongful and injurious acts. By signing this release I do not intend that I am participating with the driver or owner of any motor vehicle to modify the terms of any insurance they maintain on the vehicle I am riding in, but clarifying our relationship.

Reimbursement of Legal Fees. Should I or my representative, including my estate, assert a claim in violation of this agreement against the PCMSC, any trip/activity leader, officer, director, agent, representative or someone on their behalf, I agree to be responsible for the attorney's fees and costs incurred in the defense of such claim. This shall not be construed as a right of PCMSC to request attorney's fees or costs from any other member and only applies for a claim or law suit that I, or my representative, file in violation of this agreement.

Insurance: I certify that I have sufficient insurance to cover any bodily injury or property damage that I may incur while participating in any PCMSC activity. If I have no such insurance, I certify that I am capable of paying for all such expenses and liabilities.

I have read the Release and understand all of its terms. I execute it voluntarily and with full knowledge of its significance. I am at least 18 years old.

Date: _____ Activity _____ Leader _____

Print Name

Signature

PCMSC

Phone Numbers

Member Y/N

Your Cell

Emergency Contact

1 _____
2 _____
3 _____
4 _____

Park City Mountain Sports Club - *Activity Release Form*, additional page

By signing below I acknowledge that I have read, understood and agree to the terms and conditions of the PCMSC Activity Release Form to which this is attached.

Date _____ Activity _____ Leader _____

Print Name

Signature

PCMSC

Phone Numbers

Member Y/N

Your Cell

Emergency Contact

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