

SKI DUCK

Skiing and snowboarding for **D**isabled and **U**nderprivileged **C**hildren and older **K**ids



SkiDUCK – CHILD / MINOR RELEASE OF LIABILITY

1. Inherent Dangers of Activities, Responsibilities of Participants

- a. I am aware that skiing, snowboarding, and other snow-sport 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 for my child. I accept responsibilities for my child 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.
- b. I understand the nature of these activities and assume responsibility for my child's physical fitness and capability to perform the activities involved. I also assume responsibility for obtaining any medical examination relating to my child's physical capability and fully assume the risk of failing to obtain any said medical examination for my child.

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

- a. In consideration of acceptance of my child's enrollment in a program or event and/or services received by my child, 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, or death of my child 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 child's personal safety and belongings while participating in a SkiDUCK program or event. My child's participation in any activity is purely voluntary, and I elect to enroll my child 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 child's 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 rental or gifted equipment provided to my child for use during a SkiDUCK program or event, AS IS. I agree to be fully responsible for the equipment while it is in my child's possession and that rentals be returned by the agreed time/date. I agree that I may incur additional charges if the rental 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 or my child fail to return.
- b. I accept the risks to my child 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 and any other equipment that my child may use. I understand that it is my and my child's 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 for my child each season. I certify that I have made no misrepresentations and understand that this equipment is for my child's personal use only.
- c. I understand that the boot/binding system of the ski or snowboard equipment that my child uses may not be equipped with releasable bindings or that releasable bindings may not release at all times or under all circumstances where a release may prevent injury. I understand bindings may release unexpectedly, and also that it is not possible to predict every situation in which they will or will not release. I understand the equipment, including helmet and boot/binding system will not reduce the risk of injury to knees, head or other parts of body at either slow or high speeds or low or high energy impacts, and that they cannot guarantee my child's safety from injury or death.

4. Liability Insurance Only (no medical or transportation)

- a. SkiDUCK does not provide injury or damage insurance for participants or volunteers. I certify that my child has adequate insurance to cover any injury or damage he or she may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that my child has no medical or physical conditions which could interfere with his or her 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 child's 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. Responsibility for Participants Under Age 18 or Not Their Own Guardian

a. By 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, including personal injury, death or property damage 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 liability resulting from 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, including the selection, installation, adjustment, inspection, maintenance or repair of equipment or instructions given or not given.**

7. 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 my child 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 my child will receive from participating in the activities.

ATTENTION: READ THE INFORMATION ABOVE BEFORE SIGNING. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND WILL BAR YOUR RIGHT TO SUE.

Parent/Legal Guardian: Please provide all information, sign and return completed form.

Child's Name (print) _____ Date of Birth: _____

Child's Age: _____ Height: _____ Weight: _____ Shoe size: _____

Child wants to (circle one): **SKI** or **SNOWBOARD** (this is not a guarantee they'll get their choice)

About how many times has your child skied or snowboarded before? (enter number): _____

Parent/Legal Guardian Name (print) _____

Parent/Legal Guardian Signature _____ Date: _____

Relationship to Child (circle one): **Mother** **Father** **Legal Guardian**

Emergency Contact Phone #: _____

All winter Program Participants, regardless of whether or not they will be renting equipment, must check one "Skier Type" box:

I. (Cautious and/or learning Skier/easy terrain, slow speeds)

II. (Moderate Skier/varied terrain and speeds)

III. (Aggressive Skier/skis all terrain and conditions, high speeds)