

Montachusett Ski & Snowboard Club
Release of Liability / Covenant Not to Sue

By my signature below, I, _____, (hereafter known as

(Please print full name clearly)

“Member”), acknowledge that the Montachusett Ski & Snowboard Club (hereafter “MS&SC”) is a non-profit club with unpaid members elected by the MS&SC membership to serve as Executive Officers or members of the Board of Directors per the MS&SC Bylaws, or to act as committee leaders or activity leaders upon appointment by the Executive Officers and/or Board of Directors. The MS&SC has been organized and maintained to offer each member, and guest members, the opportunity to participate in various social and athletic activities at a nominal cost.

The Member acknowledges that that he/she is aware of the hazards inherit in the sport of skiing and snowboarding or that the Member is capable to evaluate the risks and hazards of any other MS&SC sponsored activity. The Member is well aware of the risks of loss, damages, death or personal injury, known or unknown, anticipated or unanticipated, which may result from participating in the sport of skiing, snowboarding or any other athletic endeavor sponsored by the MS&SC, or on premises controlled in whole or in part by the MS&SC. The Member acknowledges that he/she participates at his/her own risk in any and all social or athletic activities of the MS&SC, and that the Member is solely responsible to evaluate and apply his/her own good judgment and capabilities at all times with respect to these activities. The Member agrees to abide by all club rules, policies and procedures and guidelines as outlined in the MS&SC Bylaws, by directives from the Executive Officers, Board of Directors and activity leaders and by general commonsense during the course of his/her membership in the MS&SC.

In consideration of the Member’s membership in the MS&SC, the Member hereby agrees for themselves, all their family, heirs, administrators, executors or assignees, to release the MS&SC and each and every one of the MS&SC membership, the Executive Officers, the Board of Directors, committee leaders, activity leaders or other agents from liability, loss, actions, damages, claims, demands, or any cause of action, and not to sue or otherwise make any claim whatsoever against the MS&SC, any of its members, Executive Officers, Board of Directors, committee leaders, activity leaders or other agents for events or conditions arising out of the Member’s participation in any activity sponsored by the MS&SC, or the Member’s presence at a premises controlled in whole or in part by the MS&SC.

The Member expressly intends this Release of Liability and Covenant Not to Sue to be effective whether or not any loss, damage, death or personal injury results from the negligence of the MS&SC and/or any of its members, Executive Officers, Board of Directors, committee leaders, activity leaders or other agents. The Member understands that negligence means failure to do or act as a reasonable careful person would under the same or similar circumstances, or to commit and act as a reasonable careful person would as not to commit under the same or similar circumstances, to protect him, herself or others from damages, injury or death.

All MS&SC members must sign this Release of Liability, and if less than eighteen (18) years of age then a Parent or Guardian must also sign, in order for the Member to participate in any MS&SC sponsored activity.

Signature _____ Date _____

Signature _____ Date _____

(Signature of Parent / Guardian if 1st Signer under 18 years of age)

Parent / Guardian Name _____

(Please print the name of Parent or Guardian here)