

GRAND TRAVERSE SKI CLUB PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK

In consideration of being permitted by GRAND TRAVERSE SKI CLUB ("GTSC"), its agents, owners, directors, partners, employees, volunteers, participants, property owners, related and affiliated entities, successors and assigns (the "RELEASED PARTIES"), on behalf of myself, my spouse, my children, my ward, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my minor Childs (children)/wards participation in GTYC ski training, activities and events entail foreseeable and unforeseeable inherent risks that could result in physical or emotional injury, paralysis, death, or damage to my child(ren)/ward, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
2. The parent or legal guardian of the participant enters into this contract of waver voluntarily and knowingly makes a rational decision to assess the risks and benefits when determining what is in the best interests of their Child(ren). A parent or legal guardian signing on behalf of their Child(ren) fully recognizes that parents and guardians may make important, even life-altering, decisions on behalf of their children. Parents and guardians possess what a child lacks in maturity, experience, and capacity for judgment required for making life's difficult decisions and I do so acting in the best interest of my child(ren)
3. The Parent or guardian contracts on the parents or guardians own behalf to indemnify the GTSC for any and all losses arising from injuries his or her Child(ren)/ward suffers while participating in the activity offered by the GTSC.
4. I expressly agree and promise to accept and assume all of the risks existing in this activity. My child's (children)/wards participation in this activity is purely voluntary, and I elect my Child(ren)/ward to participate in spite of the risks.
5. I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless RELEASED PARTIES from any and all claims, demands, or causes of action, which are in any way connected with my child's (children's)/wards participation in this activity or their use of GTSC equipment or facilities, including and such claims which allege negligent acts or omissions of RELEASED PARTIES.
6. Should GTSC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
7. I certify that I have adequate insurance to cover any injury or damage that my Child(ren)/ward may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that my Child(ren)/ward may have.
8. **I agree that if the participant is a minor, this Release of Liability and Assumption of Risk agreement is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on that minor participant and myself. I represent that I have full authority as Parent or Legal Guardian to bind the minor participant and myself to this agreement.**
9. **I agree that if the participant is a minor, I further agree to defend, indemnify and hold harmless GTSC from any and all claims or suits for personal injury, property damage or otherwise which are brought by, on behalf of the minor and which are in any way connected with such use or participation by the minor, including injuries or damages caused by the negligence of RELEASED PARTIES, except injuries or damages caused by the sole negligence or willful misconduct of the party seeking indemnity.**
10. I agree as the Parent/Legal guardian of a minor participant, in consideration of being permitted to participate at GTSC, grant GTSC the irrevocable right and permission to photograph and/or record my child(ren)/ward(s) in connection with GTSC to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the Photograph and/or Recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind. All photographs and/or Recordings are exclusive to GTSC.

By signing this document, I acknowledge that if anyone is hurt or property damaged during my child's (children)/wards participation in this activity, I may be found by a court of law to have waived my or the minor participant's right to maintain a lawsuit against GTYC or indemnify any RELEASED PARTIES on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and agree to be bound by its terms.

Print Name of Participants: _____ Birth Date: _____ Relation to you: _____

Print Name of Parent or Legal Guardian of Minor _____
Address _____ City _____ State _____ Zip _____
Email _____ Phone _____

Signature _____ Date: _____