

# DUNCKEL & EAST SKI CLUB LLC, 'THE FARMINGTON SKI CLUB'

## ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT

EFFECTIVE November 1, 2014 through October 31, 2016

### READ CAREFULLY BEFORE SIGNING - THIS AGREEMENT LIMITS YOUR LEGAL RIGHTS

I understand that the sports of skiing and snowboarding (hereafter "the sport") is inherently dangerous and may potentially involve the risk of serious injury or death. Despite the risk involved in the sport, and in consideration of the right to participate in the sport, I VOLUNTARILY AGREE TO EXPRESSLY ASSUME ANY AND ALL RISK OF INJURY OR DEATH which might be associated with participation in the sport and in the Ski Club managed by Dunckel & East Ski Club LLC, hereafter referred to as the FARMINGTON SKI CLUB.

Furthermore, I AGREE NEVER TO SUE, AND TO RELEASE FROM ALL LIABILITY, FARMINGTON PUBLIC SCHOOLS, OUR LADY OF SORROWS SCHOOL, DUNCKEL MIDDLE SCHOOL PTSA, EAST MIDDLE SCHOOL PTSA, OUR LADY OF SORROWS PARENT TEACHER GUILD, POWER UPPER ELEMENTARY SCHOOL PTSA, WARNER UPPER ELEMENTARY SCHOOL PTSA, DUNCKEL & EAST SKI CLUB LLC, AND THEIR OFFICERS, STAFF, EMPLOYEES, CHAPERONES AND VOLUNTEERS (hereafter "collectively referred to as "FARMINGTON SKI CLUB, PARTICIPATING SCHOOLS AND ANY STAFF") for any damage, injury, or death to me or my child arising from participation in the sport and in the Farmington Ski Club, regardless of cause, to the fullest extent permissible by law.

I understand this is a RELEASE OF LIABILITY, which will prevent me or my heirs from filing suit or making any claim for damages in the event of injury or death to me or my child. Additionally, in the event I, my child, my heirs, or a legal representative files law suit arising out of participation in the sport or in the FARMINGTON SKI CLUB, I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE FARMINGTON SKI CLUB PARTICIPATING SCHOOLS AND ANY STAFF from any damages, attorney's fees or costs associated with or arising out of such a lawsuit. With the aforesaid fully understood, I nevertheless enter into this agreement freely and voluntarily, and agree and understand that it is binding upon me, my heirs, assigns, and legal representatives. I also agree to indemnify the FARMINGTON SKI CLUB, PARTICIPATING SCHOOLS AND ANY STAFF for any and all claims brought by a third party which may arise from the participant's or my participation in the sport and in the FARMINGTON SKI CLUB.

If I am signing this Liability Release on behalf of a minor (less than 18 years of age):

1. I represent and warrant that I am the parent and/or legal guardian of such Child and that the Child is in good health and there are no special problems associated with the care of the Child;
2. I accept responsibility for all of the Child's medical expenses incurred in connection with the sport;
3. I agree to indemnify and defend the FARMINGTON SKI CLUB, PARTICIPATING SCHOOLS AND ANY STAFF for any and all claims brought by or on behalf of the Child in connection with the sport or participation in the FARMINGTON SKI CLUB; and
4. I agree to indemnify and defend the FARMINGTON SKI CLUB, PARTICIPATING SCHOOLS AND ANY STAFF for any and all claims brought by any third party arising in connection with my Child's participation in the sport or participation in the FARMINGTON SKI CLUB.

I understand and agree that this agreement is severable, and that if any clause is found to be invalid, the balance of this contract will remain in effect and will be valid and enforceable. I agree that any action will be brought in the State of Michigan, Oakland County, City of Farmington Hills. Any and all disputes will be subject to and determined under the laws of the State of Michigan, Oakland County, City of Farmington Hills.

I also understand and agree that participants in the FARMINGTON SKI CLUB shall conduct themselves responsibly and in accordance with the Farmington Public Schools Student Code of Conduct. Failure to abide by these rules will subject the participant to discipline at the sole discretion of the FARMINGTON SKI CLUB staff, volunteers or chaperones, including, but not limited to, exclusion from future participation in ski club activities and the loss of any membership fees.

By registering on the farmingtonskiclub.com web site, and checking the box next to "I agree to the Terms and Conditions of the Ski Club Liability Release Agreement", I am indicating that I have read and agree to the terms and conditions set forth in this document, and understand that Registration requires acceptance of this agreement. Further, by then clicking on the button beneath that labeled "Register", I agree to accept and intend to be contractually bound by the terms and conditions set forth herein. As proof of acceptance of this agreement and registration with the club, my name, initials, IP address (internet protocol), and the time and date were recorded in my profile on the farmingtonskiclub.com web site. Registrant may obtain a paper copy of this Liability Release by printing this document.

By registering and accepting these terms and conditions, I verify that I am the parent/guardian of the minor whose name appears on my profile on the farmingtonskiclub.com web site in the fields labeled Student First Name and Student Last Name, and I have correctly entered my name in the fields marked Parent/Guardian First Name and Parent/Guardian Last Name, and that I have the authority to enter this agreement on behalf of the minor described in my profile. I and my Child agree to be bound by all of the above terms and conditions.

PRINT NAME OF PARENT/GUARDIAN

SIGNATURE OF PARENT/GUARDIAN

DATE