



**SPORT PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

Please read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with Sport, Venue Use and Related Activities.

I, \_\_\_\_\_ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with MONTEREY SKI & SOCIAL CLUB activities, transportation of equipment related to the activities, and traveling to/from activity sites in which I am about to engage. Inherent hazards and risks include but not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that may result in permanent disability and death.
2. Possible equipment failure and/or malfunction or misuse of my own or others' equipment.
3. I AGREE THAT I WILL WEAR APPROVED PROTECTIVE GEAR AS DECREED BY THE GOVERNING BODY OF THE SPORT I AM PARTICIPATING IN. However, protective gear cannot guarantee the participant's safety. I further agree that no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord.
4. Variation and/or steepness of terrain, variation or changes in surfaces including but not limited to snow surfaces, ice, bare spots, rocks, stumps, debris, cliffs, trees, fences, posts, trees, light poles, signs, buildings, roads, walkways, ramps, rails, stairs, pyramids, manual pads, bowls, half-pipes, jumps, padded and nonpadded barriers, other persons, and other natural and man-made hazards.
5. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, riding surfaces or other obstacles.
6. Exposure to the elements and temperature extremes may result in frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
7. Dangers associated with exposure to natural elements include but are not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and other weather conditions.
8. Accidents or illness occurring in remote places where there are no available medical facilities.
9. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
10. Impact or collision with other athletes, spectators, facility employees, pedestrians, motor vehicles, and cyclists.

\*I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness, or death. Release of Liability, Waiver of Claims and Indemnity Agreement In consideration for being permitted to participate in the above described activity(ies) and related activities, I hereby agree, acknowledge and appreciate that: 1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees. MONTEREY SKI & SOCIAL CLUB

2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as result of my engaging in the above activities.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

4. This agreement shall apply to any and all injury, disability, death, or loss or damage to person or property occurring at any time after the execution of this agreement. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature of Participant \_\_\_\_\_

Name of Participant (Print) \_\_\_\_\_ Date \_\_\_\_\_

## MONTEREY SKI AND SOCIAL CLUB--MEMBERSHIP SURVEY FORM

\*Please tell us how you heard about our Club:

\_\_\_\_\_ The Yellow Pages \_\_\_\_\_ I saw it on the Internet \_\_\_\_\_ I saw an ad in: \_\_\_\_\_

\_\_\_\_\_ Through Club member (name) \_\_\_\_\_ Other: \_\_\_\_\_

\*We would like you to get involved with YOUR Club. Please check all those that apply to you:

\_\_\_\_\_ I am retired and have time to help with Club or volunteer events.

\_\_\_\_\_ I would consider the club using my home for a special event-- if others help plan it, etc.

\_\_\_\_\_ I like to hike or just walk and have some favorite locations to share with members.

\*What is the main thing you are hoping to get out of the Monterey Ski and Social Club?

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### **YOUR Club Needs YOUR Support!**

We want our Members to get the MOST out of their Memberships!

This is done by supporting your Club. Your Board of Directors is encouraging you to commit to at least one of the following ways to support our Club between Oct. 2018 and Sept. 2019:

***Please mark ONE or more:***

\_\_\_\_\_ Host or co-host an event this Club Year. We will help you select an event, you provide the time and location. It can be as easy as a Saturday morning walk...a hike...dinner party...movie...etc. These are great ways to meet fellow members!

\_\_\_\_\_ Volunteer at least 8 hours of my time to a Club-Sponsored Volunteer Opportunity. These are the events where we receive a donation for our volunteer efforts —the April Sea Otter Classic bicycle races, summer motorcycle races, the August Reunion Car Races at Laguna Seca and other opportunities.

\_\_\_\_\_ Support our Holiday Poinsettia fundraiser during the Holiday Season by buying-- or selling-- at least 10 Poinsettias.

\_\_\_\_\_ Support our New Members Night Fundraising Raffles in the Fall or Winter by providing at least one Raffle item valued at \$35 or more. Think: Gift Certificates, show tickets, dinner for two, bottles of wine, movie tickets, etc.

\_\_\_\_\_ Serve on Our Board of Directors as either a Director or Assistant Director.

***Thank you!***

**“The MORE you put INTO YOUR Club...The MORE you'll get OUT OF YOUR Club!”**

**Please complete the Volunteering Charter on the back → →**

## MONTEREY SKI AND SOCIAL CLUB VOLUNTEERING CHARTER

Volunteering is a unique part of Your Club. Very few other Ski Clubs offer its members the opportunity to be a vital part of the many fundraisers in their community. We have a tremendous 23-year history of providing reliable volunteers.

**We won First Place in 2009, 2011, 2018 and 2019 and Runner-Up in 2014,  
in the Far West Ski Association's Special Recognition Award competition  
for the most "Outstanding Charity & Community Service" Club out of over 130 Ski Clubs!**

***We want to keep this spirit alive and growing! The fundraisers we volunteer for as a Club:***

- Rely on our help for them to raise the maximum amount of funds
- Count on our help for the event to take place
- Often give the Club or our volunteers some benefits for their help

***For any Club-sponsored, group Volunteer Opportunity, one that is coordinated through Your Club, it's important to note that:***

- You are representing the Monterey Ski and Social Club. Your actions directly reflect upon Your Club's exceptional reputation for providing good, dependable volunteers.
- Any benefits for volunteering should be considered "icing on the cake."
- Your volunteer hours should be "given from the heart for the good of the cause" without expectations of any material benefits such as clothing or other items, though they are sometimes donated to us.
- Your Club has promised that the Members who have signed up will be there for the full time period.
- Your Club has promised that their jobs will be done to the highest volunteer standards.

***As a Member of the Monterey Ski and Social Club, it is crucial that you:***

- Sign up and commit to only those Volunteer Opportunities that you know you will be able to fulfill.
- If for some reason you are unable to volunteer, you need to immediately inform the Club Volunteer Coordinator, the fundraiser volunteer coordinator or the Club President at 831-224- 2433
- If you can't make it, it is your responsibility to find your replacement
- It's NOT okay to just not show up. Others will have to work extra hard.
- Are on time for your scheduled shift and in the prescribed "uniform" for the event
- Stay at your position until relieved by the event Volunteer coordinator
- Know what you need to do. Please ask questions if you don't.
- **Have a good positive attitude and have fun!**

I acknowledge and will uphold the above expectations.

Signature: \_\_\_\_\_