



# Peninsula Ski Club

## Release and Waiver of Liability and Indemnity Agreement

IN CONSIDERATION of applying for, or renewing, my/our membership in the Peninsula Ski Club (“PSC”), the undersigned for himself or herself and his and/or her children, and any personal representatives, heirs and next of kin, hereby enters into this Release and Waiver of Liability and Indemnity Agreement.

The undersigned acknowledges, agrees and represents that he or she has inspected, or immediately upon entering will inspect, the PSC lodge located at 10053 Lake Angela Drive, Norden, California (the “Lodge”). IN FURTHER CONSIDERATION of being permitted to enter and use the Lodge for any purpose, the undersigned hereby agrees to the following:

1. The undersigned on his or her behalf and behalf of such children, and all their personal representatives, assigns, heirs and next of kin hereby RELEASES, WAIVES AND DISCHARGES PSC, its directors, officers, and agents (the “Releasees”) from all liability to the undersigned or such children and COVENANTS NOT TO SUE PSC OR THE RELEASEES for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned or such children, whether caused by the negligence of the Releasees or otherwise while the undersigned or such children are in, upon or about the Lodge, or traveling to or from the Lodge.

2. The undersigned hereby agrees to INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned or such children in, upon or about the Lodge, or while traveling to or from the Lodge.

3. The undersigned hereby ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such children due to the negligence of Releasees or otherwise while in, upon or about the Lodge, or traveling to or from the Lodge.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Signature of applicant/parent: \_\_\_\_\_ Date \_\_\_\_\_

Print name of applicant/parent: \_\_\_\_\_

Signature of co-applicant/parent: \_\_\_\_\_ Date \_\_\_\_\_

Print name of co-applicant/parent: \_\_\_\_\_