

# Bend Ski Club Membership Application 2019/2020

Complete and return with dues payment to:

Bend Ski Club  
P.O. Box 8218  
Bend, OR 97708

[PLEASE PRINT LEGIBLY]

Last Name \_\_\_\_\_ First Name \_\_\_\_\_

E-mail \_\_\_\_\_ Home phone \_\_\_\_\_ Cell \_\_\_\_\_

**Membership**, check one:

Individual \$40.00 \_\_\_\_\_

Share contact info with members? (Y/N) \_\_\_\_\_

Family \$60.00 \_\_\_\_\_

Spouse Information

Last Name \_\_\_\_\_ First Name \_\_\_\_\_

E-Mail \_\_\_\_\_ Cell \_\_\_\_\_

**Amount enclosed:** \$ \_\_\_\_\_ *Signature(s) **required** on page two of this form.*

## Release and Waiver of Liability, Assumption of Risk, and Indemnity

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

IN CONSIDERATION of being permitted to participate in any way in Bend Ski Club activities, including but not limited to on-mountain ski meetups, après ski events, meetings and social events (collectively "Activities") I HEARBY:

ACKNOWLEDGE, agree, and represent that I am at least 18 years of age and that I am qualified, in good health, and proper physical condition to participate in Activities. I further agree and warrant that if, at any time, I believe ski conditions are unsafe, I will discontinue participation.

ASSUMPTION OF RISK: I acknowledge that skiing/snowboarding has risks and dangers of serious bodily injury, including permanent disability, paralysis and death. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized 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 failure and/or malfunction or misuse of my own or others' equipment.
3. I AGREE THAT I WILL WEAR A SKI HELMET. 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, tree wells, fences, posts, poles, signs, buildings, roads, walkways, ramps, rails, stairs, manual pads, bowls, half-pipes, jumps, padded and nonpadded barriers, other persons, and other natural and man-made hazards.

5. During new snow and after a lot of snow, tree wells can form around trees. If skiing near trees, you could fall into a tree well. If so, you may not be able to extract yourself. Falling into a tree well can cause injury or death.
6. 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.
7. Exposure to the elements and temperature extremes may result in frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia, dehydration and other medical problems.
8. 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.
9. Accidents or illness occurring in remote places where there are no available medical facilities.
10. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
11. Impact or collision with other skiers/snowboarders, spectators, facility employees, pedestrians, motor vehicles, and cyclists.
12. Other medical problems, emergencies, issues or events not specifically described herein.

\* I understand this description of risks are not complete and unknown or unanticipated risks may result in injury, illness, or death.

I FULLY ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I INCUR AS THE RESULT OF MY PARTICIPATION WITH THE BEND SKI CLUB. I HEREBY RELEASE AND HOLD HARMLESS, AND COVENANT NOT TO SUE the Bend Ski Club, their officers, directors, representatives, agents, volunteers, members, sponsors and, if applicable, any other affiliate of the Bend Ski Club (each considered one of the RELEASEES herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR PART BY THE NEGLIGENCE OR THE "RELEASEES" OR OTHERWISE. I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND IDEMNITY AGREEMENT, I or anyone on my behalf makes a claim against any of the releasees, I WILL INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY ACCEPTING IT, AND HAVE ACCEPTED IT FREELY WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Spouse signed (if applicable) \_\_\_\_\_ Date \_\_\_\_\_