RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT *(for the 2009-2010 ski season)*

In consideration of myself or my child(ren) participating in the snow ski/snowboard related activities, and/or other activities, offered by Winter Walden Ski Club, Inc., I represent that I or my child(ren) understand that the nature of this activity and that I or my child(ren) are qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge on behalf or myself or my child(ren) that if I or my child(ren) believe event/Activity conditions are unsafe, we will immediately discontinue in the Activity. It is fully understood that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and/or death, which may be caused by my or my child's own actions or inactions, those of others participating in the Activity, the conditions in which the Activity takes place, or the negligence of the "releasees" named below, and that there may be other risks either not known to me or my child, or not readily foreseeable at this time; and I or my child fully accept and assume all such risks and all responsibility for losses, costs and damages I or my child as a result of my or my child's participation in the activity. I hereby release, discharge and covenant no to sue Winter Walden Ski Club, Inc., it's respective administrator, directors, agents, officers, volunteers, and employees, any sponsors, advertisers, and if applicable, owners and lessors or the premises on which the Activity takes place (each considered one of the "Releasees" herein), and release and discharge them from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk, that I, or anyone on my behalf or on behalf of my child, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost which may incur as the result of such claim. I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, and understand that I have given up substantial rights by signing it, and have signed it freely and 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/release agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Participant's name (**Print**) Address City/State/Zip code

Parent/Legal Guardian (**Print**) Phone

Signature of Parent/Legal Guardian Date