

Garden State Ski Club By-Laws

1.7.3 GENERAL RELEASE OF LIABILITY FORM

GARDEN STATE SKI CLUB GENERAL RELEASE INDEMNITY AGREEMENT AND AUTHORIZATION

PLEASE READ CAREFULLY

I understand that the Garden State Ski Club, Inc. (hereafter the "Club") is a year-round skiing, sports and social club, which sponsors a variety of activities, including skiing, ski racing, ski instruction, camping, canoeing, softball, and other sports and social events. I am aware that many of the Club's activities, including skiing, ski racing and ski instruction, are inherently dangerous activities, which involve the risk of serious injury or even death. I understand that the Club is a non-profit organization and that its members, officers, directors, delegates, committee chairpersons, committee members and instructors serve only in the capacity of volunteers. I agree that by participating in any Club-related activity, I am responsible for my own safety and agree that I knowingly and voluntarily assume the risks involved in any such activity.

I also recognize that COVID-19, along with other viral and bacterial infections are extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and individuals with underlying medical conditions are especially vulnerable. I agree to follow all COVID-19 and any other disease related posted instructions while visiting the Garden State Ski Club lodge or attending a Garden State Ski Club activity. An inherent risk of exposure to COVID19 and to other disease vectors exists in any public place where people are, or had been, present. By visiting the Garden State Ski Club lodge or attending a Garden State Ski Club event, I voluntarily assume all risks related to exposure to COVID-19 and to other disease vectors.

In addition, and to the fullest extent allowed by law, I agree that I will not institute any lawsuit or other legal action against the Club, its officers, directors, delegates, committee chairpersons, committee members, instructors, agents, representatives, servants, insurers or assigns as a result of my participation or injury at any Club related activity, unless due to gross negligence or intentional acts of the Club; nor will I institute any lawsuit or other legal action against Club members as a result of my participation or injury at any Club-related activity, unless due to gross negligence or intentional acts of the member(s), nor will I voluntarily assist anyone else in the pursuit of any such lawsuit or other legal action.

I also agree to release the Club, its officers, directors, delegates, committee chairpersons, committee members, instructors, agents, representatives, servants, insurers, other club members and assigns from any and all liability, claims, actions, suits, judgment, damages, and costs that may result by reason of my participation in or injury from any Club related activity, unless due to gross negligence or intentional acts of the Club. This Release shall bind me, my distributees, heirs, executors, representatives, successors, and assigns.

I understand and acknowledge that the Club is acting in reliance upon agreements made by me in this Release in order to extend to me the benefits of membership in the Club and that, were I not willing to abide by the terms of this document, such membership and opportunity to participate in Club-related activities would not be extended to me. I further understand and acknowledge that Club members are acting in reliance upon agreements made by me in this Release in volunteering their services and, in some instances, their homes and that, were I not willing to abide by the terms of this document, their services and homes would not be extended to me.

Signed: _____

Date:_____

(Print Name)