

**ISLAND WINDJAMMER ADVENTURE TRIP
British Virgin Islands, May 19—26, 2019**

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 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 all activities of the FWSA Island Windjammer Adventure Trip including but not limited to transportation related to the activities, and traveling to and from activity sites in which I am about to engage. **Inherent hazards and risks include but are not limited to:**

1. Travel involves the risk of delays, inconveniences, theft, terrorism, crimes, personal losses, and mechanical problems.
2. "Acts of God" or other actions taken by governments or their civil authorities, or common carriers that would impede FWSA's delivering any or all of the contracted services, may result in injury, inconvenience, or harm relating to such risks or events, and are not within FWSA's control.
3. Injury, sickness, illness, quarantine, or accidents occurring in remote places where there are no available medical facilities may result from participation in any activity during the Trip.
4. Variation and/or steepness of terrain, variation or changes in surfaces including but not limited to snow, water, and sand surfaces, ice, bare spots, rocks, stumps, debris, cliffs, trees, fences, posts, trees, light poles, signs, buildings, roads, walkways, 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. 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.
7. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
8. Impact or collision with other 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.**

WARNING

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: Far West Ski Association (FWSA) and their directors and officers, FWSA Ski Councils and their directors and officers, FWSA Ski Clubs and their directors and officers, and their successors and assigns.**
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 a 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.

S/ _____

Signature of Adult Participant

_____ **Name of Adult Participant (Please Print)**

_____ **Date**

FOR PARTICIPANTS OF MINORITY AGE: *This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.*

S/ _____

_____ **Signature of Parent or Adult Legal Guardian if Participant is a Minor**

_____ **Name of Parent or Adult Legal Guardian (Print Clearly)**

_____ **Date**

_____ **(Print Name of Minor Child)**