

SkiVenture Inc.

Membership and Renewal Application
113 Hetcheltown Road - Glenville NY 12302
(518) 384-2041

I, the undersigned, hereby agree, in joining this club, to forever release and discharge the organization promoting this club and its events, and its officers and members, SkiVenture Inc., and all other participants in club events, from any and all loss, injury, expense, damage, cause of action, or any claim whatsoever, which I may suffer or sustain, or which may arise out of or in connection with SkiVenture, the club, its property, the events and my participation therein, I understand the SkiVenture Rules and Bylaws and fully understand the requirements of club participation contained therein. I, my spouse, and all my family members including guests I invite declare that we are competent to join this club and participate in club events and do so with full knowledge of the dangerous nature of skiing / boarding and its inherent risk of physical injury.

Ski Venture Liability and Guests

Ski Venture continues to offer affordable family skiing by not carrying liability insurance for its members or its guests. Everyone at SkiVenture must ski at their own risk. You may invite guests, however, be careful about inviting minors without their parents. We cannot guarantee complete safety when skiing; accidents are always a possibility. The parents of injured minors are going to be much more understanding if they were present and knew that an accident couldn't be avoided. To assure continued operation of Ski Venture, your complete cooperation and understanding is required concerning all operating procedures.

SkiVenture is not a commercial ski area. Although the lifts and safety devices are inspected yearly by a NY State inspector, all of the responsibility of skiing, terrain, and any other conditions associated with the club are solely the responsibility of the club member.

2011-2012 Annual Rates:

- \$60.00-Family membership
 \$100.00 - Sustaining family membership (includes reduce price tickets at Maple Ridge and Willard Mountain) **Members must show a Ski Venture Membership card**

Family Name: _____

Applicant's First Name: _____

Spouse's Name: _____

Address: _____

City / Town / ZIP: _____

Phone: _____ E-mail: _____

Signature _____

Family Member's/Dependents:

Name Age:

1. _____

2. _____

3. _____

4. _____

----- For Office use -----

Date Rcd _____ Check # _____ Amount _____

PLEASE SIGN REVERSE SIDE / PAGE 2 OF FORM

**RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK INDEMNITY AGREEMENT**

IN CONSIDERATION of being permitted to enter upon, be present at, and use the (**SkiVenture INC.**), property (hereinafter referred to as the "Premises"), from the date hereof and for any and all dates thereafter, for any and all purposes and activities including, without limitation, the operation, engagement, racing (competitive or otherwise), or maintenance of any motorized mode of transportation, including without limitation, snowmobile and motorcycles, any and all other activity incidental thereto, including without limitation the passive, casual, or active observance of any of the aforementioned purposes and activities (hereinafter collectively referred to as the "Activities"). The undersigned, on behalf of the undersigned, the undersigned's personal representative, heirs, next of kin, and any and all other persons using the premises for the Activities as a guest of the undersigned (hereinafter collectively referred to as the "Undersigned").

1. Acknowledges, agrees, and represents that immediately upon entering the Premises the Undersigned shall continuously thereafter, inspect every area of the Premises which the Undersigned enters, and the Undersigned further agrees and warrants that, if at any time, the Undersigned is in or about any part of the Premises and feels anything to be unsafe, the Undersigned will immediately advise a representative, employee, or agent of the owner of the Premises of such and if necessary will leave the Premises and/or refuse to participate in the Activities.
2. Hereby **releases, waives, discharges and covenants not to sue the** owner of the Premises, any individual engaging in the activities, rescue personnel, and the Premises inspectors, surveyors, underwriters, consultant and others who give recommendation, direction, or Instructions or engage in risk evaluation or loss control activities regarding the Premises, and each of them, the directors, officers, agents and employees (hereinafter referred to as "Released"), from all liability to the Undersigned for any and all 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 arising out of or related to the use of the Premises for the Activities, **whether caused by the negligence of the Releases or otherwise.**
3. Hereby agrees to indemnify and **save and hold harmless the Releases** and each of them from any loss, liability, damage, or cost they may incur arising out of or related to the use of the Premises for the Activities **whether caused by the negligence of the Releases or otherwise.**
4. Hereby **assumes full responsibility** for any risk of bodily injury, death, or property damage arising out of or related to the use of the Premises for the Activities **whether caused by the negligence of Releases or otherwise.**
5. Hereby acknowledge that the Activities are very dangerous and involve the risk of serious injury and/or death and/or property damage. The Undersigned, also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releases.
6. Hereby agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement Extends to **all acts of negligence by Releases, including negligent rescue operations** and is intended to be as broad and inclusive as is permitted by the Laws of the State of New York, that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me, intend my signature to be a complete, continuing and unconditional release of all liability to the greatest extent allowed by law.

Print Full Name

Signature:

Date:
