

NEW BRITAIN FALCONS SKI & GOLF CLUB RELEASE FORM
PLEASE READ CAREFULLY. THIS IS A RELEASE OF LIABILITY AND CODE OF CONDUCT AND
WAIVER OF CERTAIN LEGAL RIGHTS.

1. The adult or child who is a member of the New Britain Ski & Golf Club may be referred to hereinafter as "Member.". "THE UNDERSIGNED" means only the MEMBER when the MEMBER is age 18 or older OR it means both the MEMBER and the MEMBER's parent or legal guardian when the MEMBER is under the age of 18. THE UNDERSIGNED agree and understand that taking part in any outdoor activity including but not limited to skiing, snowboarding, hiking, biking, golfing, and kayaking, (hereinafter the "ACTIVITY") can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.

2. THE UNDERSIGNED are advised that a person using any of the facilities of a ski area is considered a skier. THE UNDERSIGNED acknowledge and understand the following WARNING concerning the dangers and risks of skiing and understand that the MEMBER, as a "skier, ASSUMES THE RISKS associated with being at a ski resort:

THE UNDERSIGNED acknowledges and understands that the New Britain Ski & Golf Club, by itself or with other ski clubs has arranged ski trips, outings and other events in which the undersigned may elect to participate. The Undersigned acknowledges that the outings in which the undersigned elects to engage involve a risk of injury to person and/or property.

3. THE UNDERSIGNED further agree and understand that risks associated with the ACTIVITY, in addition to those previously listed, include, but are not limited to: marked and unmarked obstacles, slick or uneven walking surfaces, surfaces covered with ice and snow, rugged mountainous terrain, strenuous activity, high altitude, drills, exercises, and free skiing. The MEMBER assumes the responsibility of maintaining control at all times while engaging in the ACTIVITY. The MEMBER is responsible for reading, understanding and complying with all signage, directions, including instruction on use of the lifts. THE UNDERSIGNED recognize that the MEMBER must have the physical dexterity and knowledge sufficient to safely load, ride and unload the lifts. The MEMBER assumes the risks of riding the lifts and engaging in activities accessible from the lifts.. THE UNDERSIGNED understand that snowmobiles, snowmaking and show-grooming equipment may be encountered at any time. THE UNDERSIGNED recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the ACTIVITY.

4. In consideration for allowing the MEMBER to participate in the ACTIVITY, THE UNDERSIGNED hereby ASSUME ALL RISKS associated with the MEMBER'S participation in the ACTIVITY. Additionally, THE UNDERSIGNED AGREE TO HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY The New Britain Ski & Golf Club, its officer and directors, and its successors and assigns and their respective insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "RELEASED PARTY") FOR ANY AND ALL LIABILITY and/or claims for injury or death to persons or damage to property arising from the MEMBER'S participation in the ACTIVITY, including those claims based on any RELEASED PARTY'S alleged or actual NEGLIGENCE or BREACH OF any express or implied WARRANTY. By signing this release,

THE UNDERSIGNED AGREE NOT TO SUE any Released Party and agree they are releasing any right to make a claim or file a lawsuit against any Released Party. THE UNDERSIGNED further AGREE TO DEFEND AND INDEMNIFY each RELEASED PARTY for any and all claims of THE UNDERSIGNED and/or a third party arising in whole or in part from the PARTICIPANTS participation in the ACTIVITY.

5. New Britain Ski & Golf Club recommends the use of helmets while participating in the ACTIVITY. THE UNDERSIGNED understand that helmets may reduce or mitigate the severity of head injuries to the MEMBER, but are in no way a guarantee of safety. THE UNDERSIGNED recognize that helmets have limited capability as far as shock absorption and *that* serious injury or death can result from both low and high-energy impacts, even when a helmet is worn.

6. THE UNDERSIGNED represent that the MEMBER is in good health and there are no special problems associated with his/her care. THE UNDERSIGNED authorize any RELEASED PARTY and/or their authorized personnel to call for medical care for the MEMBER or to transport the MEMBER to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. THE UNDERSIGNED agree that upon the MEMBERS transport to any such medical facility or hospital that the RELEASED PARTY shall not have any further responsibility for the MEMBER. Further, THE UNDERSIGNED agree to pay all costs associated with such medical care and related transportation provided for the MEMBER and shall indemnify and hold harmless the RELEASED PARTY from any costs incurred therein, or any claims arising there from.

7. THE UNDERSIGNED agree and understand that this release is applicable to each and every day the MEMBER participates in the ACTIVITY for the membership year.

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8. In the case of a minor MEMBER, the undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor and that the minor shall be bound by all the terms of this release. Additionally, by signing this release as the parent or legal guardian of a minor PARTICIPANT, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agrees that but for the foregoing, the minor PARTICIPANT would not be permitted to participate in the ACTIVITY.

9. By signing this release without a parent or guardian's signature, the PARTICIPANT represents that he/she is at least 18 years of age, or, if signing as the parent or guardian of the PARTICIPANT, you represent that you are the legal parent or guardian of the minor PARTICIPANT. This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of THE UNDERSIGNED.

NEW BRITAIN SKI & GOLF CLUB CODE OF CONDUCT

All individuals having been accepted into membership in the New Britain Ski & Golf Club do hereby accept and subscribe to the Code of Conduct of the New Britain Ski & Golf Club.

I/we the undersigned understand that camaraderie among the members is a crucial component of the New Britain Ski & Golf Club's purpose and enhances the enjoyment of club activities by everyone. As a result I/we agree to the following:

- a) I/we will exhibit courtesy, good behavior and show respect for fellow members, group leaders, officers and other parties while on or involved in any club-sponsored activity;
- b) I/we understand that offensive conduct, making threats, sexual harassment and intimidating behavior is not acceptable and will not be tolerated,
- c) I/we will obey all federal, state and local laws while participating in club functions and the rules and authorities of establishments where club function may be held;
- d) I/we will support and promote safety at all club-sponsored functions.

I/we understand and accept that violations of this "CODE OF CONDUCT" can result in disciplinary action up to and including termination of my/our membership in the New Haven Ski Club.

The undersigned have carefully read and agree to the above Release of Liability and Code of Conduct and understand that I/We have given up certain legal rights by signing it and sign it voluntarily.

(1)

Print Member Name	Member Signature	Date
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(2)

Print Member Name	Member Signature	Date
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