

Los Padres Ski Club Kern River rafting trip 2020
WAIVER AND RELEASE OF LIABILITY AND CONDUCT POLICY
(READ BEFORE SIGNING)

In consideration of being allowed to participate, in any way, in the Los Padres Ski Club programs, related events, and activities I, _____ (Participant's Name Printed) the Undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from many of the activities is significant, including the potential for permanent paralysis and death, and while particular skills, rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE AND HOLD HARMLESS** Los Padres Ski Club, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and leasers of premises used to conduct the event ("**RELEASEES**"), **WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.

Activity participant agrees that this release will apply to all known and unknown as well as unanticipated claims, injures and damages resulting from club activities, as well as, those now disclosed and all rights under section 1542 of the Civil Code of California are hereby expressly waived. Section 1542 of the Civil Code of California reads as follows:

“A general release does not extend to claims which the (person signing the release) does not know or suspect to exist in his (or her) favor, at the time of execution of the release, which if known by him (or her) must have materially affected his (or her) signing the release.”

In addition, I have read, understand and agree to the Los Padres Ski Club (LPSC) Conduct Policy which states: *“All participants are requested to observe common courtesy and generally accepted standards of behavior. LPSC will not tolerate violation of any federal, state, or local laws or ordinances. Illegal use of drugs, tobacco or alcohol will cause the participant to be removed from the event. Additionally, CSSC will not reimburse the participant for any forfeited payments. LPSC may also choose, for the benefit of all participants, to prohibit smoking or alcohol at events. Participants who display obnoxious or offensive behavior in violation of this conduct policy, as determined by the LPSC event representative, may be removed and/or isolated from the group. Participants shall adhere to the requirements of the LPSC event packages (i.e. lift tickets) and not transfer, resell or barter all or portions of the package. Only LPSC or the issuing agency may compensate the participant for the unused portion or transfer. Failure to comply may result in exclusion from future LPSC sponsored activities.*

LPSC maintains a strict policy prohibiting harassment or discrimination of any type. Additionally, if behavior offensive to others (profanity, off-color humor) continues after the offending person is asked by a LPSC representative to refrain from its use, the offending participant may be subject to sanctions up to removal from the activity and/or removal from the club.

I have read and understand the above statements, and I am signing this document, granting this release and participating in this activity voluntarily. I also agree to abide by the LPSC conduct policy.

_____ See Attached _____ (Participant's Signature)	_____ (Emergency Contact)	_____ (Phone Number)
_____ (Date)		