



## FLSC – COVID-19 Liability Acceptance Policy

### Completing Registration Acknowledges that you have Read & Agree with ALL

**RELEASE AND WAIVER:** In consideration of participating in a Fox Lane Ski Club sponsored event, I do hereby forever release, waive, discharge, and covenant not to sue The Fox Lane Ski Club and its past, current, and future officers, directors, employees, members, volunteers, contractors, representatives, parents, owners, affiliates, agents, successors, and assigns (collectively, "FLSC") from any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but not limited to those for personal injury, sickness, or death, as well as property damages and expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the future, in any way related to COVID-19 and in connection with my participation in the Club activities.

**ASSUMPTION OF RISKS:** I understand that while the FLSC has undertaken reasonable steps to lessen the risk of transmission of COVID-19 in connection with FLSC activities, the FLSC is not responsible in any manner for any risks related to COVID-19 in connection to activities sponsored by the FLSC. I understand that the World Health Organization has classified the COVID-19 outbreak as a pandemic. I further understand that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death. Participation in FLSC sponsored activities (including any related travel) carries with it certain inherent risks related to COVID-19 transmission ("Inherent Risks") that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks. I hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks.

Furthermore, I represent and warrant that on the day of any FLSC activities, I will ensure that I will NOT attend any FLSC sponsored activity if I am showing any symptoms of illness or elevated temperature or any medical condition or that might in any way hinder myself or cause a risk for others by participating in a FLSC sponsored event. This COVID-19 Assumption of Risk, Release, and Waiver of Liability Agreement ("Agreement") shall be binding on my heirs, executors, administrators, successors, and assigns. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by applicable laws, and that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. This Agreement contains the entire understanding of the parties relating to the subject matter, and shall not be altered, modified, amended, waived or supplemented in any manner whatsoever except by a written agreement signed by both parties hereto or their duly authorized representatives. This Agreement may be executed, made and delivered electronically. To the maximum extent permitted by applicable law, I (a) covenant and agree not to elect a trial by jury with respect to any issue arising out of this Agreement or the Services that is triable of right by a jury, and (b) waive any right to trial by jury with respect to such issue to the extent that any such right exists now or in the future. This waiver of right to trial by jury is given knowingly and voluntarily.

**I have read and understood this Agreement and enter into it voluntarily in consideration of the opportunity for me to participate a FLSC sponsored activity. I acknowledge I am giving up legal rights and/or remedies which may be available to me.**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date