

East Valley Ski Club
Membership Application

Name: _____ **Date:** _____

Address: _____

City: _____ **Zip:** _____

Email: _____

Telephone: _____ **FAX:** _____

Mostly, I am a:

Skier: _____ **Snow boarder:** _____ **Neither:** _____

Skill Level:

Beginner: _____ **Intermediate:** _____ **Advanced:** _____

I understand that activities engaged in with the East Valley Ski Club (EVSC) including but not limited to skiing, snowboarding, tubing and other related activities are inherently dangerous and agree to not to hold the EVSC responsible for any and all injuries or losses incurred while participating in EVSC activities.

\$30 Annual membership fee due at sign-up.

Signature: _____ **Date:** _____

Witness: _____ **Date:** _____



RELEASE AND HOLD HARMLESS AGREEMENT

In consideration for participating in any ski related activity sponsored or organized by the **East Valley Ski Club**, the undersigned Participant and Parent or Guardian of a Participant **HEREBY AGREES TO WAIVE, RELEASE, DISCHARGE, AND HOLD HARMLESS** the East Valley Ski Club from any and all claims for damages for death, personal injury, or property damage which they may have or which they may hereafter accrue as a result of participation in any East Valley Ski Club program or related activity and events including, but not limited to, skiing, (whether downhill or cross-country), snowboarding, or racing.

By signing this Release and Hold Harmless Agreement, the undersigned recognizes that the sport of snow riding or related activities present certain inherent dangers that cannot be eliminated even by the exercise of reasonable care. As such, the undersigned Participant, minor child, Parent or Guardian or a minor hereby expressly assumes the risk that are inherent to the sport of snow riding.

As a requisite condition to the Participant being allowed to attend and participate in any East Valley Ski Club sponsored activity, the undersigned Participant, minor child, or Parent or Guardian of said minor hereby acknowledges that the State of Arizona has the most significant relationship with the parties to this Agreement rather than the destination state or providence. As such, the parties hereto expressly agree to Arizona as the Choice of Law and Choice of Forum to any claim, suit, or controversy that may arise by and between the parties or any of its related affiliates, and further agree that any action, suit, or claim made by the Participant or on his/her behalf by a Parent or Guardian *must* be brought in the State of Arizona as the proper Venue having exclusive subject matter jurisdiction to any such claim, demand, or suit. To effectuate this expressed Choice of Law, Choice of Forum and Venue provision, the undersigned hereby agrees that the state or providence where the injury or cause of action arose shall **not** have either subject matter jurisdiction or *in personam* jurisdiction over the parties hereto.

By signing this Release and Hold Harmless Agreement, the undersigned Participant, minor child, or Parent or Guardian of said minor **assumes the risk** inherent to snow riding, and thereby consents to the Participant's participation in East Valley Ski Club related activities, and further acknowledge that he/she understands that all risks, whether known or unknown, are expressly assumed by the undersigned, and that all claims, whether known or unknown, are expressly waived in advance.

In addition to the foregoing, the undersigned Participant, minor child, or Parent or Guardian of said minor participant hereby expressly agrees and recognizes that the East Valley Ski

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Club, through its individual organizers, trip leaders, co-leaders, officers, directors, agents, individuals or entities perform *volunteer services*, and as such, said entities and/or individuals are immune from liability as volunteer leaders, assistants, and organizers.

Mandatory Binding Arbitration:

In further consideration for being allowed to participate in any activities sponsored by the East Valley Ski Club, the undersigned Participant, minor child, or Parent or Guardian of said minor participant recognizes and agrees that this contract involves interstate commerce which is necessarily controlled by the Federal Arbitration Act (9 USC § 2), and therefore, pursuant to the Federal Arbitration Act (FAA), hereby agree to submit to binding arbitration any and all claims, demands, suits, or other disputes that may arise out of this contract, or that may be presented by or on behalf of the Participant or minor child through his Parent or Guardian for resolution under the Commercial Rules of the American Arbitration Association with the initial filing fees thereof to be paid by the party filing the Demand for Arbitration subject to the schedule of fees then in effect at the time of the filing of a Demand with the American Arbitration Association.

I HAVE READ THE FOREGOING TERMS AND CONDITIONS AND AGREE TO BE BOUND BY ALL OF THE CONDITIONS SET FORTH ABOVE.

Signature of Participant

Date

Signature of Parent or Guardian
of Minor Participant

Date