

PHOENIX SKI CLUB, INC.

Membership Application May 1, 2011 to April 30, 2012

Check one: <input type="checkbox"/> New <input type="checkbox"/> Renewal			Birthday		
			Home Phone		
Name			Work Phone		
Address			Cell Phone		
			E-Mail		
			Occupation		
City	State	Zip			
I heard about Phoenix Ski Club through (<i>Please check one</i>): <input type="checkbox"/> Friend <input type="checkbox"/> Singles Scenes <input type="checkbox"/> Single Events <input type="checkbox"/> New Times <input type="checkbox"/> Yellow Pages <input type="checkbox"/> Ski Shops <input type="checkbox"/> Internet <input type="checkbox"/> Other:					

MEMBERSHIP AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2011, by and between the Phoenix Ski Club, Inc. (a non-profit organization) and _____.

I hereby appoint Phoenix Ski Club, Inc. (hereinafter referred to as the "Ski Club") to perform necessary acts deemed desirable in connection with planning and coordinating any ski trips or other social/activity functions in my behalf. I understand the Ski Club acts as coordinator only and accepts no responsibility for the services of any person or agent, ski area, airline or motor coach, hotel or condominium, or any organization whatsoever rendering any of the services or accommodations being offered on any trip or activity. Ski trip and other activity fees are based upon current tariffs and are subject to change without notice. The Ski Club accepts NO responsibility in whole or in part for any cancellations, delays, delayed departures or arrivals, missed plane or other carrier connections, loss, damage or injury to person or property, mechanical defect or failure of any nature howsoever caused, or for any substitution of hotels or common carrier, with or without notice or for any additional expenses occasioned thereby.

I fully understand that the Ski Club is a voluntary association run by Volunteer Officers and Board Members who have no special or professional training in conducting ski trips and other activities. By participating in any event or function, I do not rely on the expertise of any director, officer, activity coordinator, legal counsel or the agents of any of the foregoing; delivery of goods and services as described is the responsibility of the contracted vendors.

Further, I realize that skiing, as well as many other outdoor activities, has innate danger that may result in physical injury or death. I acknowledge that these risks may be known or unknown. Since safety is directly tied to my physical ability and skill to participate in any sport, I hereby release Phoenix Ski Club, Inc., its officers, directors, trip leaders and their agents from any liability in connection with injuries or physical and equipment damages I may incur in relation to my participation in any event.

Further, I acknowledge that the Phoenix Ski Club, Inc. offers a number of other activities and social events unrelated to skiing including but not limited to, events such as rafting, camping, hiking, beach trips, golf outings, volleyball, picnics, boating (including water skiing), monthly dinner outings, happy hours, parties and other social events. My participation in any and all such activities, or any activities not mentioned above which are approved by the Board of Directors, is at MY OWN RISK, and I recognize that many such activities involve dangers that could result in physical injury or death. I agree to hold harmless and release the Phoenix Ski Club, Inc., its Board of Directors, officers, trip leaders, legal counsel and agents from any responsibility, financial or otherwise for any liability sustained by me as a result of participation in these non-skiing related events.

Further, I recognize, understand and agree that there may be alcoholic beverages provided, served or made available at any or all club functions, including the monthly meetings. I take full and unconditional responsibility for my own actions and those of my guests and any consequences thereof, foreseeable or unforeseeable as a result of the consumption of alcohol by myself or others and further agree to hold harmless and release the Phoenix Ski Club, Inc., its Board of Directors, officers, trip leaders, legal counsel and agents from any liability as a result of such actions and/or consequences. I acknowledge that I am 21 years of age or older.

I authorize the Phoenix Ski Club to use any picture of myself taken at a Club event for Club promotional activities.

I acknowledge I have had an opportunity to provide this membership application to legal counsel for review and I further represent and warrant that I fully understand the consequences of signing this application and waiving certain rights.

I hereby acknowledge and agree to the above agreement between myself and the Phoenix Ski Club, Inc.

Signature _____

◆ SIGNATURE REQUIRED ON BOTH SIDES OF FORM ◆

MEMBERSHIP COSTS

\$45.00 per person

Make check payable to:

PHOENIX SKI CLUB

Post Office Box 16204

Phoenix, Arizona 85011-6204

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

In consideration of being allowed to participate in any way in the

PHOENIX SKI CLUB, INC.

Ski Club sponsored activities and related events, trips, each of the undersigned:

1. Agrees that prior to participating, he/she will inspect any facilities and equipment to be used, and if he/she believes anything is unsafe, he/she will immediately advise a club officer of such condition(s) and refuse to participate.
2. **ACKNOWLEDGES AND FULLY UNDERSTANDS** that each club member will be engaging in **ACTIVITIES THAT INVOLVE RISK OF SERIOUS INJURY, INCLUDING PERMANENT DISABILITY AND DEATH**, and causing severe social and economic losses which might result not only from his/her own actions, the inactions or negligence of others, club rules, the rules of play, or the condition of the premises or of any equipment used. Further, that there may be other risks not known or not reasonable foreseeable at this time.
3. **ASSUMES ALL RISKS AND ACCEPTS ALL RESPONSIBILITY for THE DAMAGES following such injury, permanent disability or death EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.**
4. **RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE PHOENIX SKI CLUB, INC.**, its affiliates, their respective administrators, directors, agents, officers, and other employees of the organization, other club members, sponsoring agencies, sponsors, advertisers, and if applicable, owners and leasers of premises used to conduct club activities, premises or event inspectors, surveyors, underwriters, consultants and other persons or entities which give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the program or premises, all of which are hereinafter referred to as "Releases", **FROM DEMANDS, LOSSES OR DAMAGES ON ACCOUNT OF INJURY, INCLUDING DEATH OR DAMAGE TO PROPERTY WHETHER CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.**

THE UNDERSIGNED HAS READ THE ABOVE WAIVER AND RELEASE, UNDERSTANDS THAT HE/SHE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGNS IT VOLUNTARILY.

YOUR NAME: _____

SIGNATURE: _____

DATE: _____