

LAKE PLACID OUTING CLUB



SPORT PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of signing.

Re: All Outings through December 31, 2017

Express Assumption of Risk Associated with Sport, Venue Use and Related Activities.

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Lake Placid Outing Club _____, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. **Inherent hazards and risks include but are not limited to:**

1. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that may result in permanent disability and death.
2. Possible equipment failure and/or malfunction or misuse of my own or others' equipment.
3. I AGREE THAT I WILL WEAR APPROVED PROTECTIVE GEAR AS DECREED BY THE GOVERNING BODY OF THE SPORT I AM PARTICIPATING IN. However, protective gear cannot guarantee the participant's safety. I further agree that no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord.
4. Variation and/or steepness of terrain, variation or changes in surfaces including but not limited to snow surfaces, ice, bare spots, rocks, stumps, debris, cliffs, trees, fences, posts, trees, light poles, signs, buildings, roads, walkways, ramps, rails, stairs, pyramids, manual pads, bowls, half-pipes, jumps, padded and non-padded barriers, other persons, and other natural and man-made hazards.
5. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, riding surfaces or other obstacles.
6. Exposure to the elements and temperature extremes may result if frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
7. Dangers associated with exposure to natural elements include but are not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and other weather conditions.
8. Accidents or illness occurring in remote places where there are no available medical facilities.
9. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
10. Impact or collision with other athletes, spectators, facility employees, pedestrians, motor vehicles, and cyclists.

***I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness, or death.**

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the above described activity(ies) and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, **WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE**, the following named persons or entities, herein referred to as releasees.
 Lake Placid Outing Club _____
 Owner (Company and/or Person)
2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of my engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.
4. This agreement shall apply to any and all injury, disability, death, or loss or damage to person or property occurring at any time after the execution of this agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature of Adult Participant

Name of Adult Participant (Please Print)

Date

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

Signature of Parent or Adult Legal Guardian if Participant
is a Minor, and by their signature, they on my behalf
release all claims that both they and I have

Name of Parent or Adult Legal Guardian (Please Print)

(Name of Minor Participant)

LAKE PLACID CENTRAL SCHOOL, 34 SCHOOL STREET, LAKE PLACID, NY 12946

• LEARNING FOR LIFE •

PLEASE COMPLETE BOTH SIDES AND RETURN

LAKE PLACID OUTING CLUB
2017 REGISTRATION

** PLEASE PRINT IN INK **

PARTICIPANT NAME: _____ SEX: M ___ F ___ AGE: _____

ADDRESS: _____ BIRTHDATE: _____

CITY: _____ STATE: _____ ZIP: _____ PHONE: _____

SCHOOL: _____ GRADE: ___ E-MAIL: _____

Return to: Lake Placid Outing Club
Lake Placid Central School
34 School Street
Lake Placid, NY 12946

Additional Information: 518-523-2754

PARTICIPANT HEALTH SURVEY

Does your **child** have any of the following illnesses/medical problems? (Please check)

- | | | |
|---|--|--|
| <input type="checkbox"/> Allergies | <input type="checkbox"/> Diabetes | <input type="checkbox"/> Heart Disease |
| <input type="checkbox"/> Asthma | <input type="checkbox"/> Discharging Ear | <input type="checkbox"/> High Blood Pressure |
| <input type="checkbox"/> Bronchitis | <input type="checkbox"/> Epilepsy | <input type="checkbox"/> Recent Surgery |
| <input type="checkbox"/> Sleepwalking | <input type="checkbox"/> Dietary Needs | <input type="checkbox"/> Other |
| <input type="checkbox"/> Taking medication - if so what _____ | | |

Explain each of the items checked above: _____

PARENT'S CONSENT

I hereby give permission for my child _____ to participate in any of the Lake Placid Outing Club's scheduled trips or activities, and for photos to be taken of my child while on trips or activities, without identifying last name per Lake Placid Central School regulations, from this date until December 31, 2017.

Parent/Guardian Signature

Date

EMERGENCY CARE PERMISSION

In the event your child may need emergency medical treatment, he/she will be taken to the nearest hospital at the time. Below is a form which will allow medical personnel/the hospital to administer proper treatment. Upon receipt of the completed form, we will retain it in our files for presentation to the hospital if the need arises. I hereby grant permission to administer emergency medical care to my child, _____, including hospitalization, injections, x-rays, anesthesia or surgery, if necessary.

I accept responsibility for all medical expenses incurred for such treatment.

Parent/Guardian Name: _____

Address _____

Telephone _____

I understand that you will report this action to me at the earliest possible time. In case I cannot be reached at home, the following person and phone number is to be contacted/called:

Name _____

Address _____

Telephone _____

Parent/Guardian Signature

Date