

FWSA INT'L INDIA ADVENTURE TRIP
October 5 – 21, 2018

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.

Express Assumption of Risk Associated with Travel, 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 all activities of FWSA International Adventure trip including but not limited to moderate physical activity, certain additional risks, dangers and hazards including, but not limited to, a blended itinerary with some longer days with shorter day walking tours, as well as walking slightly longer distances, upstairs or on uneven walking surfaces 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 activities of travel could be significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that my result in permanent disability and death.
2. Variation and/or steepness of terrain, variation or changes in surfaces including but not limited to uneven surfaces, winter surfaces, ice, bare spots, rocks, stumps, debris, cliffs, trees, fences, posts, light poles, signs, buildings, roads, walkways, ramps, stairs, manual pads, padded and non-padded barriers, other persons, and other natural and man-made hazards.
3. 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.
4. As a participant, I agree for myself, my heirs, executors anyone entitled to act on my behalf, to release and discharge FWSA from any and all claims of injury or damages suffered by me as a result of my participation in or traveling to or from the tour.
5. Exposure to the elements and temperature extremes may result from frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
6. Dangers associated with exposure to natural elements include but are not limited to rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and other weather conditions.
7. Accidents or illness occurring in remote places where there are no available medical facilities.
8. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
9. Impact or collision with other participants, 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: **Far West Ski Association (FWSA), and their directors and officers, FWSA Ski Councils and their directors and officers, FWSA Ski Clubs and their directors and officers, and their successors and assigns.**
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.
5. Force majeure – In case of force majeure when execution of the obligations of this agreement are impossible, namely: wars, natural disasters, strikes, terrorist attacks, epidemics, revolutions and other act of God that are beyond the control of FWSA or tour operators, these parties will be considered exempt from liabilities for untimely execution of their obligations under 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.

S/ _____	_____	_____
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.*

S/ _____	_____	_____
Signature of Parent or Adult Legal Guardian if Participant is a Minor	Name of Parent or Adult Legal Guardian (Print Clearly)	Date