

# Gorilla Skier

## Waiver and Release Liability

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In consideration of the risk while participating in skiing, snowboarding, and other mountain related activities (here in after collectively referred to as the "ACTIVITY") and as consideration for the right to participate in the ACTIVITY, I hereby agree to the following:

For myself, my heirs, executors, administrators, assigns or personal representatives, I knowingly and voluntarily enter into this waiver and release of liability and hereby waive any claims or causes of action of any kind whatsoever arising out of my participation in the ACTIVITY and do hereby release and forever discharge Gorilla Skiers, any staff and or volunteers, affiliates, managers, members, agents, attorneys, and assigns for any physical, and/or psychological injury including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result my participation in the aforementioned ACTIVITY.

I am voluntarily participating in the ACTIVITY and I am participating in the ACTIVITY entirely at my own risk. I am aware of the risks associated with participation in this ACTIVITY, which may include, but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability including paralysis, economic or emotional loss and or death. I understand that these injuries or outcomes may arise from my own or another's negligence, conditions related to travel, or the conditions of ACTIVITY location, nonetheless, assume all related risks. both known or unknown to me while participating in this ACTIVITY including travel to or from, and during this ACTIVITY.

I agree to indemnify and hold harmless, Gorilla Skiers, against any and all claims, suit actions, of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including attorney's fees and any related cost of litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. I agree to reimburse Gorilla Skiers for any related expenses described herein to defend said action.

I acknowledge that Gorilla Skiers and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific ACTIVITY or event on behalf of Gorilla Skiers acknowledge that this ACTIVITY may involve a test of personal physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risk may include but is not limited to those injuries caused by terrain, facilities, temperature, weather, lack of hydration, conditions of participants, equipment, vehicle travel and actions of others acknowledge THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY and expressly agree to the release and discharge of Gorilla Skiers, its staff & volunteers, affiliates, managers, members, agents, attorneys, and assigns from any and all claims or causes of action and I agree to voluntarily waive any rights that otherwise have to bring a legal action against Gorilla Skiers and its staff, volunteers and property for any and all personal injury or property damage.

In the event that I should require medical care or treatment, I agree to be financially responsible for any cost incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. If any damage to equipment or facilities occurs as a result of my willful actions, neglect, or recklessness, acknowledge and agree to be held liable for any and all cost associated with any action of neglect or recklessness.

I have fully informed myself of the contents of this affirmation and release by reading it before I sign this document as a participant in the ACTIVITY.

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### **Participant Signature:**

Participants are required to acknowledge this document via a checkbox on the Gorilla Skiers Registration Form. This acknowledgement bears the same weight as a physical signature to this waiver.