

## RELEASE AND WAIVER OF LIABILITY

I, \_\_\_\_\_, as the parent or legal guardian of \_\_\_\_\_ (hereinafter referred to as "my child") have voluntarily chosen to participate in the Easter Seals \_\_\_\_\_ (hereinafter referred to as "the organization") snow skiing program. I understand that snow skiing has certain inherent risks and dangers, and these risks and dangers may be further exacerbated by my child's physical, mental and/or emotional condition as a child with special needs. I am free to decide to allow my child to participate or not participate and am under no compulsion, economic or otherwise, to permit my child to do so. I understand that this is a purely recreational activity and that it is not essential to my child's personal or physical health and well-being.

I represent that I have personally inspected the skis, related equipment, ski lift and all other equipment and that it is safe and reasonably suited for snow skiing and any other intended purpose. I agree to immediately advise the organization if I believe any of the equipment is unsafe and will refuse to participate in the program.

I understand that the risks and dangers inherent in snow skiing include, but are not limited to, serious traumatic injury, fractures, spinal cord injury and paralysis and even death. I understand underlying or preexisting medical conditions may be exacerbated by participation in this program. I further understand that there are no medical personnel to standby or render medical assistance in the event of a medical emergency during this program. I recognize that there are certain risks that may arise which are not presently foreseeable and nevertheless agree to assume any and all risks which may arise, whether or not presently foreseeable.

I also represent that my child is covered by a health/medical care insurance plan issued by \_\_\_\_\_, a carrier licensed to do business in Pennsylvania further represent that this plan includes major medical limits of not less than \$500,000. I expressly agree that any and all medical claims or expenses which arise as a result of participation in this program will be submitted to the medical insurer or health care plan and that I will not seek reimbursement for any medical expenses, co-payments, deductibles or non-covered services from the organization, its officers, agents, successors and assigns.

I understand that the organization has no control over or right to control the individuals providing the services, equipment, lifts or other equipment and that these individuals or entities are independent contractors and not employees or agents of the organization.

In consideration of being permitted to participate in the snow skiing program, I hereby release, waive, discharge and covenant not to sue the organization, its officers, employees, agents, coaches, successors and assigns, for any and all liability for personal injury, property damage, harm, loss or damages of any type, including that which results from the negligence of the organization or its employees or agents, or of anyone else connected with this program, and for any injuries, harm, losses or damage resulting from the use of the skis, related equipment, lift or other equipment. I understand the risks which may arise from

snow skiing and appreciate their seriousness and voluntarily assume any and all such risks which may arise, whether or not they are presently foreseeable.

I have read this complete Release and Waiver of Liability and accept the terms and conditions stated herein. I further acknowledge that this Release and Waiver of Liability is binding on myself and my participating child and our heirs, assigns, personal representatives and estates. I understand that I have given up substantial rights by signing this Release and Waiver of Liability. I sign it voluntarily.

\_\_\_\_\_  
Signature of parent or legal guardian

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date