

**Berkeley Ski Club
Waiver and Release of Liability
Assumption of Risk Agreement**

In return for being allowed to participate in any way in The Berkeley Ski Club, in any Berkeley Ski Club sponsored activities or related events, or to use any facilities of the Berkeley Ski Club:

1. I agree that prior to participating in any event or using any facility, I will inspect the facilities and equipment to be used, and if I believe that anything is unsafe, I will refuse to participate or use the facility. If I discover an unsafe condition at any time, I will stop participating in the activity, or leave the facility. I will promptly notify a club representative of the unsafe condition. If I continue to participate or use the facility, I understand that I am assuming the risk of any injury that may happen as a result.

2. I acknowledge that I and other club members or guests may be engaging in activities that involve risk of serious injury to me, including permanent disability and death. I understand that these risks may be increased through my own actions, or through the negligent action or inaction of other Berkeley Ski Club members. I am willing to assume all risks of injury or loss, even if caused in whole or in part by the negligence of the Berkeley Ski Club or its members.

3. I Release from liability the Berkeley Ski Club, its members and guests, sponsors, and owners and lessors of facilities used by the Berkeley Ski Club, for any injury or damage that I may incur as a result of their activities, even if caused in whole or in part by their negligence.

4. California Civil Code section 1542 states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

I specifically waive the terms of that section, and agree to Release claims that I may not yet know of, or which may be based on events that have not yet occurred.

5. If I am hosting children under the age of 18, I agree on their behalf to agree to the terms of this Release.

This is a Release. When you sign it, you forever give up certain rights to sue the persons and entities referred to in this Release. READ IT CAREFULLY.

<p>This is the same Release already signed by all members. It is included in the Lodge Register as a convenience to our <i>Guests</i>. When you use the Berkeley Ski Club lodge, you are agreeing to this Release.</p>
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