



# Trip Waiver and Release of Liability

**THIS IS A LEGAL DOCUMENT AND A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS. READ CAREFULLY BEFORE SIGNING.**

**Trip: Banff, Canada      Trip dates: from: 2/24/24 to: 3/2/24**

In consideration of my participation in the Chicago Metropolitan Ski Council (“CMSC”) Trip listed above (the “Trip”), I,

\_\_\_\_\_  
Print Participant’s Name

\_\_\_\_\_  
Print Parent/Guardian's Name if Participant is under 18

hereby acknowledge that I am aware of and understand that any and all snowsports activities, including but not limited to skiing, snowboarding, and racing (“**Snowsports**”) are hazardous activities and dangerous sports which can lead to property damage, serious injury, or even death and **that injuries are a common and ordinary occurrence**. I understand and voluntarily agree to personally assume any and all of the liability and risks of Snowsports. I understand that these risks include, but are not limited to, contact with permanent and temporary fences, gates, posts, trees, snow making and snow making equipment, lift equipment and towers, rope tows and surface lifts, light poles, signs, buildings, roads and walkways, padded and non-padded barriers and obstacles, grooming equipment, snowmobiles, and collisions with other skiers and or snowboarders, spectators and other persons, and other natural and man-made hazards, equipment failures, exceeding one's own abilities, the design, location, construction, inspection, maintenance, and repair of the ski area, changes in terrain, weather and snow surfaces.

Further, I agree it is solely my responsibility to determine the safety of the ski area’s facilities, including but are not limited to, ski trails and off-piste skiing and/or snowboarding, for my ability level. I acknowledge that the risks in Snowsports can be reduced by my taking lessons, by my abiding by the Skier Responsibility Code, and by my using common sense.

Further, if this Trip includes travel to or through any country other than the United States (“**Foreign Country**”) at any time or for any reason, I agree it is solely my responsibility to ascertain prior to the Trip that my travel to or through such Foreign Country will be acceptable to said Foreign Country, including but not limited to, my passport and/or under all laws and regulations of such Foreign Country. **I understand that laws and regulations of Foreign Countries can be and often are much different than the same laws and regulations of the United States**. By way of example only, a conviction of driving under the influence of drugs or alcohol in the United States can bar a person from admittance to Canada.

Further, I agree on behalf of myself, my heirs, survivors, guardians, legal representatives or assignees to **HOLD HARMLESS AND RELEASE** CMSC and all of their board members, officers, sponsors, organizers, agents, representatives, volunteers, workers, instructors and employees, and those of the ski area at which the Trip

\_\_\_\_\_  
Participant’s Initials

\_\_\_\_\_  
Parent/Guardian’s Initials  
if Participant is under 18

is held, and any and all fellow Trip participants ("**Releasees**"), of and from any and all responsibility and/or liability for any and all property damage, personal injuries, death and any other losses or damages of any kind, which I may suffer or cause during and as a result of my participation in the Trip and any related events or social functions, **even if such liability is caused in whole or in part by the negligence or other fault of CMSC or any other person or entity released in this Trip Waiver and Release of Liability.** I agree not to bring any action or lawsuit against CMSC or any other person or entity released in this Waiver and Release of Liability for any injuries, damage, death or any other losses.

I agree to release, forever discharge, indemnify, defend, and hold harmless the Releasees of and from any and all claims, suits, costs and attorneys fees for damage, personal injury and/or death to me or damage to my property resulting from the negligent acts or omissions of the Releasees.

Further, in consideration of my participation in the Trip, I hereby grant and release, without further compensation, to CMSC the right and permission to use, reproduce and publish my photographs, name and likeness, whether in still photographs, motion pictures, audio/video recordings, or other reproductions of me including my voice and features, with or without my name, for any promotional purposes involving CMSC and its sponsors, or for any other CMSC purpose whatsoever, except for the endorsement of any commercial products or enterprise unrelated to CMSC.

By my signature below I represent that I have read and fully understood this Release and Waiver of Liability and agree to its terms of my own free will. In the event I am signing as a parent or guardian of a participant under the age of 18, I represent I have full authority to do so, realizing this Release is binding upon the minor as well as myself. I further represent that in the event I do not proficiently speak and read the English language, that I have had this Release and Waiver of Liability translated to me in my native language and fully understand its translated meaning.

**I ACKNOWLEDGE AND AGREE THAT THIS DOCUMENT MAY BE EXECUTED BY SIGNING AND RETURNING THE ORIGINAL, OR BY ELECTRONIC SIGNATURE, WHICH SHALL BE CONSIDERED AS AN ORIGINAL SIGNATURE FOR ALL PURPOSES AND SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL SIGNATURE. WITHOUT LIMITATION, "ELECTRONIC SIGNATURE" SHALL INCLUDE FAXED VERSIONS OF AN ORIGINAL SIGNATURE OR ELECTRONICALLY SCANNED AND TRANSMITTED VERSIONS (E.G., VIA PDF) OF AN ORIGINAL SIGNATURE.**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Participant's Signature      Date

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Parent/Guardian's Signature if Participant is under 18      Date

**\*\*Participants under the age of 18 require a parent or guardian on the Trip\*\***

Emergency Notification (all Participants)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Name      Phone Number

\_\_\_\_\_  
Relationship (optional)