

**Assumption of the Risk and Waiver of Liability Including
Coronavirus/COVID-19 and other Risk Factors**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing, the use of masks, and have, in many locations, prohibited the congregation of groups of people. Mogul Meisters Ski and Snowboard Club is a Not-for-Profit entity pursuant to Not-for-Profit Corporation Law Section 201, whose membership participates in skiing, snowboarding, as well as other outside and inside activities. Attendance at and participation in such activities is entirely voluntary and has inherent risks. In addition to risk of injury and illness (including COVID-19), participation in and attendance at Club activities can result in the loss of monies, paid either directly or indirectly to vendors for the cost of participating in various Club facilitated activities. By signing this agreement, I acknowledge that monies paid by me either directly or indirectly for Club activities may be non-refundable in whole or in part and further acknowledge that I may choose to purchase Trip/Activity/Injury insurance to address such losses at my sole cost and expense. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19, as well as other physical injuries, by attending or participating in Club activities and that such exposure or infection may result in personal illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 or incurring other injuries during the Clubs activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Club Members, Volunteers, participants, and vendors. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any illness or injury to myself (including, but not limited to disability, and death), damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at the Club activities. I hereby release, covenant not to sue, discharge, and hold harmless the Club, its governing board members, volunteers, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Club, its volunteers, agents, and representatives, whether a COVID-19 infection, injury, or loss of funds occurs before, during, or after participation in any Club activity. Participants are responsible to familiarize themselves with all applicable restrictions and regulations along with any changes thereto and repercussions thereof. The Club will offer no interpretation, opinions, or advice regarding same.

Signature

Date _____

Print Name of Club Member/Guest (Each individual must sign form to attend a trip)
