

WAIVER AND RELEASE OF LIABILITY 2023-2024

“Member” means the undersigned, being at least 18 years old, or a minor and his or her undersigned parent, legal guardian, signing on behalf of himself or herself and the minor.

In consideration of the rights and privileges of participating in the Waukesha Catholic
Name of parish/school
SKI CLUB (hereinafter “CLUB”), the receipt and sufficiency of which is expressly acknowledged, Member understands, warrants, and agrees as follows:

1. Alpine, Nordic, freestyle skiing and snowboarding (hereinafter “the Activity”) are inherently dangerous recreational activities and involve the risk of serious injury, including permanent disability, death and other losses both to self and property. These losses might result from Member’s action, inaction or negligence, as well as the actions, inaction and negligence of others.
2. Member is responsibility for his or her own safety while participating in the Activity and shall be expected to act within the limits of his or her ability, heed all warnings regarding the Activity, the environment and the premises, maintain control of self and any and all equipment and obey all rules of the venue.
3. Member shall, as a condition to his or her participation in the CLUB, exercise reasonable care for his or her own safety as well as the safety of others and shall abide by and conduct himself or herself in a manner consistent with the Rules and Regulations of the CLUB and of Waukesha Catholic
Name of parish/school
the Waukesha Catholic School System Family Handbook.
4. Member shall be solely responsible for the selection, maintenance and wearing the appropriate safety equipment, including but not limited to eye, head and other protective gear while participating in the Activity.

Aware of the risks and willing to assume them, Member on behalf of himself or herself, spouse, heirs, assigns, related individuals and entities does hereby waive, release, discharge and agree to hold harmless, Waukesha Catholic
Name of parish/school
volunteers, leaders, sponsors, officers, teachers, coaches, insurers, directors, employees, and agents (collectively “Released Entities”) from and against any and all rights, claims, demands, obligations, causes of action, suits, damages or liabilities of any kind whatsoever, whether known or unknown, suspected or claimed, which Member shall or may have in the future against Released Entities arising out of, based on, related to, or connected with Member participation in the CLUB and CLUB-related activities. Member agrees to indemnify Released Entities from the payment of any costs, including attorneys’ fees associated with the defense of any claim, action, or proceeding of any type arising out of Member’s participation in CLUB activities, including but not limited to breach of contract, negligence, whether caused by sole negligence of the Released Entities, the concurrent negligence of Released Entities with Member or any other person or otherwise, strict liability or otherwise. This agreement does not release Released Entities from liability incurred due to their intentional or reckless conduct.

If any term of this Agreement is found unenforceable, the remaining terms will remain in force and enforceable. This Agreement shall be construed according to the laws of Wisconsin, and jurisdiction shall be the Courts of Waukesha County of the State of Wisconsin.

This Agreement shall remain in force until a written revocation is delivered to the advisor assigned to the CLUB. Member understands that revocation of this Agreement will result in Member being unable to participate in CLUB and any CLUB activities.

MEMBER AND PARENT OR LEGAL GUARDIAN AGREE THAT HE OR SHE HAS READ THIS AGREEMENT AND UNDERSTANDS THAT CERTAIN LEGAL RIGHTS ARE BEING WAIVED AND HAS VOLUNTARILY SIGNED THIS AGREEMENT.

By signing this Agreement, you warrant that you have the authority and capacity to waive the rights contained herein.

Dated this _____ day of _____, 2023

Club member signature: _____

Print name: _____

Parent/legal guardian signature: _____

Print name: _____

Relationship: _____

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Ski Club Rules and Regulations

To create and maintain a club that will be a safe and enjoyable endeavor for Waukesha Catholic and all involved, certain rules must be established and obeyed by all members. Please cooperate to ensure that our club can continue and provide the best skiing and snowboarding experience for all members. Compliance with these rules is required to continue membership in the club and participate in its activities.

As a member of this club, you represent Waukesha Catholic School and your actions reflect on the parish/school as a whole. This means that the rules of Waukesha Catholic School still apply.

- This is a group activity, which means that we travel as a group by school bus to and from the ski hill. Parents and/or legal guardians are welcome to join us at the hill. If parents and/or legal guardians are transporting a member to or from the hill, the advisor must have an advanced written request and must be present when the member leaves the hill, otherwise the member will be expected to ride the bus with the club. Transportation of members cannot be provided by anyone other than a parent or legal guardian. (Members, siblings, and friends are not authorized transportation options.)
- Members must act within the limits of their ability. Skiing and snowboarding are inherently dangerous activities and members must participate responsibly. All students will be evaluated by Alpine Valley and receive a ticket which will allow them to go on the appropriate hills for their ability.
- Members must obey all rules of the ski hill. Members must heed all posted warnings and rules as published at the hill or on the ticket.
- At all times, members must maintain control of self and/or his or her equipment. Members are responsible for his or her own safety and shall be responsible for wearing appropriate equipment and safety gear. **All Students are required to wear helmets.**
- An advisor or any chaperone reserves the right at any time to remove a member from the ski hill for any reason that the advisor or chaperone deems appropriate. Refunds will not be given for removal from the hill.
- Students will be required to check in with assigned chaperones once during the night at a specific time and place.
- **Cell phones are prohibited throughout the entire ski trip.** Any student using a cell phone during the outing will have it taken away and a parent may pick it up from Mrs. Lindbloom.
- If any student causes a bus to be late, the student will be charged a **\$25.00** fee.
- **Parents must pick up students on time at the end of the evening. If a student has to wait at school more than 15 minutes a \$25.00 late fee will be issued.**
- There will be **no bus discounts** given for students **riding one-way** on the bus.
- If any student misbehaves or breaks the rules, the student will have a consequence that may result in the student losing his/her privilege of attending Ski Club for the remainder of the ski season.

“All disciplinary procedures as outlined in the WCSS Family Handbook will be adhered to on ski trips because Ski Club is an extracurricular activity of St. Joseph Middle School.”

Thank you.
Mrs. Tiffany Lindbloom
Ski Club Advisors

I have read and agree to follow all of the above rules of the club.

Student name: _____ Student signature: _____

Parent name: _____ Parent signature: _____

Parent contact info: e-mail: _____ Phone: _____

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Keep pages 1 and 3 for your records!**