



**Dan Janowiak Race Camps Release and Waiver of Liability, Assumption of Risk, and
Indemnity Agreement
For the Annual Ski Season Policy Year 2020-2021**

In consideration of myself or my child participating in the snow-related activities, and/or other activities, **offered by Dan Janowiak Race Camps** (“Activities), **I represent that I do**, on behalf of myself OR my child, understand the nature of these Activities, and that I OR my child are **qualified**, are in good health, and in proper physical condition **to participate** in such Activities. I acknowledge on behalf of myself OR my child that if I OR my child **believe** that event/Activity **conditions are unsafe**, we will immediately discontinue in the activities.

It is **fully understood that these activities involve inherent risks and dangers** of serious bodily injury, including permanent disability, paralysis and/or death, **which may be caused** by my OR my child’s own actions or inactions, or **those of others** participating in the Activities, the conditions in which the Activities take place, or the **negligence** of the “releasees” named below, and there may be other risks either not known to me OR my child, or not readily foreseeable at this time; and I OR my child **fully accept and assume all such risks and all responsibility** for losses, costs, and damages which I OR my child might incur as a result of my OR my child’s participation in the Activities.

I hereby agree for myself and for my child to release, discharge, indemnify and covenant not to sue Dan Janowiak Race Camps, its respective administrators, directors, agents, officers, volunteers, and employees, any sponsors, advertisers, and, if applicable, owners or lessors of the premises on which the Activities take place (each considered one of the “releasees” herein), and release and discharge them from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the “releasees” or otherwise, including negligent rescue operations; **and I further agree** that if, despite this release, waiver of responsibility, and assumption of risk, that I, or anyone on my behalf OR on behalf of my child, makes a claim against any of the Releasees. **I will indemnify, save and hold harmless** each of the Releasees from any loss, liability, damage, or cost which may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, and understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature, **and intend it** to be a complete and unconditional release of all liability to the greatest extent allowed by law, and agree that if any portion of the agreement/release agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Printed name(s) of participant(s)

Address

Signature of participant OR parent/legal guardian)

Date

Phone

(Parent/Legal Guardian signature is required if participant/skier is a minor child)

Mail this form to: Dan Janowiak Race Camps – 636 West Augusta Drive – Midway, UT 84049