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MSC INITIAL	



PO Box 1845 • Frisco, CO 80443• 970-668-2940

Summit County Senior Citizens Inc. 2018 Membership Application

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PLEASE SIGN WAIVER ON BACK

Do You Need Assistance in	Case of Natural Disaster? Yes No
Emergency Contact Inform	ation: (Please use a contact not on this form)
First Name	Last

AGREEMENT TO INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS

THE SUMMIT COUNTY SENIOR CITIZENS, INC. AND SUMMIT COUNTY, COLORADO

This Document affects your legal rights and you are advised to read it carefully and seek legal counsel if you have any questions. Do not sign this document unless you fully understand its consequences.

- I, THE UNDERSIGNED, in consideration of the role of the SUMMIT COUNTY SENIOR CITIZENS, INC. ("Seniors") and SUMMIT COUNTY, COLORADO ("County") as related to the provision or facilitation of the provision of the activities described below hereby for myself, my successors, assigns, heirs, personal representatives and estate, agree as follows:
- I understand and acknowledge that the indoor and outdoor activities in which I hereafter engage with and under the auspices, arrangements, direction and/or sponsorship of the Seniors and/or the County carry known and/or unanticipated risks or injury, mental or physical damage, or illness or death to myself or others, or damage to my property and I voluntarily assume such risks; and
- 2. The said activities may include but not be limited to use of the Summit County Community & Seniors Center, hiking, skiing, snowboarding, snowshoeing, ice skating, sightseeing, touring, shopping, meals (eating), dancing, parties, meetings, hobbies, biking, exercises, therapies, games, exhibitions, instructions, performances, shows, sales and transportation to or from any of them; and
- 3. The risks of said outdoor activities, not necessarily skiing, may include without limitation the inherent dangers and risks of skiing enumerated in the Colorado Ski Safety Act of 1979, as amended; and
- 4. Any of these risks may be due to acts of omission, commission, or negligence by anyone, including, without limitation ski area operators and/or transportation providers (who I acknowledge are not agents of the Seniors or County) or defects in equipment, or the limitations of my own physical condition or skills, or the consumption of food or drink, or the behavior of animals: and
- 5. I hereby INDEMNIFY, RELEASE, HOLD HARMLESS AND DISCHARGE the Seniors and the County, their respective elected officials, directors, officers, employees, agents, volunteers, group leaders, members, contractors and all other persons associated with the Seniors and/or the County from any and all liability, claims, demands, actions or rights of action which might otherwise arise from injury, damage, illness or death occurring to me as specified in Paragraph 1 from the activities aforesaid, including but not limited to those caused by the negligent acts or omissions of the Seniors and/or the County, and from any costs or attorneys fees in connection therewith. FURTHER, I agree to indemnify and defend the Seniors and the County from and against any and all claims, including subrogation and/or derivative claims brought by any third party or insurer which I may cause; and
- 6. I understand no medical or other insurance benefits are being provided to me for my participation in these activities and I certify that my physical and mental condition is sufficient to participate in these activities.

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