Indian Cultural Exchange

RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
TO BE SIGNED AND DATED BY PARTICIPANT PRIOR TO ENTERING EVENT VENUE

DESCRIPTION AND LOCATION OF SCHEDULED EVENT(S):
EVENT(S):
I.C.E.'s Annual Ski Trip Event, Bullhead Mountain Lodge, Asheville, NC
HOST(S): University of South Carolina Indian Cultural Exchange (I.C.E.)
EVENT DATE(s): January 16-19, 2015

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited to but given to you that being the Bullhead Mountain Lodge, Asheville, NC), EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin:

Acknowledges, agrees, and represents that he has or will immediately upon entering of any such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he enters, and he/she further agrees and warrants, that, if at any time, he is in or about RESTRICTED AREAS and he feels anything to be unsafe, he will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S). He/she will take all necessary precautions and abide by the given rules and regulation required by I.C.E. continuously throughout this EVENT(S).

1. HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUIT the promoters, participants, organizations or any subdivision thereof, officials, transportation personal, representatives of the organization (defined as I.C.E. or Indian Cultural Exchange), rescue personnel, any persons in any RESTRICTED AREA, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, consultants, and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Indian Cultural Exchange and their representatives (defined by the current executive board) ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. HEREBY acknowledge that the activities of the event are very dangerous and involved the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGANT RESCUE OR PROCEDURES OF THE RELEASEES.

5. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

6. HEREBY agrees to take full responsibility for his or her actions conducted during this EVENT(S) as a participant. If anything is damaged, broken, or for some unseen reason must be replaced due to the participant’s actions, he or she is responsible for the compensation of this loss.

7. HEREBY acknowledges failure to abide by the given terms and conditions of this agreement he or she will be asked to exit the premises. I.C.E. will take all necessary action(s) as a result of the participant’s negligence.

8. HEREBY assumes responsibility for his or her guest(s) and assumes liability in the form of the aforementioned agreements (1-8) for his or her guest(s). Releasee(s) are liable IN FULL for damages incurred by any guest(s).

9. HEREBY assumes responsibility for cleaning up his/or her mess not limited to but including bodily fluid, trash, food, beverage, spills, dishes, etc. Any such mess shall be cleaned up by releasee upon creation. If the mess is not cleaned up by Monday, the party will be fined accordingly.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

_____________________________________
PARTICIPANT’S NAME (PRINTED)

_____________________________________
PARTICIPANT’S SIGNATURE        DATE