

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT – NGRC 2022

I, _____, hereby acknowledge that I have voluntarily applied to participate in the Space Park Ski Club through the Northrop Grumman Recreation Club (hereafter referred to as “NGRC”).

I am aware that Space Park Ski Club Activities can be / is a hazardous activity and I am voluntarily participating in this activity with knowledge of the danger involved. I hereby agree to accept and assume any and all risks associated with or related to such activity or any instruction in such activity, including, without limitation, the risk of injury or death. Please initial _____.

In consideration for being permitted by NGRC or one of its affiliated organizations including, without limitations, Northrop Grumman Corporation (hereafter referred to as “NGC”) to participate in these activities, I hereby agree that:

1. I, my heirs, executors, legal representatives, administrators, guardians, and assignees will not make a claim against, sue, attach the property of, or prosecute NGRC, NGC, its or their affiliated entities, employees, agents, officers, directors, shareholders (hereafter collectively referred to as “Released Parties”) for injury, or damage resulting from the negligence, lack of due care, strict liability, personal injury, property damage, warranty, or other acts exclusive of fraud or intentional wrongful acts, (hereafter collectively referred to as the “Released Claims”), howsoever caused, by any employee, agent, or contractor of Released Parties, as a result of or related to my participation in or instruction in said activity;
2. I voluntarily forever release, discharge, waive and relinquish any and all Released Claims wherever or however the same occur and for whatever period said activity or instruction may continue; and
3. I assume all the risks associated with or related to such activity or the instruction in such activity and I do for myself, my heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or causes of action for the Released Claims which may hereafter arise for myself and my estate, and agree that under no circumstances will I or my heirs, executors, administrators and assigns prosecute or present any claim for the Released Claims against the Released Parties.
4. I, for myself, my heirs, executors, administrators and assigns, expressly waive the benefits of Section 1542 of the California Civil Code which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN TO HIM, MUST HAVE MATERIALLY AFFECTED THE SETTLEMENT WITH DEBTOR.

I, for myself, my heirs, executors, administrators and assigns agree that, in the event any claim for the Released Claims shall be prosecuted or presented against any of the Released Parties I shall indemnify, defend, exonerate, pay, and save harmless such Released Party from any and all such claims or causes of action by whomever or wherever made or presented.

Notwithstanding the foregoing, this Agreement and Release of Liability does not extend to any claims for benefits I may have pursuant to the terms of any of Northrop Grumman Corporation’s group medical or dental insurance plans for employees and eligible dependents. **Parent or Guardian signature required if participant is under 18 years old.**

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Northrop Grumman Recreation Club and/or its affiliated organizations and sign it of my own free will. Please initial _____.

SIGNATURE: _____ DATE _____
PARENT OR GUARDIAN

SIGNATURE: _____ DATE _____

WITNESS: _____ DATE _____