

Spokane Nordic Ski Education Foundation ASSUMPTION OF RISK AND RELEASE OF LIABILITY-READ CAREFULLY BEFORE SIGNING

I understand that skiing in its various forms, as well as preparation for participation in, coaching, volunteering, officiating and related activities in Nordic competitions and clinics (hereinafter collectively referred to as "Activities"), conditions, variations in steepness or terrain, natural and man-made obstacles and structures, equipment failure, collisions with objects or structures, being struck by skiers/riders or equipment, and exceeding one's own abilities. I further understand that ski training and competition may be more hazardous than recreational. I understand that **INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE of the Activities.** I know that personal training, coaching, instruction, supervision and enforcement of rules by the United States Ski & Snowboard Association, its subsidiaries, affiliates, officers, directors, volunteers, employees, coaches, contractors and representatives, local ski clubs, competition organizers and sponsors, and Spokane Nordic Ski Education Foundation, (hereinafter the term SNSEF shall be used to refer to all such persons and entities collectively) do not and cannot guarantee my safety.

With full knowledge and understanding of the **RISK OF SEVERE INJURY AND DEATH** involved in ski training and competition, I **FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES,** even if I follow the instructions of advise of SNSEF.

In consideration of SNSEF's acceptance of my racing application, and in spite of the risk of severe or permanent injury, or even death, the undersigned (hereinafter "Racer") agrees to comply with and be bound by the following terms at all times, whether training or practicing for competition, or in competition.

1. Racer hereby unconditionally **WAIVES AND RELEASES ANY AND ALL CLAIMS, AND AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY SNSEF FROM ANY CLAIMS,** present or future, to Racer or his/her property, or to any of the person or property, for any loss, damage, expense, or injury (including DEATH), suffered by any person from or in connection with Racer's participation in any Activities in which SNSEF is involved in any way, due to any cause whatsoever, **INCLUDING NEGLIGENCE** and/or breach of express or implied warranty on the part of SNSEF.
2. Racer hereby **RELIEVES SNSEF OF ANY DUTY TO PROTECT MEMBER FROM HARM** in connection with any Activities in which SNSEF is involved in any way.
3. Racer authorizes SNSEF to obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of SNSEF, medical attention is required and Racer is unable to make such decisions for himself/herself. Racer agrees to pay all costs associated with such medical care and related transportation and shall **DEFEND, INDEMNITY AND HOLD HARMLESS SNSEF** of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care. Racer also authorizes disclosure of protected medical information necessary to provide, coordinate or manage Racer's healthcare consistent with the dictates of HIPAA and to the extent that such use or disclosure is required by law.
4. Racer agrees never to utilize any run, course or facility for any training, practice or competition without first conducting his/her own thorough visual inspection of the run, course or facility.
5. Failure to return any timing transponder (chip) will result in a \$95 replacement fee.

Reference to principles governing choice or conflicts of laws. In addition:

This Agreement shall be construed in accordance with, and governed by the substantive laws of the State of Washington, without reference to principles governing choice or conflicts of laws. In addition, Racer agrees that all lawsuits for personal injury or related loss against SNSEF must be maintained in state courts sitting in Spokane County, Washington or federal district courts sitting in the State of Washington, Eastern District, and Member consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. In the event any portion of this release is found to be unenforceable, the remaining terms shall be fully enforceable.

HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING RELEASE AND INDEMNITY AGREEMENT, RACER SIGNIFIES HIS/HER ASSENT TO THE ABOVE TERMS BY SIGNING BELOW:

Racer's Name _____ *Today's Date* _____

Signature: _____ Date of Birth: _____

(IF UNDER 18 YRS) Parent or guardian's signature _____

Printed name _____ Date _____

SIGNATURE OF PARENT OR GUARDIAN REQUIRED FOR RACERS UNDER THE AGE OF 18

As the parent or guardian of the minor child Racer named above, I hereby make and enter into each and every agreement, representation, waiver and release described above on behalf of myself, the Racer, and any other parent or guardian of the Racer, intending that they be binding on me, the Racer, and our respective heirs, executors, administrators and assigns. By affixing my signature below I represent that I intend to give up my right, the right of the Racer, and the right of any other parent or guardian to maintain any claim or suit against SNSEF arising out of the Racer's participation in any Activities involving SNSEF in any way. I further agree to hold harmless, defend, and indemnify SNSEF of and from any claims from third parties arising from the minor child Racer's participation in any Activities affiliated with SNSEF. 2011/12012.