

## ASSUMPTION OF RISK AND RELEASE OF LIABILITY READ CAREFULLY BEFORE SIGNING

I understand that skiing in various forms, as well as preparation for participation in, coaching, volunteering, officiating and related activities in cross country skiing competitions and clinics (hereinafter collectively referred to as "Activities"), involve many RISKS, DANGERS and HAZARDS. These risks, dangers and hazards include, but are not limited to, changing weather and snow conditions, variations in steepness or terrain, natural and man-made obstacles and structures, equipment failure, collisions with objects or structures, being struck by skiers or equipment, and exceeding one's own abilities. I further understand that ski training and competition may be more hazardous than recreational skiing. I understand that INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE of the Activities. I know that the risk of SEVERE INJURY and even DEATH exists in all training and competition locations and activities. I also know that personal training, coaching, instruction, supervision and enforcement of rules by CENTRAL CROSS COUNTRY SKIING, its subsidiaries, affiliates, officers, directors, volunteers, employees, coaches, contractors and representatives, local ski clubs, competition organizers and sponsors, and ski facility operators (hereinafter the term "CXC SKIING" 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 or advice of CXC SKIING.

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

1. Member hereby unconditionally WAIVES AND RELEASES ANY AND ALL CLAIMS, AND AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY CXC SKIING (as defined above) FROM ANY CLAIMS, present or future, to Member or his/her property, or to any other person or property, for any loss, damage, expense, or injury (including DEATH), suffered by any person from or in connection with Member's participation in any Activities in which CXC SKIING is involved in any way, due to any cause whatsoever, INCLUDING NEGLIGENCE and/or breach of express or implied warranty on the part of CXC SKIING.

2. Member hereby RELIEVES CXC SKIING OF ANY DUTY TO PROTECT MEMBER FROM HARM in connection with any Activities in which CXC SKIING is involved in any way.

3. Member authorizes CXC SKIING to obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of CXC SKIING, medical attention is required and Member is unable to make such decisions for himself/herself. Member agrees to pay all costs associated with such medical care and related transportation and shall DEFEND, INDEMNIFY AND HOLD HARMLESS CXC SKIING of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care.

4. Member 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. This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Wisconsin, without reference to principles governing choice or conflicts of laws. In addition, Member agrees that all lawsuits for personal injury or related loss against CXC SKIING must be maintained in state courts sitting in Dane County, Wisconsin or federal district courts sitting in the District of Wisconsin, Central Division 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, MEMBER SIGNIFIES HIS ASSENT TO THE ABOVE TERMS BY SIGNING BELOW:

Member Signature \_\_\_\_\_ Date of Birth child's D.O.B.

Printed Name A. CHILD Date Signed \_\_\_\_\_

### SIGNATURE OF PARENT OR GUARDIAN REQUIRED BELOW FOR MINOR\*\*\* MEMBERS

As the parent or guardian of the minor Member named above, I hereby make and enter into each and every agreement, representation, waiver and release described above on behalf of myself, the Member, and any other parent or guardian of the Member, intending that they be binding on me, the Member, and our respective heirs, executors, administrators and assigns. I intend to give up my right, the Member's right, and the right of any other parent or guardian to maintain any claim or suit against CXC SKIING arising out of the Member's participation in any Activities involving CXC SKIING in any way. I believe and represent that I HAVE LEGAL AUTHORITY TO MAKE THESE AGREEMENTS, REPRESENTATIONS, WAIVERS AND RELEASES, AND I AGREE TO DEFEND AND INDEMNIFY CXC SKIING from and against any and all liability arising out of any lack of authority on my part to legally bind the Member, or any unenforceability for any reason of the above agreements, representations, waivers and releases made by or on behalf of the Member.

Parent or guardian's signature Child's Parent

Printed name CHILD'S PARENT Date today's date

\*\*\* Member is considered a "Minor" if he/she is under twenty-one (21) years of age and resides in Alabama, Mississippi, Nebraska, Pennsylvania, West Virginia or Wyoming, or if he/she is under eighteen (18) years of age and resides in any other state. In the event that Member is under 21 years of age and chooses to compete in Alabama, Mississippi, Nebraska, Pennsylvania, West Virginia or Wyoming despite residing elsewhere, then the laws of Member's home state shall govern in determining Member's legal capacity to execute this Agreement.