

Rocky Mountain Nordic Ski Education Foundation Inc. Waiver and Release of Liability

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A WAIVER AND RELEASE OF LIABILITY OF CERTAIN LEGAL RIGHTS.

In consideration for the rights and privileges associated with being a member of the Rocky Mountain Nordic Ski Education Foundation Inc. (RMN) USSA Cross Country Junior National Ski Team (JN Team) for participation in the USSA Junior National Cross Country Ski Championships (JNs) to be held in Presque Isle, Maine, March 5, 2010 through March 14, 2010, and all events related to the JNs including travel to activities, training, ski racing competition, and other associated team activities, the undersigned acknowledges and agrees to be bound by the following:

1. The undersigned, if over 18 years of age, has read and signed this Waiver and Release of Liability. If the undersigned is under 18 years of age, **THEN IN ADDITION** to his/her signature, this Waiver and Release of Liability has been read and signed by his/her parent or legal guardian (the undersigned and parent or legal guardian are hereinafter referred to collectively as "Participant").
2. Participant accepts and understands that Cross Country skiing is a **HAZARDOUS** sport that has many dangers and risks. It is further understood that training, competing and racing competitively is more **HAZARDOUS** than recreational Cross Country skiing. Participant realizes that injuries are a common and ordinary occurrence in the sport of Cross Country skiing. Participant understands that being a member of the RMN JN Cross Country Ski Team and participating in the JNs in Truckee, California, including but not limited to, travel to the JNs and all activities associated with the JNs such as preparation for participation in the JNs, preparation for race competition and race competition (collectively hereinafter referred to as the "Activity") involves risk or serious injury, including permanent disability, death and other losses to Participant and his/her property. Participant understands that these injuries and losses might result not only from his/her actions or inactions, but from the actions, inactions and/or negligence of others, including coaches and other volunteers participating in the JNs. Participant freely accepts and voluntarily **ASSUMES ALL RISK OF PERSONAL INJURY OR DEATH.**
3. Participant hereby assumes all risks which may be associated with and/or result from his/her involvement in the activity and hereby holds harmless, releases, indemnifies and agrees to defend the RMN and all coaches and other volunteers associated with the JNs, and their heirs and personal representatives of and from any liability, claims, demands, actions and causes of actions whatsoever arising out of or relation to any loss, damage, or injury, including death, that may be sustained by Participant while involved in the Activity, including, but not limited to, those injuries and damages caused by the negligence on the part of the RMN JN Team, its coaches, and other volunteers.
4. By execution of this Waiver and Release of Liability, the RMN, its coaches for the JN Team and other volunteers shall be indemnified for any injury to other person(s) or property which Participant may cause as a result of engaging in the Activity.
5. Participant authorizes the RMN JN Team and/or its authorized personnel to call for medical care for him/her and to transport him/her to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed for Participant. Participant agrees that upon his/her transport to any such medical facility or hospital, the RMN JN Team shall have no further responsibility for his/her medical treatment. Further, Participant agrees to pay all costs associated with such medical care and related transportation provided for his/her treatment and to indemnify and hold harmless the RMN JN team from any costs incurred therein.
6. Participant contractually agrees that any and all disputes between himself/herself and the RMN JN Team, its coaches and/or other volunteers arising from his/her participation in the Activity, including any claims for personal injury and/or death, will be governed by the laws of the State of Colorado and exclusive jurisdiction thereof will be in the State Court residing in the County where the Participant resides or, if the Participant does not reside in the State of Colorado, the City of Durango and County of La Plata.
7. In the event any section of this Waiver and Release of Liability is found to be unenforceable, the remaining terms shall be fully enforceable.
8. This Waiver and Release of Liability shall be binding to the fullest extent permitted by law.
9. This Waiver and Release of Liability shall be binding upon Participant's assignees, subrogors, heirs, next of kin, executors, personal representatives and administrators and may be pled by the RMN JN Team, its coaches and other volunteers as a complete bar and defense against any claim, demand, action or cause of action by or on behalf of the Participant.
10. I currently have and agree to maintain throughout my participation in the Activity, valid and sufficient medical and accident insurance. I understand that this will be my sole responsibility and release all persons and entities from providing this coverage to me.
11. In the event this Waiver and Release of Liability involve a participant under the age of 18 years old it must be signed by a parent or legal guardian of such participant. Such signatory, on behalf of him/her also agrees to release RMN from any and all claims that he/she might otherwise possess and further agrees to defend and indemnify RMN for all claims asserted by or on behalf of or otherwise arising from injury or death to the participant.

I/WE HAVE CAREFULLY READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

For signature by Participant if over 18 years of age

Participant _____ Date _____

Print Name _____

For signature by Participant if under 18 years of age

Participant _____ Date _____

Print Name _____

Parent or Legal Guardian _____ Date _____

Print Name _____