

## LANDER NORDIC SKI ASSOCIATION

### Participant Agreement

#### Acknowledgment and Assumption of Risk, and Agreements of Release Indemnity

##### Activities and Risks

I understand that the Lander Nordic Ski Association (LNSA) provides various activities that involve Nordic (cross-country) skiing, including competitive races, ski instruction, and dry land training. Nordic skiing may occur on public and private lands not owned or leased by the LNSA and on ski trails that are groomed by the LNSA. Dry land training includes running and roller skiing on public roads; trail running on public and/or private lands, and use of an exercise facility owned by a private company. I further understand and acknowledge that the activities have risks, including certain risks, which are inherent. Inherent risks are those, which cannot be eliminated without destroying the unique character of the activities. The same elements that contribute to the unique character of these activities can cause loss or damage to equipment, accidental injury, illness, or, in extreme cases, permanent trauma, disability, or death. The inherent risks of LNSA activities include, but are not limited to:

Nordic skiing and dry land training can be physically strenuous and may result in injury.

Ski trails used during LNSA activities are groomed by snow machine that may result in hazards that include, but are not limited to, variable snow conditions, long and/or steep hills, sharp turns, areas of limited visibility, and obstacles such as grooming equipment, rocks, trees, stumps, branches or wildlife along or on the trail or on the surface of or hidden by the snow. The ski trails are open to the public during LNSA activities and other skiers may be present skiing in either direction on any trail.

Risks from Nordic skiing include, but are not limited to, injury from collision with obstacles or other skiers, falling due to snow conditions or hidden obstacles, and other risks usually associated with this activity.

Dry land training includes running and/or roller skiing on paved public roads that are open to vehicle traffic and have variable conditions including cracks in the pavement, debris, and rough surfaces. Trail running occurs on hiking trails that may have exposed rocks, stumps, roots, loose dirt or gravel, and may be dry or muddy.

Risks from roller skiing include, but are not limited to, injury from falling onto pavement, falling onto or off the road surface, possibly at a high rate of speed, collisions with vehicles, and equipment malfunction or breakage. LNSA does not own or maintain any roller ski equipment. Risks from trail running include, but are not limited to, injury from falling and slipping, or encounters with wildlife.

Participants in dry land training will be responsible for arranging their own transportation to training session locations, which may include the use of personal vehicles and/or carpooling in vehicles not owned or controlled in any way by the LNSA.

Environmental risks include, but are not limited to, injury from exposure to weather that may change to extreme conditions including sun, wind, precipitation, and cold temperatures or in the case of dry land training; extreme heat, rain, and lightning.

LNSA activities are instructional or competitive in nature and participants will be challenged to expand their skills and abilities.

LNSA may from time to time use the services of private contractors for certain tasks, including, for example, instruction or facility use. LNSA is not responsible for the acts or omissions of such contractors.

## Acknowledgment and Assumption of Inherent and Other Risks

I understand and acknowledge that the description above (“Activities and Risks”) of the inherent risks of LNSA’s activities is not complete and that other, including unknown or unanticipated, risks, inherent and otherwise, may result in property loss, injury, illness or death. I acknowledge that my participation in this LNSA activity is purely voluntary, and I wish to participate in spite of and with knowledge of the inherent and other risks involved. **I acknowledge and assume the inherent risks described above and all other inherent risks of this LNSA activity.**

In consideration of myself OR my child participating in the snow ski related activities **offered by LNSA, I represent that:**

- **I OR my child understand** the nature of the Activity
- **I am OR my child** are qualified, in good health and in proper physical condition to participate
- **I acknowledge** on behalf of myself or my child that if **I OR my child believe** the Activity conditions are unsafe, we will immediately discontinue in the Activity
- **It is fully understood that this activity involves risks** of serious bodily injury, including permanent disability paralysis and/or death, **which may be cause by my OR my child’s own actions or inactions, those of others** participating in the Activity, **the conditions** in which the Activity takes place, **or the negligence of the Releasees** named below, and that **there may be other risks known to me OR my child**, or not readily foreseeable at this time; and I OR my child fully **accept and assume all such risks and all responsibility** for losses, costs and damages I or my child might incur as a result of my or my child’s participation in the Activity.

**I hereby release, discharge and covenant not to sue** LNSA, it’s respective administrators, directors, agents, officers, volunteers and employees, any sponsors, advertisers and, if applicable, owners and lessors of the premises on which the Activity takes place (each considered one of the ‘Releasees’ herein), and release and discharge them from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or part by the negligence of the ‘Releasees’ or otherwise, including negligent rescue operations; and **I further agree** that if, despite this release, waive of liability, and assumption of risk that I or anyone on my behalf OR on behalf of my child, makes a claim against any of the Releasees, **I further indemnify, save and hold harmless** each of the Releasees from any loss, liability, damage or cost which may incur as the result of such claim.

**I have read this** RELEASE AND WAIVIER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, **and understand** that I have given up substantial rights by signing it, and have signed it freely and without an inducement or assurance of any nature, **and intend it to be** a complete and unconditional release of all liability to the greatest extent allowable by law, and agree that if any portion of this agreement/ release is held to be invalid, the balance notwithstanding, shall continue in full force and effect.

---

Printed Name Address

---

Signature of Participant Date

---

Signature of Parent/ Guardian if Participant is Minor Date