

NEW ENGLAND NORDIC SKI ASSOCIATION

Acknowledgment and Assumption of Risk and Release

(Please read carefully before signing).

Please read this risk waiver carefully before signing. Entry into New England Nordic Ski Association (NENSA) events is permitted only for those competitors who have valid risk waivers signed by themselves and, where the competitor is under 18, signed also by their parent or guardian. In consideration of the rights and privileges associated with participation in the 2018 Junior Nationals cross country ski events held March 3th to March 11th, 2018 and the NE JN trip organized by the New England Nordic Ski Association, I agree and acknowledge to be bound by the following:

1. Identification of Risks. I understand that preparation for and participation cross country skiing, competitions (“the Activity”) involves of risks of serious injury, including permanent disability, death, and other losses, both to me and my property. I understand that these injuries and losses might result not only from my actions, but from the actions, inaction, or negligence of others. Inherent dangers and risks include, for example, weather conditions such as wind and cold resulting in frostbite, existing and changing snow conditions, collisions with natural and man-made objects and other skiers, variation in terrain and the failure of skiers to ski within their own ability and physical fitness levels.

2. Assumption of the Risk. I agree that I am responsible for my safety while participating in the Activity, and that such responsibility includes participating in the Activity only: a) when I am both physically and psychologically prepared to participate safely, b) after fully familiarizing myself with the venue before beginning the Activity, including the weather and snow conditions, race course layout and obstacles that a visual inspection would have revealed, and c) while using the equipment of a type and condition reasonably necessary to safely participate in the Activity. I assume all risks connected with responsibility for any injury or loss connected with my participation in the Activity.

3. Waiver. Aware of the risks and willing to assume them, I hereby waive, release, and hold harmless the New England Nordic Ski Association, and each of those organization’s affiliates, subsidiaries, officers, directors, employees, agents, coaches, trainers, doctors, officials, event organizers or sponsors (“Released Parties”) from all claims by me for any liability, injury, loss or damage in any way connected with my participation in the Activity, except where caused by gross negligence or willful or wanton misconduct of any of the Released Parties. I intend for this waiver and release to also apply to any relatives, personal representatives, heirs, beneficiaries, next of kin or assigns who might pursue any legal action or claim on my behalf.

4. Applicable Law. This waiver and release informed under and is to be interpreted consistent with laws of the United States of America.

5. Insurance. I currently have, and agree to maintain throughout the time that I participate, valid and sufficient medical and accident coverage. I understand that this is my sole responsibility and release all persons and entities from providing this coverage for me. I HAVE READ CAREFULLY THIS WAIVER AND RELEASE, AND HAVING DONE SO I AM SIGNING IT VOLUNTARILY.

6. Member authorizes NENSA to obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of NENSA, 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 indemnify NENSA of and from any such costs.

7. The Agreement shall be construed in accordance with, and governed by substantive laws of, The State of Maine, without reference to principles governing choice of conflicts of laws. In addition, Member agree

that all lawsuits for personal injury or related loss against NENSA must be maintained in state courts sitting in Maine for federal district courts sitting in the District of Maine, 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 THEIR ASSENT TO THE ABOVE TERMS BY SIGNING BELOW: *For Clubs, Organizations or Corporations this must be the OFFICIAL LEGAL REPRESENTATIVE who signs on behalf of the organizations BOARD OF DIRECTORS (usually SECRETARY, PRESIDENT OR VICE PRESIDENT)

PARENT OR GUARDIAN SIGNATURE REQUIRED FOR ALL 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 rights, and the rights of any other parent or guardian to maintain any claim or suite against NENSA arising out of the Member's participation in any Activities involving NENSA 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 NENSA 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 the above agreements, representations, waivers and releases made by or on behalf of the Member.

_____ Athlete Name (Full Name – Printed)

_____ Signature of Athlete _____ date

If Minor athlete guardian/parent must sign:

_____ Signature of guardian/parent _____ date

_____ Guardian/Parent Name (printed)