

Methow Valley Nordic Ski Educational Foundation



**Acknowledgement, Waiver, Release and Hold Harmless**

I am the individual or parent or legal guardian of the minor named below who desires to participate (the "Participant") in events/activities of the Methow Valley Nordic Ski Educational Foundation ("MVNSEF"). The MVNSEF's events and activities ("Events") include, but may not necessarily be limited to the Ski Rodeo, Vintage Ski Festival, Ski to the Sun, Ski Derby, Race of the Methow, Tour of the Methow, Methow Valley Nordic Camp, and the Members Clinic.

I acknowledge that the Participant's involvement in the Event(s) are subject to my agreement to the terms of this Acknowledgement, Waiver, Release and Hold Harmless (this "Release").

I acknowledge that participation in the MVNSEF's Event(s) is also subject to its organizers' and officials' directives and any Event policies and rules, and agree that the Participant's failure to comply with such directives, policies and rules may lead to the Participant's ineligibility to participate further in, or my no longer being eligible to volunteer with, the MVNSEF's Event(s).

By signing below, I am also representing that the Participant is in sufficiently good physical condition to participate in MVNSEF's Event(s) without jeopardizing his/her health. I understand and agree that maintaining valid and current accident and health insurance for the Participant is solely my responsibility and I release all the Released Parties named below from providing such coverage.

I understand and acknowledge that the sports of Nordic (a/k/a Cross Country) and Biathlon skiing, and other MVNSEF Event-related activities (for example roller skiing) are active sports which carry a significant risk of personal injury and even death to minor and adult participants, as well as volunteers. I hereby assume those risks on behalf of the Participant, my family and my marital community.

Without limiting the foregoing, I specifically acknowledge that:

Skiing, ski racing and related snow sports activities are hazardous activities and the Participant has made a voluntary choice to participate in those activities despite the risks.

I know that there are natural and manmade obstacles or hazards, surface, weather and environmental conditions, and risks inherent in ski and snow activities, including ice, poor visibility, cold or freezing conditions, variations in terrain, moguls, forest growth, rocks and debris, and other obstacles.

I have been given an opportunity to inspect the cross-country ski trails, roads and/or courses, facilities and ski areas used by the Events. I hereby assume and accept the risks of all natural and manmade conditions at such areas on the Participant's behalf.

MVNSEF Event Waiver

The aforementioned risks, alone and in combination with the actions of the Participant or the actions of other skiers can cause very severe or possibly even fatal injury to the Participant or others. I acknowledge that I, as a participant in MVNSEF's Events, understand and assume and accept these risks, conditions and hazards, whether known or unknown.

By signing below, I allow any and all photos or images taken of the Participant in conjunction with MVNSEF's Events to be used in any promotion or publication (whether in print or electronic form) by MVNSEF or any Released Parties (named below).

Finally, I understand that MVNSEF trips may involve the use of MVNSEF, rental and/or private vehicles operated by staff and/or volunteers under MVNSEF's or private insurance plans. I know that road conditions, wildlife collisions, the actions of other drivers, health conditions of the drivers, and other factors can result in very severe or possibly fatal injury to the Participant or others. I acknowledge that I, on the Participant's behalf, as well as on behalf of family and marital community, that I understand, assume and accept these risks, conditions and hazards whether known or unknown.

Having read and understood all the foregoing, I on behalf of the Participant, my marital community, my family, and of all heirs, successors and assigns, hereby waive, release, indemnify and hold harmless, any and all claims, demands, liabilities, damages and recourse against MVNSEF, its Programs, Methow Trails, the Methow Valley School District, the Pacific Northwest Ski Association and United States Ski and Snowboard, any private landowners who have granted Methow Trails ski trail access or easements, the United States Forest Service, any businesses which have provided or rented Event-related equipment, as well as any members, Officers, Directors, volunteers, employees and agents of all these forgoing organizations (collectively, the "Released Parties") arising out of or relating to wrongful death, personal injury or property damage suffered by the Participant related to participation in any event, transport to or from, or other activity in any way related to MVNSEF'S Events. Without limiting the foregoing, it is my intention that this waiver and release extend to and include claims, damages and liabilities arising out of or resulting from the negligence of any Released Party.

Printed Name(s) of Participant(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Accepted by:

Signature of Adult: \_\_\_\_\_

Printed Name of Adult: \_\_\_\_\_

Date: \_\_\_\_\_