

Blackwater Nordic Ski Club

Release & Waiver of Liability Agreement Annual Ski Season Policy

In consideration of my or my child participating in the snow ski related activities and/or other activities ("Activity") offered by the *Blackwater Nordic Ski Club*, I represent that I or my child understand the nature of this Activity and that I am or my child is qualified, in good health and in proper physical condition to participate in such Activity. I acknowledge on behalf of myself or my child that if I or my child believe event/activity conditions are unsafe, we will immediately discontinue 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 caused 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 the Blackwater Nordic Ski Club 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 cause in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver 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.

Consent is also given to be photographed, videotaped, or electronically imaged by Blackwater Nordic Ski Club, its agents, contractors, or members when participating in the Club's activities. I irrevocably consent to and authorize Blackwater Nordic Ski Club's reproduction, modification, display, publication and distribution of such photos, videos, and images, and any derivative works in any form and any media whatsoever, to teach, coach, publicize, promote and advertise the activities of Blackwater Nordic Ski Club.

I have read this Release & Waiver of Liability and understand that I have given up substantial rights by signing it, and have signed it freely and without inducement or assurance of any nature, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law, and agree that if any portion of this agreement/release agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Printed name of Participant 1 Participant 2 Participant 3

Address

Signature of participant or Parent/Legal Guardian if participant is a minor Date Phone