Blackwater Nordic Ski Club

2026-27 Liability Release Agreement

In consideration of my, and/or my child's, participation in skiing and/or other related activities ("Activity") offered by the Blackwater Nordic Ski Club, I represent that I, and/or my child, understand the nature of this Activity and that I am, and/or my child is, qualified, in good health and in proper physical condition to participate in such Activity. I acknowledge on behalf of myself, and/or my child, that if I, and/or my child, believe the Activity conditions are unsafe, we will immediately discontinue the Activity.

I fully understand that the 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 not known to me or my child, or not readily foreseeable at this time. I, and/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, the Hopkinton State Fair Association, the Hopkinton School District** and their respective administrators, directors, agents, officers, volunteers, and employees, any sponsors, advertisers, and 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, losses, or damages for personal injury, death or property damage **caused or alleged to be caused in whole or in part by the NEGLIGENCE of the RELEASEES** or otherwise, including negligent rescue operations. I further agree that if, despite this liability release agreement, that I, or anyone on my behalf or on behalf of my child, makes a claim against any of the RELEASEES, I agree to further release, indemnify, defend and hold harmless each of the RELEASEES from any loss, liability, damage, or cost which they incur as the result of such claim.

Consent is also given for me and/or my child to be photographed, videoed, 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 **Liability Release Agreement** and understand that I have given up substantial rights by signing it, and sign it freely and without inducement or assurance of any nature, intending it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that if any portion of this **Liability Release Agreement** is held to be invalid, the balance shall continue in full force and effect. I understand that this **Liability Release Agreement** is binding on my heirs, executors and assigns and shall be governed by New Hampshire law.

If I am not the parent or guardian of the minor child Participant, by my signature below, I nevertheless agree to this **Liability Release**, and to release, indemnify, defend and hold harmless the **RELEASEES** for any liability resulting from any claim brought by the child Participant or on their behalf.

_____

Printed name of Participant #1

_____ _____

Signature of Participant 1 or Parent/Legal Guardian if Participant is a minor Date

_____

Printed name of Participant #2

_____ _____

Signature of Participant 2 or Parent/Legal Guardian if Participant is a minor Date

_____

Printed name of Participant #3

_____ _____

Signature of Participant 3 or Parent/Legal Guardian if Participant is a minor Date

_____

Printed name of Participant #4

_____ _____

Signature of Participant 4 or Parent/Legal Guardian if Participant is a minor Date

_____

Printed name of Participant #5

_____ _____

Signature of Participant 5 or Parent/Legal Guardian if Participant is a minor Date

_____

Printed name of Participant #6

_____ _____

Signature of Participant 6 or Parent/Legal Guardian if Participant is a minor Date