

NORDIC SKI CLUB OF FAIRBANKS RACE PROGRAM 2008-2009

Acknowledgment and Assumption of Risk and Release

Please read this risk waiver carefully before signing. Entry into Nordic Ski Club of Fairbanks (NSCF) Competition Program 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 NSCF Town Race Series cross country ski events held November 22 and December 6, 2008, and January 17 and January 31, 2009, and the NSCF Distance Series on December 14, 2008 and on January 11 and February 22, 2009, and the Sonot Kaazoot 20km/50km on March 14, 2009, sponsored by the Nordic Ski Club of Fairbanks, 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 Nordic Ski Club of Fairbanks and the Fairbanks North Star Borough, 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 State of Alaska.
- 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.

Date: _____

Competitor: _____
Signature

Competitor: _____
Printed Name

FOR ATHLETES OF MINORITY AGE

This is to certify that, as parent/guardian of this participant, I do consent to his/her agreement to be bound by each of the terms and conditions identified above.

Date: _____

Parent/Guardian: _____
Signature

Parent/Guardian: _____
Printed Name

Parent/Guardian: _____
Relationship