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## **Sandia Nordic Ski Club, Inc. Waiver and Release of Liability**

### **Nordic Skiing and Dryland Training Participant Agreement, Release, and Assumption of Risk**

In consideration for the rights and privileges associated with participation in cross country skiing and all events related to cross country skiing including instruction, ski racing competition, dryland training, and other associated activities, the undersigned participant acknowledges and agrees to release, indemnify, and discharge Sandia Nordic Ski Club, Inc. (aka "Sandia Nordic") as follows:

- 1. Participant accepts and understands that cross country skiing and dryland training are hazardous sports that have many dangers and risks. It's further understood that training, competing, and racing competitively are more hazardous than recreational cross-country skiing. Participant realizes that injuries are a common and ordinary occurrence in the sports of cross-country skiing and dryland training and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to him/her, to property, or to third parties may occur as a result of participation. Participant understands that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. Participant contractually agrees that any and all disputes between himself/herself and Sandia Nordic, its Board of Directors, committee members, and other associated persons, third party property owners, and all other persons or entities acting in any capacity on their behalf from his/her participation in the Sandia Nordic event, including any claims for personal injury and/or death, will be governed by the laws of the State of New Mexico and exclusive jurisdiction thereof will be in the State District Court residing in the City of Albuquerque, New Mexico and County of Bernalillo, New Mexico.
  - 2. I expressly agree and promise to accept and assume all of the risks existing in this activity and any associated use of ski or dryland equipment. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
  - 3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless Sandia Nordic Ski Club and its Board of Directors from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or any use of Sandia Nordic Ski Club's equipment or facilities, including without limitation any such claims which allege negligent acts or omissions of Sandia Nordic Ski Club.
  - 4. Should Sandia Nordic Ski Club, its Board of Directors, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to pay attorney's fees and costs if I sue Sandia Nordic and Sandia Nordic prevails in court.
  - 5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in any activity sponsored by Sandia Nordic Ski Club, or else I agree to bear the costs of such injury or damage myself. I further certify that I will release Sandia Nordic Ski Club, and its Board of Directors, from any liability for damages or injuries that I may experience from participating in any event sponsored by Sandia Nordic Ski Club, and that I am willing to assume the risk of any medical or physical condition I may have, whether known or unknown to me.
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6. I understand that in the event that any section of this Participant Agreement and Release of Liability is found to be unenforceable, the remaining terms shall be fully enforceable.

7. This Participant Agreement and Release of Liability shall be binding to the fullest extent permitted by law.

8. This Participant Agreement and Release of Liability shall be binding upon Participant's assignees, heirs, next of kin, executors, personal representatives and administrators and may be pled by Sandia Nordic Ski Club as a complete bar and defense against any claim, demand, action or cause of action by or on behalf of the Participant.

9. In the event this Participation Agreement, Release and Assumption of Risk involve a participant under the age of 18 years old it must be signed by a parent or legal guardian of such participant. Such signature, on behalf of him/her also agrees to release Sandia Nordic Ski Club and its Board of Directors from any and all claims that he/she might otherwise possess and further agrees to indemnify Sandia Nordic Ski Club and its Board of Directors for all claims asserted by or on behalf of or otherwise arising from injury or death to the participant.

10. I have had sufficient opportunity to read this entire Participant Agreement, and Release of Liability and understand its contents and sign it with full knowledge of its significance.

Participants OVER 18 years of age

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Participants UNDER 18 years of age

Participant Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Parent or Legal Guardian Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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