

## **Lapham Peak Ski Club**

### **ASSUMPTION OF RISK AND RELEASE OF LIABILITY**

#### **READ CAREFULLY BEFORE SIGNING**

I understand that Nordic skiing, roller skiing, running and other Nordic ski training activities in their various forms (herein collectively referred to as "Activities") are activities that alone or in combination involve many RISKS, DANGERS and HAZARDS. These risks, dangers and hazards include, but are not limited to, extreme weather conditions, collisions with people or natural or man-made structures and equipment failure. I understand that INJURIES OF ALL TYPES and DAMAGE TO PERSONAL PROPERTY ARE A COMMON AND ORDINARY OCCURRENCE of these Activities. I also know that the risk of SEVERE INJURY and even DEATH exists when I participate in these Activities. Personal training, coaching, instruction, supervision and enforcement of rules by Lapham Peak Ski Club do not and cannot guarantee my safety.

I also understand that participation in these Activities involves physical exercise and that I should and am herein advised to consult with a physician before beginning or continuing with this or any other physical exercise program.

With full knowledge and understanding of the RISK OF SEVERE INJURY AND DEATH involved in Nordic ski training and competition, I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES AND DAMAGE TO PERSONAL PROPERTY, even if I follow the instructions or advice of Lapham Peak Ski Club directors or volunteers.

In partial consideration of Lapham Peak Ski Club's acceptance of my registration to participate in activities with and for Lapham Peak Ski Club and in spite of the risk of severe or permanent injury or even death and damage to personal property, the undersigned (hereinafter "Athlete") agrees to comply with and be bound by the following terms at all times while affiliated with Lapham Peak Ski Club, whether training or in competition.

- Athlete hereby unconditionally WAIVES AND RELEASES ANY AND ALL CLAIMS AND AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY Lapham Peak Ski Club and any and all of its directors and sponsors FROM ANY CLAIMS, present or future, to Athlete or his/her property, or to any other person or property, for any loss, damage, expense or injury (including DEATH) suffered by any person from or in connection with Athlete's participation in any activities in which Lapham Peak Ski Club is involved in any way, due to any cause whatsoever, INCLUDING NEGLIGENCE or otherwise, and/or breach of express or implied warranty on the part of Lapham Peak Ski Club.
- Athlete hereby RELIEVES Lapham Peak Ski Club OF ANY DUTY TO PROTECT ATHLETE FROM HARM in connection with any Activities in which Lapham Peak Ski Club is involved in any way.
- Athlete authorizes Lapham Peak Ski Club to obtain medical care for or transport him/her to a medical facility or hospital if, in the opinion of Lapham Peak Ski Club, medical attention is required and Athlete is unable to make such decisions for himself/herself. Athlete agrees to pay all costs associated with such medical care and related transportation and shall DEFEND, INDEMNIFY AND HOLD HARMLESS Lapham Peak Ski Club of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care.
- This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Wisconsin, without reference to principles governing choice or conflicts of laws. In addition, Athlete agrees that all lawsuits for personal injury or related loss against Lapham Peak Ski Club must be maintained in state courts sitting in Waukesha County, Wisconsin or federal district courts sitting in the District of Wisconsin, and Athlete consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. In the event any portion of this release is found to be unenforceable, the remaining terms shall be fully enforceable.

- Athlete acknowledges and agrees that the provisions of this Agreement are clear and understandable to him/her and that he/she fully appreciates and understands the meaning of the terms of this Agreement and their effect.

HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING RELEASE AND INDEMNITY AGREEMENT, ATHLETE SIGNIFIES HIS/HER ASSENT TO THE ABOVE TERMS BY CHECKING THE BOX ON THE SIGNUP FORM