

# Waiver for Participants at Masters World Cups

(Please read before signing)

## ASSUMPTION OF RISK, RELEASE OF LIABILITY AND PHOTOGRAPHY RELEASE.

I understand that cross country skiing, as well as preparation for participation in, coaching, volunteering, officiating and related activities in competitions and clinics (hereinafter collectively referred to as "Activities"), involve many RISKS, DANGERS and HAZARDS. These risks, dangers and hazards include, but are not limited to, changing weather, variations in steepness or terrain, natural and man-made obstacles and structures, equipment failure, collisions with objects or structures, being struck by competitors/riders or equipment, and exceeding one's own abilities. I further understand that competition may be more hazardous than recreational activity. I understand that INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE of the Activities. I know that the risk of SEVERE INJURY and even DEATH exists in the training and competition for the Activities, even though I warrant that I am in sufficiently good physical condition to participate in the programs and activities of the Masters World Cup events without jeopardizing my health. I also know that personal training, coaching, instruction, supervision and enforcement of rules by The World Masters Cross-Country Ski Association, its organizers, subsidiaries, affiliates, officers, directors, volunteers, employees, coaches, contractors and representatives, local ski clubs, competition organizers and sponsors, and facility operators (hereinafter the term "Organizers" shall be used to refer to all such persons and entities collectively) do not and cannot guarantee my safety.

With full knowledge and understanding of the RISK OF SEVERE INJURY AND DEATH involved in competition, I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES, even if I follow the instructions or advice of the Organizers.

In partial consideration of the acceptance of my registration for Activities and/or competition, and in spite of the risk of severe or permanent injury, or even death, the undersigned (hereinafter "Participant") agrees to comply with and be bound by the following terms at all times, whether participating, training or practicing for competition, or in competition for the Activities.

1. Participant hereby unconditionally WAIVES AND RELEASES ANY AND ALL CLAIMS, AND AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY The World Masters Cross-Country Ski Association, The Masters World Cup Organizing Committee, (together, "Organizers" or "The Organizers") FROM ANY CLAIMS, present or future, known or unknown, to Participant or his/her property, or to any other person or property, for any loss, damage, expense, or injury (including DEATH), including any transportation to or from the site of the Activity, suffered by any person from or in connection with Participant's participation in any Activities in which The Organizers are involved in any way, due to any cause whatsoever, INCLUDING NEGLIGENCE and/or breach of express or implied warranty on the part of the Organizers. Participant agrees not to sue or make a claim against any of the Organizers for any loss, harm, injury or death that may occur during or after the Activity. I also promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Organizers against any and all claims for my own negligence and any other claim arising from my acts or failure to act during the Activities. I further agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

2. Participant hereby RELIEVES the Organizers OF ANY DUTY TO PROTECT PARTICIPANT FROM HARM in connection with any Activities in which the Organizers are involved in any way. Participant also understands and agrees that any equipment used or borrowed from an Organizer is used at Participant's own risk and such equipment is provided without any warranty regarding its condition or suitability.

3. Participant authorizes the Organizers to obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of the Organizers, medical attention is required and Participant is unable to make such decisions for himself/herself. Participant agrees to pay all costs associated with such medical care and related transportation and shall DEFEND, INDEMNIFY AND HOLD HARMLESS the Organizers of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care.

4. Participant agrees never to utilize any run, course or facility for any training, practice or competition without first conducting his/her own thorough visual inspection of the run, course or facility. Participant agrees to follow the rules and directions provided to Participant by the leaders or instructors of the Activities.

5. This Agreement shall be construed in accordance with, and governed by the substantive laws of, the jurisdiction where the event was held (for any injury or dispute arising out of a Masters World Cup-related activity), without reference to principles governing choice or conflicts of laws. In the event any portion of this release is found to be unenforceable, the remaining terms shall be fully enforceable.

6. Participant agrees to allow the Organizers to use his/her photograph for any and all promotional purposes.

7. **Participant certifies that they have obtained sufficient and valid health and (when necessary) travel insurance for all possible personal medical or logistical emergencies prior to and covering the entire Masters World Cup event period.** See item 3. Above.

HAVING CAREFULLY READ AND UNDERSTOOD THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING RELEASE AND INDEMNITY AGREEMENT, PARTICIPANT SIGNIFIES HER/HIS ASSENT TO THE ABOVE TERMS BY SIGNING BELOW.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Date Signed: \_\_\_\_\_