

**Eastern Sierra Nordic Ski Association, Assumption of Risk & Release from
Liability.
(Read carefully before signing)**

I know and understand that Nordic Skiing, Athletic Training and Biathlon in its various forms, as well as preparation for participation in, coaching, volunteering, officiating and related activities in ski racing, winter biathlon, summer biathlon and roller ski biathlon competitions and clinics (all of which are 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 and snow conditions, variations in steepness or terrain, natural and man-made obstacles and structures, equipment failure, collisions with objects or structures, being struck by skier/riders or equipment, and exceeding my own abilities. I further understand that training and competitions involve performance at the limits of one's abilities, and therefore are more hazardous than recreational skiing or roller blades. I understand that INJURIES OF ALL TYPES ARE COMMON AND ORDINARY OCCURRENCE. I know that the risk of SEVERE INJURY and even DEATH exists in all training and competitions.

I also know that personal training, coaching, instruction, supervision and enforcement of rules by the Eastern Sierra Nordic Ski Association, its subsidiaries, affiliates, officers, directors, volunteers, employees, coaches, contractors and representatives, clubs, competition organizers and sponsors (hereinafter the term "ESNSA" 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 training and 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 ESNSA.

In partial consideration of ESNSA's acceptance of my membership and the coaching and training provided to me by ESNSA, and in spite of the risk of severe or permanent injury, or even death, the undersigned (hereinafter the "Athlete") agrees to:

1. Athlete agrees never to utilize any venue, course or facility for any training, practice or competition without first conducting his/her own thorough visual inspection of the venue, course or facility.

2. Athlete hereby unconditionally WAIVES AND RELEASES ANY AND ALL CLAIMS, AND AGREES TO HOLD HARMLESS, DEFEND, AND INDEMNIFY ESNSA (as defined above) FROM ANY CLAIMS, present or future, to the signor 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 and Activities in which ESNSA is involved in any way, due to any cause whatsoever, INCLUDING NEGLIGENCE and /or breach of express or implied warranty on the part of ESNSA.

3. Athlete authorizes ESNSA to obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of ESNSA, 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 indemnify ESNSA of and from any such costs.

4. The Agreement shall be construed in accordance with, and governed by substantive laws of, The State of California, without reference to principles governing choice of conflicts of laws. In addition,

Athlete agree that all lawsuits for personal injury or related loss against ESN SA must be maintained in state courts sitting in Mono County California, for federal district courts sitting in the Eastern District of California, 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.

HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING RELEASE AND INDEMNITY AGREEMENT, *ATHLETE SIGNIFIES THEIR ASSENT TO THE ABOVE TERMS BY SIGNING BELOW

Signature: _____

Date of Birth: _____

Print Name of Athlete: _____

Date Signed: _____

PARENT OR GUARDIAN SIGNATURE REQUIRED FOR ALL MINOR ATHLETES:

As the parent or guardian of the minor Athlete named above, I hereby make and enter into each and every agreement, representation, waiver and release described above on behalf of myself, the Athlete, and any other parent or guardian of the Athlete, intending that they be binding on me, the Athlete, and our respective heirs, executors, administrators and assigns, I intend to give up my right, the Athlete's rights, and the rights of any other parent or guardian to maintain any claim or suite against ESN SA arising out of the Athlete's participation in any Activities involving ESN SA in any way. I believe and represent that I HAVE LEGAL AUTHORITY TO MAKE THESE AGREEMENTS, REPRESENTATIONS, WAIVERS AND RELEASES, AND I AGREE TO DEFEND AND INDEMNIFY ESN SA from and against any and all liability arising out of any lack of authority on my part to legally bind the Athlete, or any unenforceability for any reason the above agreements, representations, waivers and releases made by or on behalf of the Athlete.

Parent or Guardian Signature: _____

Print Parent or Guardian Name: _____

Date: _____