## Kongsberger Ski Club Races "WAIVER AND RELEASE OF LIABILITY"

## Racers please read and sign

In consideration for the rights and privileges associated with participation in a Kongsberger Ski Club event, I acknowledge and agree to be bound by the following:

**1.** *Identification of Risks.* I understand that participation in **any** skiing activity, including but not limited to, preparation for, participation in, coaching and related activities in alpine, Nordic, freestyle, speed and snowboarding competitions ("the Activity"), involves 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 the actions, inactions, or negligence of others.

**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, 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 Kongsberger Ski Club, and its members, officers, directors, employees, agents, coaches, trainers, doctors, officials, volunteers, the State of Washington, the U.S. Forest Service and other land owners, 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 the 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 is formed under and is to be interpreted consistent with laws of the State of Washington.

**5.** *Insurance*. I currently have, and agree to maintain throughout the time that I participate, valid and sufficient medical and accident insurance. I understand that this is my sole responsibility and release all persons and entities from providing this coverage for me.

## I HAVE READ THIS WAIVER AND RELEASE CAREFULLY, AND HAVING DONE SO, I AM SIGNING IT VOLUNTARILY.

Signature

Print Name

Date

## PARENT/GUARDIAN INDEMNIFYING RELEASE for MINOR CHILDREN:

I certify that, as parent/guardian of this participant, I will be bound by the terms set forth above, that any risk of injury to the participant, known or unknown, is expressly assumed by me and that all claims, known or unknown against the released parties, are waived in advance by me. I agree to indemnify and hold the released parties harmless from any claim for liability arising from injuries to the participant and to reimburse and indemnify the released parties for any expenses including reasonable attorneys' fees, arising from the defense of any such claim against the released parties.

Print Name of Participant(s) (under age 18)

Print Name of Parent/Guardian

Signature of Parent/Guardian

Print Name

Telephone # of Parent/Guardian