



Pagosa Nordic Club (PNC) Waiver and Release of Liability Nordic Skiing 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, and other associated activities, the undersigned acknowledges and agrees to release, indemnify, and discharge Pagosa Nordic Club (hereinafter collectively referred to as "PNC") as follows:

- 1. Participant accepts and understands that cross country skiing is a hazardous sport that has many dangers and risks. It's further understood that training, competing, and racing competitively is more hazardous than recreational cross country skiing. Participant realizes that injuries are a common and ordinary occurrence in the sport of cross country skiing, and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to him/her, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Participant contractually agrees that any and all disputes between himself/herself and PNC, its Board of Directors, its 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 PNC event, including any claims for personal injury and/or death, will be governed by the laws of the State of Colorado and exclusive jurisdiction thereof will be in the State court residing in the Town of Pagosa Springs, Colorado, and County of Archuleta, Colorado.
- 2. I expressly agree and promise to accept and assume all of the risks existing in this activity and any associated use of ski 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 PNC 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 PNC equipment or facilities, including without limitation any such claims which allege negligent acts or omissions of PNC.
- 4. Should PNC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
- 6. In the event 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 the PNC 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 PNC from any and all claims that he/she might otherwise possess and further agrees to defend and indemnify PNC for all claims asserted by or on behalf of or otherwise arising from injury or death to the participant.
- 10. CAREFUL, YOU OR SOMEONE ELSE COULD SHOOT YOUR EYE OUT !** The BB Gun Biathlon Event is not covered under the PNC event insurance policy. All participants are expected to have protective eye wear for this event. All participants voluntarily release, forever discharge and agree to indemnify and hold harmless PNC from any and all claims, demands, or causes of action, which are in any way connected with my participation in the Red Ryder BB Gun Biathlon Event.

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: _____