

PWER NORDIC SUMMER TRAINING 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 PWER Nordic Skiing staff 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 PWER Nordic Coaching staff.

In partial consideration of PWER Nordic's acceptance of my registration to participate in activities with and for PWER Nordic Summer Training 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 PWER Nordic Summer Training, whether training or in competition.

1. Athlete hereby unconditionally WAIVES AND RELEASES ANY AND ALL CLAIMS AND AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY PWER Nordic Summer Training and any and all of its 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 PWER Nordic Summer Training 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 PWER Nordic Summer Training.

2. Athlete hereby RELIEVES PWER Nordic Summer Training OF ANY DUTY TO PROTECT ATHLETE FROM HARM in connection with any Activities in which PWER Nordic Summer Training is involved in any way.

3. Athlete authorizes PWER Nordic Summer Training to obtain medical care for or transport him/her to a medical facility or hospital if, in the opinion of PWER Nordic Summer Training, 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 PWER Nordic Summer Training of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care.

4. This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Minnesota, without reference to principles governing choice or conflicts of laws. In addition, Athlete agrees that all lawsuits for personal injury or related loss against PWER Nordic Summer Training must be maintained in state courts sitting in Ramsey County, Minnesota or federal district courts sitting in the District of Minnesota, 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.

5. 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 SIGNING BELOW:**

Athlete's Name (Print) _____

Athlete's Signature _____

Date _____

(If Athlete is less than 18 years old on the date of this agreement, a parent or legal guardian must enter into this agreement by signing below. 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 right, and the right of any other parent or guardian to maintain any claim or suit against PWER Nordic Summer Training arising out of the Athlete's participation in any Activities involving PWER Nordic Summer Training 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 PWER Nordic Summer Training 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 of the above agreements, representations, waivers and releases made by or on behalf of the Athlete.

Parent/Guardian Name (Print) _____

Parent/Guardian Signature _____

Relationship _____

Date _____