

WAIVER, RELEASE AND ASSUMPTION OF RISK

2020-2021. ALL PROGRAMS AND AREAS.

THE PROGRAMS THAT ARE SUBJECT TO THIS AGREEMENT. I/We, the undersigned, and/or parent or legal guardian of a minor, desiring to utilize the programs offered by The G Team, Inc. at Buck Hill, Inc., Hyland Ski and Snowboard Area, Elm Creek Winter Recreation Area, Wild Mountain, Spirit Mountain, Afton Alps and any other ski or snowboard area utilized by the G Team, Inc. (hereinafter "Ski/Snowboard Areas") or participate in the training or competition programs offered by the G Team, Inc. ("G Team") hereby acknowledge that the use by myself (each undersigned adult participant) or my/our minor child(ren) of the facilities, equipment or programs of G Team at the Ski/Snowboard Areas and other ski areas is permissive only and is subject to the terms of this Agreement. The facilities and other properties utilized by the G Team at the Ski/Snowboard Areas are owned by a separate corporations (Ski/Snowboard Area Owners and Operators ("SSAOO")), and the waivers and releases given pursuant to this Agreement extend to, and are for the benefit of SSAOO and the other Released Parties listed in the next succeeding paragraph.

RELEASED PARTIES: This Agreement and the waivers, releases and assumption of risks set forth below are for the benefit of each and every of the following parties (who are collectively referred to as the "Released Parties" and each individually as a "Released Party"): The G Team, Ski/Snowboard Areas, SSAOO, the United States Ski and Snowboard Association, and all sponsors and the agents, agencies, affiliates, members, officers, competition officials, volunteers, directors and employees of all the listed organizations.

DESCRIPTION OF COVERED SPORTS ACTIVITIES AND FACILITIES: The undersigned and other persons who elect to participate in the programs, activities and events of SSAOO and the G Team have opportunities to engage in one or more of the following sports activities (collectively, the "Sports Activities"): the sport of skiing, both Nordic and Alpine, snowboarding, skateboarding, trampoline and gymnastics training, mountain biking, wakeboarding, including all derivations of snowboarding activity, freestyle, jumping and racing, terrain park activities, other related events and activities hosted by G Team, SSAOO, and/or the Ski/Snowboard Areas including and others entities, without limitation, weight training, off-snow physical fitness conditioning, fitness testing and the use of the Ski/Snowboard Areas for non ski activities year-round in either competitive or non-competitive contexts. This Agreement and its waivers, releases and assumptions of liability are also intended to cover and apply to any injuries or death to the undersigned and or the undersigned's minor child(ren) that might result from merely being a spectator or observer of any snow sports activity offered by the G Team and its affiliates. Participation in the programs, activities or events offered by the G Team or others utilizing the Ski/Snowboard Areas are conducted on properties and utilizing equipment and facilities provided by SSAOO and several of the other Released Parties who own, manage or operate the other facilities listed in the first paragraph of this Agreement. The facilities and other properties utilized by the G Team at SSAOO, which are separate entities from the G Team. The waivers and releases given pursuant to this Agreement extend to, and are for the benefit of SSAOO, and the other Released Parties.

RISK FACTORS RELATED TO THE SPORTS ACTIVITIES: I/We acknowledge that each of the Sports Activities enumerated in the preceding paragraph are action sports and related activities which carry a significant risk of personal injury and even death. By executing this Agreement, I/We hereby assume those risks, from all factors, known or unknown to me/us. Without limiting the foregoing, I/we acknowledge that:

POTENTIAL HAZARDS OF PARTICIPATION IN THE SPORTS ACTIVITIES: The Sports Activities are hazardous activities and I/we have made a voluntary choice to participate in or to observe those Sports Activities despite knowing the risks. I/We also acknowledge and agree that this Waiver and Release is intended to extend to and include not only natural and man made obstacles or hazards, surface and environmental conditions, and risks inherent in my/our participation and the participation of others in the Sports Activities, including ice, poor visibility, cold or freezing conditions, conduct, variations in terrain, bare spots, bumps, moguls, forest growth, stumps, rocks and debris, lift towers, fencing and other obstacles and barriers, as well as the risks of collision with other skiers/riders and of the failure of skiers/riders to ski within their own ability. I/We have been given an opportunity to visually inspect the trails and/or race course(s), Ski/Snowboard Area, including all facilities associated therewith, and the ski areas owned or operated by the Released Parties.

ASSUMPTION OF RISK: THE UNDERSIGNED ASSUMES ALL RISKS THAT ARISE OUT OF THE USE OF THE EQUIPMENT, PROPERTIES, OR FACILITIES OF THE RELEASED PARTIES, THE RISKS ASSOCIATED WITH MAN MADE AND NATURAL CONDITIONS, RISKS ASSOCIATED WITH THE SPORTS ACTIVITIES, THEMSELVES, THE ACTS OF OTHERS, OR THE UNAVAILABILITY OF EMERGENCY CARE, AND RISKS

THAT ARE MERELY ASSOCIATED WITH BEING A SPECTATOR OR OBSERVER OF OTHER PERSONS INVOLVED IN THE SPORTS ACTIVITIES, INCLUDING THOSE RISK FACTORS DESCRIBED ABOVE.

The aforementioned risks, alone and in combination with my/our actions, the actions of other skiers/riders, or actions of my/our minor child(ren) can cause severe or possibly even fatal injury to myself, my/our child(ren) or to others. I/We acknowledge that I/we, or my/our minor child(ren), as participants or users of the SSAOO/G Team facilities and property and the properties and facilities owned or operated by other Released Parties, understand and assume and accept these risks and hazards whether known or unknown. I further understand that I may be involved in or my child might be participating in training and competitions at other ski areas as a member of the G Team.

WAIVER: Having read and understood the foregoing, on behalf of myself (each undersigned adult participant), and my/our minor child(ren) (if applicable), I/we hereby waive any and all claims, demands, liabilities and recourse against the Released Parties arising out of or relating to wrongful death, personal injury or property damage suffered by an undersigned adult participant or the undersigned's child(ren) from participation in any happening, Sports Activities in any way related to the SSAOO/G Team Nordic and Alpine programs and any and all training center activities, events or programs.

WITHOUT LIMITING THE FOREGOING, IT IS MY/OUR INTENTION THAT THIS WAIVER AND RELEASE EXTEND TO AND INCLUDE CLAIMS, DAMAGES AND LIABILITIES ARISING OUT OF OR RESULTING FROM THE ORDINARY NEGLIGENCE OF ANY RELEASED PARTY TO THE FULLEST EXTENT ALLOWED BY LAW.

RELEASE OF LIABILITY: I/We understand this is a **RELEASE OF LIABILITY** that is valid FOREVER, which will prevent me/us, my/our child(ren), or my/our heirs from filing suit or making any claim for damages in the event of injury or death to an undersigned adult participant or my/our child(ren). Additionally, in the event I/we file or, my child(ren), or my legal representative files a claim or lawsuit arising out of participation in Sports Activities in any way related to the Released Parties or the facilities of any of the Released Parties, **I/WE AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES**, for any damages, attorneys' fees or other costs arising out of such a claim or lawsuit. With the aforesaid fully understood I/we nevertheless enter into this **AGREEMENT, WAIVER AND RELEASE** freely and voluntarily and agree that it is binding upon each of the undersigned adult participants, my/our child(ren), my/our heirs, assigns and legal representatives.

GENERAL RELEASE: I/we are signing this **AGREEMENT, WAIVER AND RELEASE** with the full knowledge of any applicable laws, in any state, to the contrary. The provisions of such statutes are hereby waived, except to the extent that a waiver is precluded with respect to any claim of a willful tortuous action. By signing below, I/we are indicating acceptance of this waiver and release, and I/we are representing that the undersigned adult participants or my/our minor child(ren) are in sufficiently good physical condition to participate in the programs and activities of the G Team without jeopardizing our health and have not been advised otherwise by a qualified medical person that and undersigned adult participant or my/our minor child(ren) cannot participate.

MISCELLANEOUS: This Agreement comprised of three (3) pages, including signature pages, which the undersigned has read, contains the entire agreement and understanding between the Released Parties and the undersigned concerning the subject matter of this Agreement and supersedes all prior agreements, terms, understandings, conditions, representations and warranties, whether written or oral. I/We agree that if any action is initiated with respect to the enforceability, validity or interpretation of this Agreement that action will be brought in a Court of competent jurisdiction in the County of Hennepin, State of Minnesota. Any disputes will be subject to and determined under the laws of the State of Minnesota. If any clause of this Agreement, Waiver and Release is found to be invalid, the balance of the Agreement, Waiver and Release shall remain in effect and shall be valid and enforceable.

******THIS SECTION TO BE COMPLETED BY PARTICIPANTS AGE 18 AND OVER******

Name of participant if over age 18, (print) _____ **Date:** _____

Signature of participant if over age 18,

Name of participant if over age 18, (print) _____ **Date:** _____

Signature of participant if over age 18,

******THIS SECTION TO BE COMPLETED ON BEHALF OF MINORS UNDER THE AGE OF 18******

The undersigned parent or legal guardian verifies that I am the parent/guardian of the minor(s) listed below and that I have authority to enter into this Agreement, Waiver and Release on his/her/their behalf and to be bound by its terms. I further warrant that I have discussed and explained to the undersigned minor(s) the inherent risks associated with participation in or observing the Sports Activities. I accept responsibility for all of the minor's/minors' medical expenses incurred in connection with the Sports Activities or use of facilities associated with the Alpine and Snowboard programs of the G Team.

Minor participant name (print): _____

DOB _____

Minor participant name (print): _____

DOB _____

Minor participant name (print): _____

DOB _____

Minor participant name (print): _____

DOB _____

Signature of parent or legal guardian: _____

Date: _____ Time: _____

Relationship to minor(s): _____

******THIS SECTION TO BE COMPLETED ON BEHALF OF MINORS UNDER THE AGE OF 18******

No refunds or credits will be given for G Team registration fees. Exceptions to this policy will be considered for extended practice shutdowns due to COVID-19 public health mandates. No refunds will be given for necessary temporary removal of an athlete for a positive COVID-19 test or proximity (determined through contact tracing) to a positive COVID-19 case. There are no exceptions to this policy.

Signature of parent or legal guardian: _____ Date: _____

******THIS SECTION TO BE COMPLETED BY PARTICIPANTS AGE 18 AND OVER******

No refunds or credits will be given for G Team registration fees. Exceptions to this policy will be considered for extended practice shutdowns due to COVID-19 public health mandates. No refunds will be given for necessary temporary removal of an athlete for a positive COVID-19 test or proximity (determined through contact tracing) to a positive COVID-19 case. There are no exceptions to this policy.

Signature of participant if over age 18:

_____ Date: _____

Mail all 3 pages to G Team , PO BOX 926, Prior Lake MN 55372.