

# **NEW ENGLAND NORDIC SKI ASSOCIATION WAIVER AND RELEASE OF LIABILITY**

In consideration for the rights and privileges associated with membership in the New England Nordic Ski Association, 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, and coaching of activities in cross-country ski competitions and clinics, involve risk of serious injury, including permanent disability, death and other losses, due to inactions or negligence of myself or others.
2. Assumption of the Risk. I agree that I am responsible for my safety while participating in activities associated with NENSA, and that such responsibility includes participation 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. I assume all risk connected with responsibility for any injury or loss connected with my participation.
3. Waiver. Aware of the risks and willing to assume them, I hereby release and agree to hold harmless the New England Nordic Ski Association (NENSA), its officers, directors, employees, agents, coaches, trainers, doctors, officials, volunteers, affiliates, event organizers, sponsors, owners of property and trails used by me (Released Parties) from loss, injury, or death to myself or to any other person, or other damage to person or property resulting from my participation in events and competition and any related activities including, without limitation activities in connection with sponsorship, organization or execution of any event and travel to and from such event, whether I may participate as an athlete, coach, volunteer, spectator, or in any other manner associated with NENSA. This release is intended as a waiver of any claim I may have whether based upon negligence, breach of warranty, contract or other legal theory, against any of the above Released Parties, accepting myself the full responsibility for any such loss, injury, death or damage which may result. I intend for this release to also apply to my relatives, personal representatives, heirs, beneficiaries, next of kin, and assigns. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. This waiver does not release acts of gross negligence or willful and wanton misconduct of any party.
4. Insurance. I currently have, and agree to maintain throughout the time that I train and compete, 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.
5. Image. I grant permission to NENSA to use my name, and any photograph, video, image, results or record of me from any NENSA event for all purposes NENSA may choose.

**Member Name:** \_\_\_\_\_

**Signature\*:** \_\_\_\_\_

\*Parent or guardian signature if member/s is/are under 18 years of age.

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_