



WAIVER AND RELEASE OF LIABILITY

In consideration of the rights and privileges associated with membership in Stowe Nordic, I acknowledge and agree to be bound by the following:

1. Identification of Risks. I understand that participation in a 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 Stowe Nordic, 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 Stowe Nordic, Inc., 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 Stowe Nordic. 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, compete and participate in Stowe Nordic events, 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, free of any fee, royalty or other compensation, to Stowe Nordic to use my (or my children or spouse) name, and any photographs, videos, images, results or records from any Stowe Nordic (or related entity including Stowe Nordic Foundation) program or event for any purposes Stowe Nordic may choose.