

BIRKIE SIT-SKI • FEBRUARY 25, 2012

ATHLETE'S PARTICIPATION AGREEMENT

I, the athlete named below, want to participate in the race I have selected on the Entry Form. In consideration of the American Birkebeiner Ski Foundation, Inc. (ABSF) allowing me to attend and participate in the race, by signing below I agree as follows:

- 1. The Event.** As used herein the term "Event" means not just the race itself that I have selected on the Entry Form, but also those activities sponsored, controlled or organized by the ABSF, which I attend or participate in the day of my race.
- 2. Fitness.** I represent and warrant that I have sufficient experience with Nordic skiing, and that I have a sufficient level of fitness and health to participate in the Event.
- 3. Equipment.** I acknowledge that it is my responsibility to provide, utilize and maintain the equipment and clothing necessary for my safe participation in the Event.
- 4. Rules.** I accept and shall abide by the rules and regulations of the F.I.S. (Fédération Internationale de Ski), and any other rules or regulations imposed by the ABSF as to the Event.
- 5. Insurance.** I represent and warrant that I currently have, and shall maintain throughout the time that I train for and compete in the Event, valid and sufficient insurance (be it medical, accident, disability or life insurance) to protect my and my family's interests, or if I do not, that I hereby waive the opportunity to obtain such. I acknowledge the ABSF is not an insurance company, and that no one has represented to me that the ABSF has obtained insurance that would provide coverage to me.
- 6. Property Damage Waiver.** I alone am responsible for my personal belongings, including breakage or loss of ski equipment, gear and ski bags that I bring to the Event. I hereby WAIVE, in advance, ALL CLAIMS for loss, theft or damage to any property owned or controlled by me, that I may in the future have against the ABSF, any person ABSF has agreed to indemnify, and ABSF's officers, directors, employees and agents (collectively, the "Released Parties"), relating in any way to the Event and either of the following: (a) my choosing to park any vehicle owned or controlled by me in any areas owned or controlled by ABSF; and (b) my choosing to give possession of any of my personal belongings to any agent or volunteer of ABSF. This waiver, release and discharge of property damage claims includes, but is not limited to, claims arising out of the NEGLIGENCE of the Released Parties.
- 7. Venue.** Any controversy or claim relating to the enforceability of, or arising out of, this Agreement or the Waiver & Release of Liability Agreement (collectively, the "Agreements"), or in any way relating to my attendance at or participation in the Event, shall be solely and exclusively resolved in the Circuit Court for Sawyer County, Wisconsin (or, if removable, in the U.S. District Court for the Western District of Wisconsin). I waive any objections I might have to that venue or those courts exercising personal jurisdiction over me.
- 8. Indemnification.** I agree to be responsible for bearing any and all costs, expenses and damages sustained by me (or those who depend upon me, or who are responsible for me) that arise out of or related to any claim

released by the Agreements. As such, I hereby agree to HOLD HARMLESS, DEFEND and INDEMNIFY the Released Parties (that is, defend and pay any judgments or costs, including investigation costs and attorneys' fees) from any and all claims of mine—and of any spouse, child, heir, representative or assign of mine—arising from loss or damages (be it property or personal injury related) due to my attendance at or participation in the Event.

9. Applicable Law. The internal laws of Wisconsin control the interpretation and enforcement of these Agreements and the parties deem this agreement to have been entered into in Wisconsin.

10. Choices. I enter into these Agreements by my own free will, and acknowledge that I have choices relating to participating or not participating in this Event. I acknowledge that if I do not want to accept the terms offered in these Agreements, I can choose to forgo participating in this Event.

11. Media Consent. I hereby grant ABSF the right and permission (a) to use and authorize others to use photographic portraits and video of me, and to modify such portraits and video, for illustration, promotion or advertising purposes; and (b) to contact me for marketing purposes at my email address.

12. Medical Emergency. In case of an emergency, I authorize the ABSF to provide or authorize at my expense medical treatment and/or transport, and to contact the following person, and disclose to him/her whatever information (including confidential medical information) the ABSF in its discretion chooses to disclose:

Emergency Contact Name _____

Emergency Contact Phone _____

13. Truth and Assists. I represent and warrant that I have read these Agreements, and understand them, and that the information I provide in the Entry Form is true. I make these Agreements on behalf of myself, and on behalf of my heirs, representatives, successors and assigns.

14. Severability. These Agreements are intended to be as broad and inclusive as permitted by Wisconsin law, and if any portion of these Agreements are held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

15. Integration Clause. As to any claim arising out of or related to my attendance or participation in the Event, these Agreements collectively: (a) supersede any previous oral or written promises or agreements; and (b) are not the result of or modified by any oral representations or statements of any agent or employee of ABSF. These Agreements contain the only agreements between the parties regarding the Event, and may only be modified or terminated in a writing signed by myself and ABSF.

READ ALL OF THE ABOVE BEFORE YOU SIGN BELOW

Athlete's Name _____

Athlete's Signature _____ Date _____

(If the athlete is less than 18 years of age as of the date of this Agreement, then a parent or legal guardian must enter into this agreement by signing below)

Parent or Guardian's Consent and Agreement

I, the person signing below, represent and agree that: (1) I have the legal right to enter into the above participation agreement on behalf of the minor athlete named above (the "Athlete") (2) I hereby enter into the above participation agreement on behalf of myself and on behalf of the Athlete; (3) I agree to HOLD HARMLESS, DEFEND and INDEMNIFY the Released Parties from any and all claims of mine – and any spouse, heir, representative or assign of mine – arising from loss or damages (be it property or personal injury related) due to the Athlete's attendance at or participation in the Event.

Parent/Guardian Signature _____ Date _____

Parent/Guardian Name _____ Relationship _____

ATHLETE'S WAIVER & RELEASE OF LIABILITY AGREEMENT

I, the athlete named below, want to participate in the Event (as that term is defined in the Athlete's Participation Agreement), and I am willing to enter into the following Agreement. In consideration of the American Birkebeiner Ski Foundation, Inc. ("ABSF") allowing me to participate in the Event, by signing below I agree as follows:

1. My Knowledge of Risks. I know that Nordic skiing is an action sport carrying significant risk of serious personal injury. I know there are natural, man-made, mechanical and environmental conditions and risks that independently or in combination can result in participants in the Event sustaining injury (including permanent disability or paralysis), or in rare situations, sustaining injuries that result in death. I have either familiarized myself with the Event location generally and race course specifically, or hereby voluntarily forgo that opportunity.

2. My Acceptance of Risks. I hereby accept and assume all risks associated with attending and/or participating in the Event, and I acknowledge that I alone am responsible for my personal safety. I agree to accept all responsibility for the risks, conditions and hazards which may exist during the Event, whether or not I at this time know of or foresee the specific risk, condition or hazard that results in injury.

3. Waiver; My Responsibility for Injury Costs. I hereby WAIVE ALL CLAIMS I may in the future have against any of the Released Parties (as that term is defined in the Athlete's Participation Agreement), relating in any way to personal injuries or death I sustain due to my attendance at or participation in the Event. I specifically RELEASE and DISCHARGE, in advance, the Released Parties from any and all liability that may arise out of any Released Party's NEGLIGENCE or carelessness in association with the Event (including but not limited to negligent rescue attempts) but I do not by this Agreement waive, release or discharge any claims for harm caused by a Released Party intentionally or recklessly. As to any claim released hereby, I AGREE NOT TO SUE any of the released Parties for such released claims. I agree to be personally responsible for any costs, expenses or damages arising out of or related to such released claims.

4. My Related Acknowledgments. I acknowledge that I have the right or opportunity to negotiate the terms of this Agreement, and I hereby waive any such right. I further acknowledge and represent that: (a) I have read this Agreement and the Athlete's Participation Agreement; (b) I understand this Agreement; (c) I understand that by signing below I am giving up important legal rights that I might otherwise have; and (d) I am entering into this Agreement and choosing to participate in the Event without compulsion, and by my own free will.

THIS IS A WAIVER & RELEASE OF LIABILITY AGREEMENT: READ ALL OF THE ABOVE BEFORE YOU SIGN BELOW

Athlete's Name _____

Athlete's Signature _____ Date _____

(If the athlete is less than 18 years of age as of the date of this Agreement, then a parent or legal guardian must enter into this Agreement by signing below)

Parent or Guardian's Representation, Consent and Waiver Agreement

I, the person signing below, represent and agree that (1) I have the legal right to enter into this Waiver & Release of Liability Agreement on behalf of the minor athlete named above (the "Athlete"), and (2) I hereby on the Athlete's behalf consent to and agree to all of the above terms. Furthermore, to the extent I have in the future any claims relating to the Athlete's attendance at or participation in the Event, I hereby WAIVE, RELEASE and DISCHARGE those claims hereby, including all claims for NEGLIGENCE, except that I do not waive, release or discharge any claims for harm caused by a Released Party intentionally or recklessly.

THIS IS A WAIVER & RELEASE OF LIABILITY AGREEMENT: READ THIS ENTIRE PAGE BEFORE YOU SIGN BELOW

Parent/Guardian Signature _____ Date _____

Parent/Guardian Name _____ Relationship _____